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COPY

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

Regular Meeting -- Wednesday, February 19, 2025

at 10:00 A.M.

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

OFFICIAL RECORD.

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Wednesday, February 19, 2025

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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, February 19, 2025 at 10:25 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, Robinson, Mitchell, Harris, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 43.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderperson Taylor and Alderperson Reilly 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 vote, the request by Alderperson Taylor and Alderperson Reilly to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 45 persons.

Pledge Of Allegiance.

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

Invocation.

Dr. Mildred C. Harris, founder and Chief Executive Officer of God First Church and Ministries, 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:

JJ Betts

Nicole Foster

Gail Betz

Melaine Hogan

Lisa Stringer

Mrs. Lawrence

David Mason

W. Robert Schultz III

Jusmine Smith

Mel Konar

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

Katherine Shea

Gail Beitz

Jim Merrell

Stephen Davern

Terry Donato

Ilir Sulejmani

Lisa Janoschka

Jeff Grabowski

Catherine Johns

Kate Roskelly

William Medina

Kevin Stringer

Louise Borre

Lynn Burmeister

David Bentley

Hugo Coronado

Donna

Kevin Behrens

Gina Getty

Austin Shatzer

Caitlin Fisher

Stephen Getty

Jill Collins

Carmen Zapata

Sonia Li

Stephanie Samuel

Carlos Portillo

Lynnette

Anna Mueller

Pat Newman

John Jozwik

Lisa Stringer

Martin McDermott

Foster Hill

Debra Miranda

Janine Nelson

Jodie Wiederkehr

Millie Rivera

Carol Clafford

Amy Lund

Karen Elger

Tracy Doherty

Linda Arlasky

Jason Lee

Linnea O'Neill

Noah Levine

Debra Couch

Daniel Jacobazzi

John Paul Jones

Mel Wolff

Kristine Jozwik

Heather Davern

Janelle Wojtczak

Courtney Kuebler

Carrie Holberg

Steven Rischow

Himzo Julic

William J. Triphahn

Kathryn Grabowski

Christine Perrone

Sean Malcock

Julia Kyle

Dawn Priore

Preeti Saini

Colette Adams

Susan Monaghan

Mark Mortier

Kristi Gilliat

Rosie Mercado

Diane Martino

Carrie Carlson

Sheryl Bialoruski

Jonathan Rutti

Johanna Harris

Brad Gilliat

Anna Lewellen

J.W. Kuebler

Peter Strom

Rachel Bramley

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- CONGRATULATIONS EXTENDED TO CAROL MOSELEY BRAUN FOR ACCOMPLISHMENTS AND CONTRIBUTIONS TO BLACK HISTORY.

[R2025-0015540]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Ervin, Fuentes, Coleman, Martin, Dowell, Sposato, Mosley, Hadden, Rodríguez-Sánchez, Lawson, La Spata, Rodríguez, Taliaferro, Vasquez, Waguespack, Lee, Cruz, Gardiner, Chico, Moore, Gutiérrez, Clay, Yancy, Conway, O'Shea, Lopez, Robinson, Villegas, Taylor, Manaa-Hoppenworth, Nugent, Sigcho-Lopez, Harris, Ramirez-Rosa and City Clerk Valencia, a resolution honoring Carol Moseley Braun.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson 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 Honorable Carol Moseley Braun was born in Chicago in 1947 and came of age in the midst of the civil rights movement; and

WHEREAS, Carol Moseley Braun pursued a career in law and worked for three years as a prosecutor in the United States Attorney's Office, her success as a prosecutor earning her the United States Attorney General's Special Achievement Award; and

WHEREAS, Moseley Braun became an Illinois state representative in 1977 and then served four years as Recorder of Deeds for Cook County, Illinois, the first African American elected to a Cook County executive position; and

WHEREAS, As a state representative, Moseley Braun was the chief sponsor of the 1985 Urban School Improvement Act, which created parents' councils at every school in Chicago and sponsored other education legislation, including a 1980 bill that provided higher salaries for teachers and professors; and

WHEREAS, In 1992 Moseley Braun defeated both the Democratic incumbent and the Republican challenger for a seat in the United States Senate, becoming the first female senator from Illinois and the first African American woman to serve in the U.S. Senate; and

WHEREAS, Shortly after becoming a senator, Moseley Braun won clashes with Southern senators over a patent for a Confederate insignia; and

WHEREAS, As a senator, Moseley Braun was further noted for her support of individual retirement accounts for homemakers and for filibustering to restore budget monies for youth job training and for senior citizens, as well as sponsoring progressive education bills and campaigning for gun control; and

WHEREAS, In 1999, President Clinton appointed Moseley Braun as the United States Ambassador to New Zealand, a position she held until 2001; and

WHEREAS, President Biden nominated Moseley Braun to be a member and the chair of the board of directors of the United States African Development Foundation, and she was confirmed to the board on March 8, 2024; and

WHEREAS, Carol Moseley Braun has further served on several public service boards and commissions, including the DuSable Museum of African American History, the World War I Commission Advisory Board, the Consecration Committee for the Episcopal Diocese, Our American Voices, and Delta Sigma Theta Sorority, Inc. and taught at DePaul University in Chicago and Morris Brown College in Atlanta; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 19th day of February 2025, do hereby honor Carol Moseley Braun for her accomplishments and contributions to Black history, this Black History Month, and extend to her 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 Carol Moseley Braun as a sign of our appreciation and esteem.

On motion of Alderperson Mitchell, seconded by Alderpersons Ervin, Moore and Hadden, 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 recognizing the Honorable Carol Moseley Braun for her legacy of accomplishment. As the first Black person elected to a Cook County executive position and the first Black woman to serve in the U.S. Senate, Ms. Braun is a living piece of Black history and, the Mayor noted, her leadership has made a positive and lasting impact on the lives of Chicagoans. Ms. Braun has been a lifelong and relentless advocate for justice, for education, and for working people and families, the Mayor stated. As a U.S. Senator, Ms. Braun fought hard to secure funding for job opportunities for both young people and seniors, the Mayor declared, and was an outspoken voice for progressive education bills and gun control. Ms. Braun continued to serve our country and communities as the U.S. Ambassador to New Zealand, the Mayor continued, and set an example and helped pave the way for other young Black women pursuing leadership positions. Thanking Ms. Braun for her courage, tenacity, and enduring impact and for blazing trails and setting a path to equity for posterity, Mayor Johnson extended his best wishes to Carol Moseley Braun for continued health, happiness, and success.

Rules Suspended -- CELEBRATION OF BLACK HISTORY MONTH.
[R2025-0015538]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Ervin, Fuentes, Coleman, Martin, Dowell, Mosley, Hadden, Lee, Cruz, Gardiner, Chico, Moore, Gutiérrez, Clay, Yancy, Conway, Waguespack, Lopez, Robinson, Villegas, Taylor, Taliaferro, Vasquez, Manaa-Hoppenworth, Nugent, Harris, Ramirez-Rosa, Sigcho-Lopez and City Clerk Valencia, a resolution honoring Black History Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson 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, February is Black History Month, an annual celebration of the many achievements by African Americans and their central role in the history of the United States; and

WHEREAS, The origin of Black History Month began in 1915, half a century after the 13th Amendment abolished slavery in the United States, and grew out of "Negro History Week", the creation of noted historian Carter G. Woodson and other prominent African Americans; and

WHEREAS, President Gerald Ford officially recognized Black History Month in 1976, calling upon the public to "seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history"; and

WHEREAS, African Americans suffered enslavement and subsequently faced the injustices of lynch mobs, segregation, and denial of the basic and fundamental rights of citizenship; and

WHEREAS, The vestiges of those injustices and inequalities remain evident in the communities of the United States in 2025; and

WHEREAS, As a result of slavery, segregation, systemic racism and mass incarceration, the Black family has often been fractured, but not broken, as the love within communities has extended the familial bonds to support the family through oppression and other hard times; and

WHEREAS, The United States could have never achieved the greatness that it has achieved were it not for all the contributions that African Americans have made throughout its history; and

WHEREAS, With the Civil Rights Movement and a growing awareness of Black identity, Black History Month or National African American History Month evolved to an annual

celebration of achievements of Black Americans and a time for recognizing the central role of African Americans in U.S. history; and

WHEREAS, Black History Month provides Chicagoans with an opportunity to reflect on our shared history as Americans and honor the contributions and sacrifices of Black Americans who have helped shape our nation; and

WHEREAS, Our very own neighbors, friends, and constituents contribute to deepening the richness and the landscape of Black history every day in our communities; and

WHEREAS, We recognize that we must continually recommit ourselves to the task of education, to see history not only through our own eyes, but through the eyes of those who experienced the world differently than we experience it and appreciate the struggles for the betterment of self, family, and community that so many have suffered for, strived for, worked for, and sacrificed for; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 19th day of February 2025, do hereby celebrate Black History Month, and encourage all Chicagoans to join in the celebration.

On motion of Alderperson Mitchell, seconded by Alderpersons Coleman, Hadden, Rodríguez, Sigcho-Lopez, Mitts, La Spata and Burnett, 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 commemorating February as Black History Month. Expressing his gratitude to stand in solidarity with all Chicagoans as we celebrate this incredible month and the importance of democracy as viewed through the lens of Black liberation, Mayor Johnson spoke of the founding of our city by Jean Baptiste Point DuSable and how Chicago has been shaped since that moment by the achievements and contributions of our Black community. While we strive to celebrate and uplift our Black residents every day, Black History Month presents the opportunity to honor and celebrate the sacrifices and contributions of those that have come before us, the Mayor stated, and encourages us to continue our fight for equality, civil rights, and justice. "Time and again, we have witnessed

the resilience of Black Americans as we work to overcome the barriers that stood before us", the Mayor stated, and observed that through slavery, segregation, systemic racism, disparities, and mass incarceration, Black people continue to love, support, and uplift one another as well as other communities fighting for their rights. "Now more than ever, we must continue to come together to fight back against those who are trying to divide us", the Mayor asserted, and cautioned that we not succumb to fear mongering or other tactics such as the removal of DEI programs in an effort to restrict Black representation from political leadership. "Our city is what it is today because of our diversity" the Mayor stated, and encouraged all Chicagoans to continue to fight for what is right, and ensure equality and inclusion, not only in our Black community but for each and every person that calls Chicago home.

Rules Suspended -- RECOGNITION OF FEBRUARY 25 AS NATIONAL REPARATIONS AWARENESS DAY.

[R2025-0015554]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Ervin, Fuentes, Coleman, Martin, Dowell, Mosley, Hadden, Rodríguez-Sánchez, Lawson, La Spata, Rodríguez, Taliaferro, Vasquez, Manaa-Hoppenworth, Lee, Cruz, Chico, Moore, Gutiérrez, Clay, Yancy, Conway, Lopez, Robinson, Villegas, Taylor, Nugent, Harris, Sigcho-Lopez, Ramirez-Rosa and City Clerk Valencia, a resolution recognizing National Reparations Awareness Day.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson 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, Black History Month highlights the rich history and contributions of Black individuals in the City of Chicago and beyond; and

WHEREAS, The Conrad Worrill Community Reparations Commission (CWCRC) and the National Coalition of Blacks for Reparations in America (N'COBRA) partner annually on National Reparations Awareness Day (02/25) to foster education and dialogue about reparations as a tool for justice and repair; and

WHEREAS, N'COBRA, established in 1987, is a national coalition dedicated to educating, mobilizing and advocating for reparations for African descendants in the United States. In the 1990s, N'COBRA inaugurated National Reparations Awareness Day on February 25th to collectively highlight historic injustices such as the 1921 Tulsa Race Massacre and to unify efforts in the fight for reparations, using this day to build awareness and galvanize public support; and

WHEREAS, reparations have been utilized in the United States as a form of redress for historical and systemic injustices, including but not limited to:

-- Japanese Americans who were forcibly relocated and incarcerated during World War II and who received formal apologies and financial restitution under the Civil Liberties Act of 1988;

-- Native American tribes, who have received settlements for land seizures and treaty violations, such as the 1946 establishment of the Indian Claims Commission;

-- Jewish Holocaust survivors, who were supported by U.S. government initiatives to recover and return assets and provide restitution;

-- Descendants of the Rosewood Massacre in Florida (1923), where survivors received financial reparations under state legislation passed in 1994; and

WHEREAS, Chicago made history in 2015 by establishing a $5.5 Million reparations package for survivors of police torture under former CPD Commander Jon Burge, marking the first municipal reparations program in the U.S. to address racially motivated law enforcement abuse; and

WHEREAS, Evanston, Illinois became the first U.S. city to implement a reparations program for Black residents in 2021, allocating $10 Million in cannabis sales tax revenue to fund initiatives addressing historical housing discrimination, including $25,000 grants for eligible Black residents to assist with home purchases, mortgage payments, and home repairs; and

WHEREAS, Systemic inequities persist today in the form of disparities in health, employment, homeownership, and life expectancy, with a notable 11.4-year life expectancy gap between Black and non-Black Chicagoans; and

WHEREAS, National Reparations Awareness Day also aims to promote a positive narrative by showcasing the resilience, creativity, and contributions of Black Americans to society through curated exhibits, educational workshops, and storytelling sessions; and

WHEREAS, The National Reparations Awareness Day serves as a platform for utilizing cultural achievements, including screenings of films highlighting historical narratives and reparative themes, as well as live performances of spoken word poetry, theater and musical tributes; and

WHEREAS, Fine arts programs, including visual art exhibits, community murals and interactive installations are organized to inspire dialogue and healing while honoring reparation artistry and cultural expression; and

WHEREAS, Educational activities, such as guided tours of historic landmarks, expert panel discussions, and community-led forums, provide opportunities to learn about the systemic harms inflicted upon Black communities and the ongoing efforts to address them; and

WHEREAS, National Reparations Awareness Day also serves as a platform to educate the public about the components of reparations -- Compensation, Restitution, Rehabilitation, Satisfaction and Guarantees of Non-Repetition -- and to inspire collective action for justice; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 19th day of February 2025, do hereby celebrate Black History Month, and encourage all Chicagoans to join in the celebration; and

Be It Further Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this 19th day of February 2025, do hereby recognize February 25th as National Reparations Awareness Day and commit to using this day to educate our community on Chicago's history of systemic harm, amplify the voices of those affected, and advance reparations as a path toward justice and equity for Black residents.

On motion of Alderperson Mitchell, seconded by Alderpersons Coleman, Hadden, Rodríguez, Sigcho-Lopez, Mitts, La Spata and Burnett, 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 recognizing February 25th as National Reparations Awareness Day. As we honor and recognize the past and celebrate the achievements we are making today we must also acknowledge and continue to fight to address the historical and systemic injustices of the past and present, the Mayor stated, and educate the public about the importance of reparations and how they can inspire collective action for true economic justice. As Chicago continues its nearly 20-year long struggle for reparations we must remember that restitution and restoration cannot be secured through government alone, the Mayor observed, but accountability must also be shared by corporations who have benefitted from slavery. Reflecting on the racial injustices and inequities facing Black communities both in the United States and abroad, Mayor Johnson stated that "it's incumbent upon us to lead the way as Chicagoans and Black Chicagoans" and to continue our efforts to raise awareness and support for Black reparations not only in America, but for countries throughout the world.

Rules Suspended -- RECOGNITION OF LARRY A. HUGGINS FOR CONTRIBUTIONS TO CHICAGO AND BLACK HISTORY.

[R2025-0015552]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Ervin, Fuentes, Coleman, Martin, Dowell, Sposato, Mosley, Hadden, Rodríguez-Sánchez, Lawson, La Spata, Rodríguez, Taliaferro, Vasquez, Lee, Cruz, Gardiner, Chico, Moore, Gutiérrez, Clay, Yancy, Conway, O'Shea, Lopez, Robinson, Villegas, Taylor, Manaa-Hoppenworth, Nugent, Harris, Sigcho-Lopez, Ramirez-Rosa and City Clerk Valencia, a resolution honoring Commissioner Larry Huggins.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson 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, Pioneering construction executive Larry Andrew Huggins was born on February 5, 1950 in the Englewood neighborhood of Chicago; and

WHEREAS, The second of four siblings, he graduated from Englewood High School in 1968 and continued his education at Washburne Trade School, where he earned his painter's certificate in 1972; and

WHEREAS, Mr. Huggins helped found Riteway-Huggins Construction, Inc. in 1975 as Riteway Painting and Decorating, Inc.; and

WHEREAS, In 1985, after a decade of success with Riteway Painting and Decorating Inc., he recognized the opportunity to expand his business and reorganized as a general contracting firm; and

WHEREAS, Mr. Huggins' business acumen, leadership and drive in forming Riteway Construction was a bold move that paid off as the company began winning major

contracts at O'Hare airport, construction manager contract for the Democratic National Convention at the United Center, McCormick Place expansion contract and numerous other projects; and

WHEREAS, In 1981, Mr. Huggins received the annual Bronze Hard Hat Award from the Chicago Economic Development Corporation in recognition of the firm's achievements, performance and growth as a minority-owned construction firm; and

WHEREAS, Mr. Huggins was a founding member of Black Contractors United, which continues to support and pave the way for African Americans in the construction industry and in 1997 he became the first African American to sit on the board of Chicago's commuter rail system, Metra; and

WHEREAS, Mr. Huggins has received recognition by the Chicago Urban League, the Coalition for United Community Action, the Chicago Department of Transportation (as Minority Contractor of the Year in 1996), the African American Contractors Association, Bank of America, the Chicago Economic Development Corporation, *Newsweek* and *Ebony* magazines and, in 2012, by the *Chicago Defender* newspaper for his efforts in providing fair and equitable transportation for all Chicagoans; and

WHEREAS, Today, Riteway-Huggins Construction has garnered the reputation as a widely known and respected general contractor with an impressive roster of clients, repeat business and landmark projects and is a minority-owned business enterprise contractor currently certified by the City of Chicago and the Chicago Transit Authority; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 19th day of February 2025, do hereby honor Larry Huggins for his accomplishments and contributions to Black history, this Black History Month, 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 Larry Huggins as a sign of our appreciation and esteem.

On motion of Alderperson Mitchell, seconded by Alderpersons Harris, Moore, Villegas, Lee, Curtis, Hall, Dowell, Robinson, Sposato, Burnett, Hadden, O'Shea, Hopkins, Ervin, Mosley, Taliaferro, Coleman, Lopez and Mitts, 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 recognizing Larry Huggins for his accomplishments and contributions to the City of Chicago. Proclaiming Mr. Huggins as an indelible part of our city's history, Mayor Johnson spoke of his success story as an accomplished businessman and founder of Riteway-Huggins Construction, a founding member of Black Contractors United, as well as an incredible philanthropist. As Chief Executive Officer, president, and founder of Riteway-Huggins, the company was an integral part in some of our city's landmark projects, the Mayor stated, including the O'Hare International Airport expansion, the McCormick Place expansion, and leading as a construction manager for the Democratic National Convention. Growing up in the Englewood neighborhood of Chicago in the 1960s, there were not many opportunities for young Black men to be entrepreneurs let alone leaders in their industry, the Mayor stated, but Mr. Huggins persevered with hard work, determination and entrepreneurship to provide leadership and industry to our city. Mr. Huggins' service goes beyond helping to build our city, the Mayor asserted, and as a philanthropist and business leader he has helped support and sponsor programs and initiatives to assist minority-owned businesses, provide educational opportunities for our city's Black students and host charitable and community events such as "Christmas in the Wards." Lauding Larry Huggins for his leadership and commitment to and impact on our city and expressing gratitude for his inspirational example for young Black men, Mayor Johnson conveyed his best wishes for continued success and happiness.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF KAFI MORAGNE-PATTERSON AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2025-0015561]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Kafi Moragne-Patterson as a member of the Board of Trustees of Community College District Number 508 for a term effective immediately and expiring June 30, 2027, to succeed Peggy A. Davis, whose term has expired.

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 SECTION 2-44-160 ESTABLISHING NOT-FOR-PROFIT RESIDENTIAL INVESTMENT CORPORATION TO ADDRESS HOUSING NEEDS BY FINANCING, ACQUIRING, OWNING AND OPERATING PERMANENTLY AFFORDABLE, MIXED-INCOME AND ENVIRONMENTALLY SUSTAINABLE HOUSING.

[O2025-0015560]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Three committees having been called, the Committee on Housing and Real Estate, the Committee on Finance and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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 establishment of a not-for-profit organization.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF SECTION 2-45-040 OF MUNICIPAL CODE TO REMOVE REQUIREMENT OF ECONOMIC DISCLOSURE STATEMENTS IN CONNECTION WITH RIGHT-OF-ENTRY AGREEMENTS, RELEASES OF LIABILITY OR OTHER SIMILAR AGREEMENTS.

[O2025-0015544]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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 economic disclosure statement requirements for right-of-entry agreements.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT SENIOR SPECIAL FACILITIES REVENUE BONDS (TRIPS OBLIGATED GROUP), SERIES 2025 FOR FINANCING OR REFINANCING OF AIR CARGO FACILITIES, RELATED FACILITIES, DEBT SERVICE AND BOND COST ISSUANCE.

[O2025-0015555]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on Economic, Capital and Technology Development, the matter was *Referred to the Committee on Committees and Rules:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance authorizing the issuance of Chicago O'Hare International Airport Special Facilities Revenue Bonds, Series 2025.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF DEPARTMENT OF HOUSING ASSISTANCE AND OTHER FINANCIAL ASSISTANCE TO UNAH IRVING PARK L.P. FOR ACQUISITION AND CONSTRUCTION OF BUILDING AT 2909 -- 2917 W. IRVING PARK RD. (JIGZIBIK AFFORDABLE HOUSING DEVELOPMENT PROJECT).

[O2025-0015536]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

February 19, 2025.

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 Jigzibik affordable housing development project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REDEVELOPMENT AGREEMENT WITH CUP O' JOE COFFEE LLC FOR PROVISION OF NEIGHBORHOOD OPPORTUNITY FUNDS TO BUILD COFFEE ROASTERY, BEER PRODUCTION FACILITY, RETAIL CAFÉ AND TAPROOM AT 754 E. 111TH ST.

[O2025-0015562]

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

February 19, 2025.

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 neighborhood opportunity fund redevelopment agreement with Cup O' Joe Coffee LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2025 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2025-0015559]

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

February 19, 2025.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR RENEWAL OF CLASS 6(b) AND CLASS L TAX INCENTIVES FOR VARIOUS PROPERTIES.

[O2025-0015563, O2025-0015564]

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

February 19, 2025.

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 property tax incentive classifications 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 AT VARIOUS LOCATIONS.
[O2025-0015545, O2025-0015546, O2025-0015548]

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

February 19, 2025.

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 specified City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- RENEWAL OF LEASE AGREEMENT WITH SIT STAY READ! INC FOR USE OF CITY-OWNED PROPERTY AT 2861 N. CLARK ST.

[O2025-0015542]

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

February 19, 2025.

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

LADIES AND GENTLEMEN -- At the request of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a renewed lease agreement with SIT STAY READ! INC for use of the City property located at 2861 North Clark Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- FIRST AMENDMENT TO LEASE AGREEMENT WITH STICKS CHICAGO LLC FOR PROPERTY AT 6348 S. ARCHER AVE.

[O2025-0015537]

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

February 19, 2025.

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

LADIES AND GENTLEMEN -- At the request of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of City as a tenant renewed lease agreement with Sticks Chicago LLC for property located at 6348 South Archer Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF ADOPT-A-LANDMARK GRANT FUNDING AGREEMENT WITH FIRST BAPTIST CONGREGATIONAL CHURCH OF CHICAGO FOR PRESERVATION WORK AT 1613 W. WASHINGTON BLVD. AND 60 N. ASHLAND AVE.

[O2025-0015539]

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

February 19, 2025.

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 Adopt-a-Landmark agreement with First Baptist Congregational Church of Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF ADOPT-A-LANDMARK GRANT FUNDING AGREEMENT WITH GREATER UNION BAPTIST CHURCH FOR PRESERVATION WORK AT 1956 W. WARREN BLVD.

[O2025-0015543]

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

February 19, 2025.

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 Adopt-a-Landmark agreement with Greater Union Baptist Church.

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 -- DESIGNATION OF CENTURY BUILDING AT 202 S. STATE ST. AS CHICAGO LANDMARK

[F2025-0015376]

A communication from Ciere Boatright, Commissioner, Department of Planning and Development, under the date of February 4, 2025, received in the Office of the City Clerk on February 10, 2025, regarding the automatic granting of landmark designation for the Century Building at 202 South State Street (O2024-0007258) pursuant to ordinance and Section 2-120-705 of the Municipal Code of Chicago and effective as of January 22, 2025, which was *Placed on File*.

Said ordinance referred to in the aforementioned communication reads as follows:

[O2024-0007258]

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Century Building (the "Building"), located at 202 South State Street, Chicago, Illinois, and legally described in Exhibit 1, attached hereto, satisfies three (3) criteria for landmark designation as set forth in Section 2-120-620 (1), (4) and (5) of the Municipal Code; and

WHEREAS, The Building is an outstanding example of a distinct retail building type known as a "tall shops" building. "Tall shops" buildings were the retail equivalent of the speculative office building, using high-rise structures to create interior shopping "streets". Free from the vagaries of outside weather, noise, and bustle, this early vertical version of an indoor mall allowed shoppers to move from one floor to the next as they perused goods and services; and

WHEREAS, "Tall shops" buildings like the Building were designed to attract the large numbers of small- and mid-sized merchants and service providers who desired the advantages of being located on State Street but for whom street-level space did not make economic sense. Handsome edifices with lavish entries and lobbies were designed to attract and encourage potential customers to enter and circulate through the building. Elegant display cases on the ground floor allowed upper-floor tenants to advertise their wares. On the upper floors, glass corridor walls of the tenant spaces functioned like shop windows. Tenants enjoyed the advantages of single ownership in terms of scale of operation and building management while amenities such as restaurants doubled as a draw for potential customers; and

WHEREAS, The Building is prominently sited at the southwest corner of State and Adams Streets. Despite occupying only about half of the State Street frontage in the Loop, speculative high-rise "tall shops" and professional office buildings, typically occupying corners, along with major department store buildings, occupying half- or full-block lots, visually dominated the streetscape and created a distinctive street wall with canyon-like views; and

WHEREAS, The Building manifests in built form the increasing demand for retail space on State Street and the consequent skyrocketing prices for it in the decades before the First World War. Developers exploited advances in building technologies and materials to construct taller buildings by creating skyscrapers on the highly desirable but often narrow parcels they were able to assemble. These purpose-built retail "tall shops" structures contributed to the increasing density of State Street over the course of its evolution as Chicago's primary retail corridor; and

WHEREAS, The Building is a Commercial-style building in the tradition of the Chicago School of architecture. Experiments with building materials and technologies allowed buildings to grow taller, exterior walls to open up to allow in more light, and usable interior space to be maximized with fewer columns. The Building utilized these key elements of the Chicago School of architecture; and

WHEREAS, The Building is located on State Street in Chicago's Loop, home to more buildings from the Chicago School of architecture than anywhere else. The Building represents the final years of this movement, generally considered to end with the onset of the First World War, where emphasis on expression of the steel-frame construction gave way to emphasis on the verticality and sleek, linear geometry seen in much of the following decades' skyscrapers; and

WHEREAS, The Building was one of dozens of Loop structures built in the two decades leading up to the First World War featuring white-glazed-terra-cotta cladding. Taken together, they represented the most extensive use of white-glazed terra cotta in the city; and

WHEREAS, Although the Building employs the steel frame, large window openings, and white-glazed terra cotta that characterized Holabird & Roche's State Street commercial buildings since 1900, it also signaled a change. The repeating, narrow, continuous mullions within each bay, the overall height of the structure relative to its width, and the darkening and recessing of spandrel panels so they visually recede relative to the verticals give the facades a striking emphasis on verticality. This new emphasis was central to skyscraper designs of the following decades by Holabird and Roche and its successor firm, Holabird and Root; and

WHEREAS, The Building displays a high level of detailing and craftsmanship in the Late Gothic terra-cotta ornamentation at the Building's exterior; and

WHEREAS, The 1951 -- 1952 remodeling of the Building's exterior at the first and second floors by architect William Sevic for Home Federal Savings reflects the optimism and prosperity of post-war America when new was equated with better. Like other financial institutions of the era, appearing modern and efficient was seen as a way to attract customers. The unadorned, smooth lines of the International Style were used to communicate this message; and

WHEREAS, The wholesale change of storefronts, indeed even entire facades, has been a continuous phenomenon from State Street's earliest days. With the recovery of the economy after the Second World War, modernization of commercial spaces accelerated on State Street. The Building's altered exterior at the first and second floors is especially noteworthy as a rare surviving example of a mid-twentieth-century commercial storefront remodeling on State Street; and

WHEREAS, The storefront of the Building is an excellent example of the translation of the International Style to storefront design. New, "open front" storefronts prioritized views inside such that the interior commercial space became the display. Tall, plate-glass windows were employed as both window and architectural form. The Building's dramatic, floor-to-ceiling, curving-plate-glass storefront trimmed in stainless steel is an example par excellence of these ideas; and

WHEREAS, The Building was designed by Chicago architects William Holabird and Martin Roche, both of whom are recognized as innovative and prolific practitioners of the Chicago School of architecture; and

WHEREAS, The architectural firm of Holabird & Roche was one of the most successful and prolific architectural firms in Chicago between 1883 and 1927. By the time the Building was completed in 1916, the firm was responsible for five to ten percent of the construction in the city. Over a dozen of their buildings are designated as individual Chicago Landmarks including the Old Colony, Marquette, Chicago, and City Hall-County Buildings, the Three Arts Club, and the Palmer House Hotel; and

WHEREAS, Holabird & Roche was one of the firms whose work played a large role in shaping State Street. The Building was one in a series of their steel-frame, white-glazed-terra-cotta buildings for which they became known, including the twelve-story Republic Building (1905, demolished 1961; 209 South State Street), the nineteen-story North American Building (1912, extant; 2 West Monroe Street), the Rothschild Department Store (1912, extant; 333 South State Street), and the Waterman Building (1919, extant; 127 South State Street); and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On December 7, 2023, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

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

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

-- All exterior elevations of the Building, including rooflines and the first- and second-floor exteriors remodeled in 1951 -- 1952.

In light of the Building's adjacency to the Dirksen U.S. Courthouse and the security vulnerabilities asserted by the federal government, and in order to recognize and provide the flexibility which may be needed to accommodate the fifteen (15) reuse criteria provided by the General Services Administration for the Building which were developed in collaboration with the United States District Court, Northern District of Illinois, and federal law enforcement agencies, and published in the November 1, 2022, Federal Register, the following additional guidelines shall also apply to the Commission's review of permits pursuant to Section 2-120-740:

-- The Commission shall have flexibility to allow modifications to the Building to accommodate the GSA's reuse criteria in order that viable reuse of the Building can be achieved.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon the date of its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description (subject to final survey and title commitment):

Lots 1 and 2 in Starkweather's Subdivision of the north half of Lots 1 and 2 in Block 140 in School Section Addition to Chicago, all in Section 16, Township 39 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

200 -- 204 South State Street, Chicago, Illinois (evens).
1 -- 15 West Adams Street, Chicago, Illinois (odds).

Commonly known as: 202 South State Street.

Permanent Index Number:

17-16-224-015-0000.

Placed On File -- DESIGNATION OF CONSUMERS BUILDING AT 220 S. STATE ST. AS CHICAGO LANDMARK.

[F2025-0015382]

A communication from Ciere Boatright, Commissioner, Department of Planning and Development, under the date of February 4, 2025, received in the Office of the City Clerk on February 10, 2025, regarding the automatic granting of landmark designation for the Consumers Building at 220 South State Street (O2024-0007259) pursuant to ordinance and Section 2-120-705 of the Municipal Code of Chicago and effective as of January 22, 2025, which was *Placed on File*.

Said ordinance referred to in the aforementioned communication reads as follows:

[O2024-0007259]

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through 690, the Commission on Chicago Landmarks (the "Commission") has determined that the Consumers Building (the "Building"), located at 220 South State Street, Chicago, Illinois, and legally described in Exhibit 1, attached hereto, satisfies three (3) criteria for landmark designation as set forth in Section 2-120-620 (1), (4), and (5) of the Municipal Code; and

WHEREAS, The Building is an excellent example of a professional office building from the early twentieth century. These high-rise office buildings, typically located on corners and reaching between fifteen (15) and twenty-five (25) stories, had retail on the lower floors and leasable office space on the upper floors. These typically tall, narrow structures, like the Building, offered abundant light and ventilation provided by plentiful fenestration, allowed for subdivision to suit tenant needs, and had exteriors and building entries meant to be attractive to potential customers; and

WHEREAS, The Building, completed in 1916, is a professional office building, a distinct building type important to the evolution of State Street which reflects the symbiotic relationship between retail and professional services seen throughout State Street's history as Chicago's primary retail thoroughfare; and

WHEREAS, Despite occupying only about half of the frontage along State Street, "skyscraper" professional office buildings and similar "tall shops" buildings, typically occupying corners, along with major department store buildings occupying half- or full-block lots, visually dominated the streetscape of State Street and created a distinctive street wall with canyon-like views; and

WHEREAS, As a professional office building commissioned by speculative real estate developer Jacob L. Kesner, the Building reflects the market forces at work on State Street which led to greater specialization of building use. Developers began to construct "purpose-built" structures tailored to intended uses such as professional office buildings; and

WHEREAS, The Building manifests in built form the increasing demand for retail and office space and the consequent skyrocketing prices for State Street real estate taking place in the decades before the First World War which left developers with no choice but to build upward. Developers exploited advances in building technologies and materials to construct taller buildings by creating skyscrapers on the highly desirable but often narrow parcels they were able to assemble. These buildings were part of the evolution of State Street during its retail dominance of Chicago and the resulting compactness and density of the business and retail corridor; and

WHEREAS, The Building is a Commercial-style building in the tradition of the Chicago School of architecture. Experiments with building materials and technologies allowed buildings to grow taller, exterior walls to open up to allow in more light, and usable interior space to be maximized with fewer columns. The Building utilized these key elements of the Chicago School of architecture; and

WHEREAS, Commercial-style buildings emphasize the clear expression of the steel-frame structure. The Building's steel frame is expressed on the exterior by the grid-like pattern of continuous, vertical piers, and narrow, horizontal spandrels. The overall height of the structure relative to its width, the widening of piers at the corners and center of the east elevation, and the recessing of spandrel panels emphasize the vertical over the horizontal elements of the facade; and

WHEREAS, The Building is located on State Street in Chicago's Loop, home to more buildings from the Chicago School of architecture than anywhere else. The Building represents the final years of this movement, generally considered to end with the onset of the First World War; and

WHEREAS, The Building was one of dozens of Loop structures built in the two decades leading up to the First World War featuring white-glazed-terra-cotta cladding. Taken together, they represented the most extensive use of white-glazed terra cotta in the city; and

WHEREAS, The Building displays a high level of detailing and craftsmanship in the Classical Revival terra-cotta ornamentation at the building's exterior; and

WHEREAS, The Building's vestibule and lobby are especially noteworthy as a rare surviving example of an early twentieth-century professional office building entryway and lobby in Chicago. The walls and ceilings are clad in white Carrara marble with simple geometric Classical Revival detailing and a marble staircase is set into an alcove. Crossbeams in the vestibule and lobby ceiling align with pilasters along the walls. Decorative bronze elements include door frames and lobby fixtures like baseboard grills, a building directory, mailbox, elevator detailing, and festooned sconces at each pilaster; and

WHEREAS, The Building was one of many Loop structures designed by the architectural firm of Mundie & Jensen including the Municipal Courts Building (1906 and 1912 addition, extant, 116 South Michigan Avenue, located in the Chicago Landmark Historic Michigan Avenue District), the Kesner Building (1910, extant, 1 -- 5 North Wabash Avenue), the LeMoyne Building (1915, extant, 180 North Wabash Avenue), the Singer Building (1925 --1926, extant, 120 South State Street) and the Union League Club (1926, extant, 65 West Jackson Boulevard); and

WHEREAS, Mundie & Jensen were among the most important designers in the city enlisted by auto dealers in the first decades of the twentieth century to construct new showrooms in the automobile sales and service nexus of Motor Row located south of the Loop. Six of the firm's buildings are extant and located within the Chicago Landmark Motor Row District; and

WHEREAS, During its three decades (1907 -- 1936), Mundie & Jensen was one of the most prolific architectural firms in Chicago after the turn of the twentieth century. They were known not only for their Loop skyscrapers, but for their industrial, bank, and residential buildings; and

WHEREAS, Architect Elmer C. Jensen's sense of responsibility to the larger profession of architecture earned him the title "Dean of Chicago Architects" and he was "given about every honor members of his profession in Chicago have been able to bestow" according to a *Chicago Tribune* biographical profile. His list of membership organizations and positions held is lengthy and, upon his death in 1955, he had spent nearly seventy (70) years in the field of architecture; and

WHEREAS, Architect William Bryce Mundie distinguished himself by the quality of his draftsmanship and designs while working for William Le Baron Jenney and rose to become a partner in 1891, forming Jenney & Mundie. Mundie is credited with the design of the Horticultural Building erected for the 1893 World's Columbian Exposition. He served as Architect for the Chicago Board of Education from 1898 to 1904 and became a Fellow of the American Institute of Architects; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On December 7, 2023, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

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

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

-- All exterior elevations, including rooflines, of the Building; and

-- The main entrance vestibule and elevator lobby.

In light of the Building's adjacency to the Dirksen U.S. Courthouse and the security vulnerabilities asserted by the federal government, and in order to recognize and provide the flexibility which may be needed to accommodate the fifteen (15) reuse criteria provided by the General Services Administration (the "GSA") for the Building which were developed in collaboration with the United States District Court, Northern District of Illinois, and federal law enforcement agencies, and published in the November 1, 2022, Federal Register, the following additional guidelines shall also apply to the Commission's review of permits pursuant to Section 2-120-740:

-- The Commission shall have flexibility to allow modifications to the Building to accommodate the GSA's reuse criteria in order that viable reuse of the Building can be achieved.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon the date of its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description (subject to final survey and tittle commitment):

All that part of original Lots 1 and 2 and of Sublots 8 and 9 of Subdivision of original Lots 3 and 4, all in Block 140 in the School Section Addition to Chicago of Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

214 -- 226 South State Street, Chicago, Illinois (evens).
2 -- 16 West Quincy Street, Chicago, Illinois (evens).

Commonly known as: 220 South State Street.

Permanent Index Numbers:

17-16-224-028-8001;

17-16-224-028-8002;

17-16-224-028-8004;

17-16-224-028-8005; and

17-16-224-028-8006.

Placed On File -- CITY TREASURER'S ANNUAL REPORT REGARDING OVERALL INCOME ON TOTAL HOLDINGS ACROSS ALL FUNDS HELD BY TREASURER'S OFFICE FOR YEAR 2024.

[F2025-0015183]

A communication from Melissa Conyears-Ervin, City Treasurer, under the date of January 30, 2025, received in the Office of the City Clerk on January 30, 2025, transmitting, pursuant to Section 2-32-610 of the Municipal Code of Chicago, a report regarding the overall income on the total city holdings across all funds held by the Treasurer's Office including asset allocation, cash position and overall credit quality as of December 31, 2024, which was *Placed on File*.

Placed On File -- INSPECTOR GENERAL'S FOLLOW-UP EVALUATION OF USE OF AFFIDAVIT OVERRIDES IN DISCIPLINARY INVESTIGATIONS OF CHICAGO POLICE DEPARTMENT MEMBERS.

[F2025-0015184]

A communication from Deborah Witzburg, Inspector General, under the date of January 31, 2025, received in the Office of the City Clerk on January 30, 2025, transmitting the Inspector General's follow-up evaluation concerning affidavit overrides in disciplinary investigations of Chicago Police Department members, which was *Placed on File*.

Placed On File -- INSPECTOR GENERAL'S ADVISORY CONCERNING GIFTS ACCEPTED ON BEHALF OF CITY.

[F2025-0015068]

A communication from Deborah Witzburg, Inspector General, under the date of January 29, 2025, received in the Office of the City Clerk on January 28, 2025, transmitting the Inspector General's advisory concerning gifts accepted on behalf of the City of Chicago, which was *Placed on File*.

Placed On File -- INSPECTOR GENERAL'S ADVISORY CONCERNING NON-COMPLIANT SEPARATION OF WATER MAINS AND SEWERS.

[F2025-0015558]

A communication from Deborah Witzburg, Inspector General, under the date of February 19, 2025, received in the Office of the City Clerk on February 18, 2025, transmitting the Inspector General's advisory to the City of Chicago Department of Water Management concerning non-compliant separation of water mains and sewers, which was *Placed on File*.

Placed On File -- COMPREHENSIVE ANNUAL FINANCIAL AUDIT REPORT OF CITY COLLEGES OF CHICAGO FOR FISCAL YEAR ENDED JUNE 20, 2024.

[F2025-0015148]

A communication from Bruce Gename, Associate Controller, City Colleges of Chicago Finance Department, under the date of December 5, 2024, received in the Office of the City Clerk on January 30, 2025, transmitting the City Colleges of Chicago Comprehensive Annual Financial Audit Report for the fiscal year ended June 30, 2024, 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 January 15, 2025 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 February 19, 2025 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 January 15, 2025, 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:

Walter and Nancy Aque (Application Number 22658) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-G bounded by:

a line 24 feet north of and parallel to West 18th Place; the public alley next east of and parallel to South May Street; West 18th Place; and South May Street (common address: 1819 South May Street).

[O2025-0015297]

Armand Salon Suites II LLC (Application Number 22674) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 13-G bounded by:

a line 220.02 feet south of West Catalpa Avenue, as measured along the west line of North Clark Street; North Clark Street; a line 268.06 feet south of West Catalpa Avenue, as measured along the west line of North Clark Street; and the public alley next west of North Clark Street (common address: 5434 North Clark Street).

[O2025-0015361]

Base 3 Development, Inc. (Application Number 22681T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 9-I bounded by:

a line 289.5 feet north of and parallel to West Grace Street; the public alley next east of and parallel to North Kedzie Avenue; a line 177 feet north of and parallel to West Grace Street; and North Kedzie Avenue (common address: 3819 -- 3827 North Kedzie Avenue).

[O2025-0015513]

Beltran Revolution Developer LLC (Application Number 22669T1) -- to classify as a B3-2 Community Shopping District instead of a C2-1 Motor Vehicle-Related Commercial District the area shown on Map Number 5-N bounded by:

West Grand Avenue; a line 250 feet east of and parallel to North Sayre Avenue; the public alley next south of and parallel to West Grand Avenue; and a line 200 feet east of and parallel to North Sayre Avenue (common address: 6945 West Grand Avenue).

[O2025-0015349]

Beltran Revolution Developer LLC (Application Number 22668T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a C2-1 Motor Vehicle-Related District the area shown on Map Number 5-N bounded by:

West Grand Avenue; a line 200 feet east of and parallel to North Sayre Avenue; the public alley next south of and parallel to West Grand Avenue; and a line 150 feet east of and parallel to North Sayre Avenue (common address: 6955 West Grand Avenue).

[O2025-0015346]

Birnecker Holdings LLC (Application Number 22659T1) -- to classify as C3-2 Commercial, Manufacturing and Employment District instead of a C3-2 Commercial, Manufacturing and Employment District the area shown on Map Number 11-H bounded by:

North Ravenswood Avenue; a line 92.5 feet south of and parallel to West Cullom Avenue; the public alley next east of and parallel to North Ravenswood Avenue; and a line 342.5 feet south of and parallel to West Cullom Avenue (common address: 4241 North Ravenswood Avenue).

[O2025-0015320]

Brinshore Development LLC (Application Number 22685T1) -- 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 6-I bounded by:

West 24th Boulevard; South California Avenue; a line 149.70 feet south of and parallel to West 24th Street; a line 144 feet west of and parallel to South California Avenue; the public alley south of and parallel to West 24th Street; and a line 265 feet west of and parallel to South California Avenue (common address: 2801 -- 2825 West 24th Boulevard/2424 -- 2436 South California Avenue).

[O2025-0015613]

Chun Ho Chan (Application Number 22689T1) -- 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-F bounded by:

a line 49 feet north of and parallel to West 33rd Street; the public alley next east of South Emerald Avenue; West 33rd Street; and South Emerald Avenue (common address: 3257 -- 3259 South Emerald Avenue).

[O2025-0015618]

Chen's Brothers of Illinois LLC (Application Number 22671T1) -- 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 6-G bounded by:

the alley next south of South Archer Avenue; the alley next east of and parallel to South Green Street; a line 141.75 feet south of the intersection of South Archer Avenue and South Green Street, as measured along the east right-of-way line of South Green Street and perpendicular thereto; and South Green Street (common address: 2509 -- 2513 South Green Street).

[O2025-0015355]

Patryk Marek Chlopecki (Application Number 22688T1) -- 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 7-I bounded by:

a line 76.50 feet south of and parallel to West Fletcher Street; North Western Avenue; a line 101.50 feet south of and parallel to West Fletcher Street; and the public alley west of and parallel to North Western Avenue (common address: 3116 North Western Avenue).

[O2025-0015617]

Arthur Cleveland (Application Number 22661T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 20-F bounded by:

a line 321.00 feet north of and parallel to West 81st Street; South Lafayette Avenue; a line 291.00 feet north of and parallel to West 81st Street; and the alley next west of and parallel to South Lafayette Avenue (common address: 8028 South Lafayette Avenue).

[O2025-0015331]

CPI2 LLC (Application Number 22660T1) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-I bounded by:

West Augusta Boulevard; a line 98 feet east of and parallel to North Fairfield Avenue; the alley next south of and parallel to West Augusta Boulevard; and a line 74 feet east of and parallel to North Fairfield Avenue (common address: 2719 West Augusta Boulevard).

[O2025-0015325]

Kurt Erdmann (Application Number 22675T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-H bounded by:

West 18th Place; a line 312.00 feet east of and parallel to South Leavitt Street; the alley next south of and parallel to West 18th Place; and a line 288.0 feet east of and parallel to South Leavitt Street (common address: 2129 West 18th Place).

[O2025-0015395]

Hellas Management LLC (Application Number 22664T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-I bounded by:

West 15th Street; a line 311.33 feet east of and parallel to South Washtenaw Avenue; a public alley next south of and parallel to West 15th Street; and a line 265.33 feet east of and parallel to South Washtenaw Avenue (common address: 2631 -- 2633 West 15th Street).

[O2025-0015341]

Jimmys Foods Inc. (Application Number 22667) -- to classify as a B2-1 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit District the area shown on Map Number 10-H bounded by:

a line 48.11 feet north of and parallel to West 45th Street; South Hermitage Avenue; West 45th Street; and the alley next west of and parallel to South Hermitage Avenue (common address: 4456 South Hermitage Avenue).

[O2025-0015345]

Lekhayim Venture LLC (Application Number 22662) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 15-I bounded by:

the alley parallel to and north of North Lincoln Avenue; a line 118.20 feet from Fairfield Avenue; North Lincoln Avenue; and a line 43.20 feet from West Fairfield Avenue (common address: 5689 -- 5693 North Lincoln Avenue).

[O2025-0015332]

LMV II Triangle Square Holdings, L.P. (Application Number 22673) -- to classify as Residential Business Planned Development Number 1420, as amended, instead of Residential Business Planned Development Number 1420, as amended, the area shown on Map Number 5-H bounded by:

West Webster Avenue; the Chicago and Northwestern Railroad right-of-way; and North Elston Avenue (common address: 1653 -- 1739 West Webster Avenue and 2075 -- 2189 North Elston Avenue).

[O2025-0015360]

Christopher Loutris (Application Number 22684T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing Business Park District the area shown on Map Number 1-I bounded by:

West Carroll Avenue; a line 39.82 feet west of and parallel to North Sacramento Avenue; the public alley next south of West Carroll Avenue; and a line 189.82 feet west of and parallel to North Sacramento Avenue (common address: 3005 -- 3017 West Carroll Avenue).

[O2025-0015557]

Christopher Loutris (Application Number 22680T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing Business Park District the area shown on Map Number 1-I bounded by:

West Carroll Avenue; North Whipple Street; a line 149.02 feet south of and parallel to West Carroll Avenue; and North Albany Avenue (common address: 3037 -- 3047 West Carroll Avenue/317 -- 331 North Albany Avenue).

[O2025-0015502]

Christopher Loutris (Application Number 22678T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing Business Park District the area shown on Map Number 1-J bounded by:

the public alley next north of and parallel to West Carroll Avenue; North Kedzie Avenue; West Carroll Avenue; and a line 154.60 feet west of and parallel to North Kedzie Avenue (common address: 3200 West Carroll Avenue).

[O2025-0015474]

MaryAnn and Ken Miotk (Application Number 22672) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a B3-1 Community Shopping District the area shown on Map Number 32-B bounded by:

a line 25.15 feet north of and parallel to East 133rd Street; South Houston Avenue; East 133rd Street; and the public alley next west of and parallel to South Houston Avenue (common address: 13258 South Houston Avenue).

[O2025-0015357]

Julio C. Mizhquiri (Application Number 22666) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-K bounded by:

West Augusta Boulevard; a line 122.3 feet east of and parallel to North Kildare Avenue; the alley next south of and parallel to West Augusta Boulevard; and a line 86.3 feet east of and parallel to North Kildare Avenue (common address: 4249 West Augusta Boulevard).

[O2025-0015344]

PL 966 Buyers LLC (Application Number 22683T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 4-G bounded by:

the public alley north of and parallel to West 18th Street; a line 44.0 feet west of and parallel to South Morgan Street; West 18th Street; and a line 110.0 feet west of and parallel to South Morgan Street (common address: 966 West 18th Street).

[O2025-0015556]

Puerto Rican Arts Alliance (Application Number 22682T1) -- to classify as a B3-2 Community Shopping District instead of a B3-2 Community Shopping District and an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-J bounded by:

the alley next north of and parallel to North Elbridge Avenue; a diagonal line traveling in a southeasterly direction from a point 71.2 feet east of and parallel to North Central Park Avenue and 125 feet north of and parallel to North Elbridge Avenue to a point 75 feet east of and parallel to North Central Park Avenue and 116.7 feet north of and parallel to North Elbridge Avenue; a line 75 feet east of and parallel to North Central Park Avenue; a diagonal line traveling southeasterly from a point 75 feet east of and parallel to North Central Park Avenue and 84.3 feet north of and parallel to North Elbridge Avenue through a point 350 feet southwest of and parallel to the north right-of-way line of the intersection of North Elbridge Avenue and North Drake Avenue; North Elbridge Avenue; and North Central Park Avenue (common address: 3000 -- 3010 North Elbridge Avenue).

[O2025-0015551]

Hafeez Shaka (Application Number 22687T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RM4.5 Residential Multi-Unit District the area shown on Map Number 4-G bounded by:

West 16th Street; a line 50.0 feet east of and parallel to South Loomis Street; the public alley south of and parallel to West 16th Street; and a line 25.0 feet east of and parallel to South Loomis Street (common address: 1355 West 16th Street).

[O2025-0015616]

Lynn M. Story (Application Number 22690) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 15-M bounded by:

North Miltimore Avenue; North Milwaukee Avenue; and a line 63.44 feet northwest of the intersection of North Miltimore Avenue and North Milwaukee Avenue, as measured along the northeast right-of-way line of North Milwaukee Avenue and perpendicular thereto (common address: 5621 North Milwaukee Avenue).

[O2025-0015619]

STX Construction & Plumbing, Inc. (Application Number 22670) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 9-N bounded by:

a line 313.65 feet south of and parallel to West Irving Park Road; North Nordica Avenue; a line 344.90 feet south of and parallel to West Irving Park Road; and the public alley next west of and parallel to North Nordica Avenue (common address: 3930 North Nordica Avenue).

[O2025-0015353]

Henry Tam (Application Number 22686T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing Business Park District the area shown on Map Number 6-G bounded by:

a northeasterly line 138.65 feet long starting at a point 257.11 feet west of a point 166 feet north of the intersection of West 27th Street and South Peoria Avenue, as measured along the west right-of-way line of South Peoria Avenue; an easterly line 75.22 feet and parallel to the alley next north of and parallel to West 27th Street from the previous line; a southeasterly line 95.95 feet long starting from the previous line and ending at a point 166 feet north of the intersection of West 27th Street and South Peoria Avenue, as measured along the west right-of-way line; and the alley next north of and parallel to West 27th Street (common address: 2606 South Peoria Street).

[O2025-0015615]

TNHS LLC (Application Number 22677T1) -- 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 13-I bounded by:

West Winnemac Avenue; the public alley next northeast of North Lincoln Avenue; a line 147.13 feet south of West Winnemac Avenue, as measured along the northeasterly line of North Lincoln Avenue; and North Lincoln Avenue (common address: 5023 -- 5035 North Lincoln Avenue/2441 -- 2453 West Winnemac Avenue).

[O2025-0015397]

Ryann L. Wynne (Application Number 22663) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 2-L bounded by:

the alley next north of and parallel to West Congress Parkway; a line 32 feet east of and parallel to South Lockwood Avenue; West Congress Parkway; and South Lockwood Avenue (common address: 5260 West Congress Parkway).

[O2025-0015334]

Y.A.R.S. LLC (Application Number 22679T1) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 16-M bounded by:

the public alley next north of and parallel to West 64th Place; a line 81.92 feet east of and parallel to South Major Avenue; West 64th Place; and a line of 31.92 feet east of and parallel to South Major Avenue (common address: 5652 -- 5654 West 64th Place).

[O2025-0015491]

1001 Chicago LLC (Application Number 22656) -- to classify as Residential-Business Planned Development Number 1263, as amended, instead of Residential-Business Planned Development Number 1263, as amended, the area shown on Map Number 1-G bounded by:

West Chicago Avenue; North Morgan Street; North Milwaukee Avenue; and North Carpenter Street (common address: 727 North Milwaukee Avenue/ 1001 West Chicago Avenue).

[O2025-0015282]

1114 W Grand LLC (Application Number 22676T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-G bounded by:

the public alley next north of and parallel to West Grand Avenue; a line 125.00 feet east of and parallel to North May Street; West Grand Avenue; and a line 100.00 feet east of and parallel to North May Street (common address: 1114 West Grand Avenue).

[O2025-0015396]

1315 Taylor One LLC (Application Number 22691T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 2-G bounded by:

West Taylor Street; a line 125.00 feet west of and parallel to South Throop Street; the public alley next south of and parallel to West Taylor Street; and a line 150.00 feet west of and parallel to South Throop Street (common address: 1313 -- 1315 West Taylor Street).

[O2025-0015620]

2017 S. California LLC (Application Number 22665T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 4-I bounded by:

a line 125 feet north of and parallel to West 21st Street; a public alley east of and parallel to South California Avenue; a line 100 feet north of and parallel to West 21st Street; and South California Avenue (common address: 2017 South California Avenue).

[O2025-0015342]

2053 Irving LLC (Application Number 22657T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 9-H bounded by:

the south line of West Irving Park Road; a line 99.25 feet east of and parallel to the east line of North Hoyne Avenue; the alley next south of and parallel to West Irving Park Road; and a line 55.25 feet east of and parallel to the east line of North Hoyne Avenue (common address: 2053 West Irving Park Road).

[O2025-0015285]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abrams, Ira P. and Krucoff, Rachel A. [CL2025-0015234]

Acosta, Janet [CL2025-0015223]

Alford, Thomas D. [CL2025-0015675]

Arnold, Chauncy [CL2025-0015231]

Auto Club Insurance and Daniel, Larry [CL2025-0015226]

Baghdasarian, Rita [CL2025-0015686]

Barber El Bey, Maat [CL2025-0015236]

Beecham, Arnel U. [CL2025-0015052]

Bucior, Daniella K. [CL2025-0015227]

Cao, Yang [CL2025-0015229]

Cowley, Diane [CL2025-0015245]

Curtis, Dannielle M. [CL2025-0015216]

Fadhel, Muhannad N.	[CL2025-0015670]
Frazier, Jessica H.	[CL2025-0015247]
Gensinger, Raymond A.	[CL2025-0015213]
Gioia, Leo Ferro	[CL2025-0015249]
Gu, Yuze	[CL2025-0015215]
Jeffries, Cassandra S.	[CL2025-0015240]
Kirby, Howard D.	[CL2025-0015662]
Koellner, Steven C.	[CL2025-0015663]
LaMothe, LaKeith J.	[CL2025-0015248]
Li, Wei X.	[CL2025-0015238]
Lindauer, Michael A.	[CL2025-0015237]
Mandel, Matt D.C.	[CL2025-0015228]
Matazov, Kanimet	[CL2025-0015235]
Morris, Steven R.	[CL2025-0015687]
Mulligan, Stephen E.	[CL2025-0015671]
Myslinski, Lisa J.	[CL2025-0015224]
Neal, Sebrina M. (2)	[CL2025-0015211, CL2025-0015212]
O'Banion, Dathon K.	[CL2025-0015219]
Poulakos, Nick J.	[CL2025-0015214]
Progressive Insurance and Gonzalez, Daniel	[CL2025-0015225]
Progressive Insurance and Thurman, Jatara	[CL2025-0015233]
Riddle, Shirley A.	[CL2025-0015222]
Robertson, Tameara	[CL2025-0015668]

Safakas, Andreas G. [CL2025-0015669]

Sait, Sameer A. [CL2025-0015666]

Saracini, Joseph Michael [CL2025-0015218]

Sedgwick Claims and Reyes Holdings LLC [CL2025-0015677]

Uldrych, Mellissa M. [CL2025-0015680]

Viveros, Xitlali [CL2025-0015217]

Whalen, James H. [CL2025-0015673]

Yong, Nicole D. [CL2025-0015683]

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY REMOVING DESIGNATION OF SEGMENTS OF N. CICERO AVE. AS PEDESTRIAN STREET. [O2025-0015612]

A communication from Patrick Murphey, Zoning Administrator, Department of Planning and Development, under the date of February 11, 2025, and received in the Office of the City Clerk on February 11, 2025, transmitting an ordinance amending Title 17 of the Municipal Code of Chicago by removing designation of segments of North Cicero Avenue as a pedestrian street (Ordinance Number O2025-0015612), which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF 79 W. MONROE ST. AS CHICAGO LANDMARK. [O2025-0015553]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of February 18, 2025, and received in the Office of the City Clerk on February 18, 2025, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of the Rectors Building at 79 West Monroe Street as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AUTHORIZATION OF EXPENDITURE OF TAX INCREMENT FINANCING FUNDS FOR REHABILITATION OF FORMER DIPLOMAT MOTEL TO HOUSE THE HAVEN ON LINCOLN PILOT PROJECT.

[O2025-0014825]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the expenditure of tax increment financing (TIF) funds for rehabilitation of the former Diplomat Motel to house The Haven on Lincoln located at 5230 North Lincoln Avenue in the 40th Ward (O2025-0014825), 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 February 10, 2025.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government under the Illinois Constitution of 1970; and

WHEREAS, The City, through its Department of Housing ("DOH"), is charged with the mission of expanding housing access and choice; and

WHEREAS, DOH is undertaking a project for the rehabilitation of City-owned property located at 5230 North Lincoln Avenue and formerly known as the Diplomat Motel that will make property renovations for the building to house The Haven on Lincoln (the "Project"), a pilot program of the Chicago Department of Public Health that will provide behavioral health and housing support for people experiencing homelessness who have unaddressed physical health and behavioral health needs; and

WHEREAS, The Commissioner of Housing (the "Commissioner") intends to contract with a general contractor for the construction of the Project; and

WHEREAS, The Commissioner seeks authority to enter into one or more contracts, or modifications to existing contracts, with a general contractor for the execution and construction of the Project (collectively, the "Contracts"); and

WHEREAS, The Contracts will be funded with incremental taxes from the Lincoln Avenue Redevelopment Project Area and any other funds legally available to the City for this purpose; now, therefore,

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

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

SECTION 2. The Commissioner or her designee (each, an "Authorized Officer") is hereby authorized to negotiate, execute and deliver the Contracts and such other supporting documents as may be necessary to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by an Authorized Officer.

SECTION 3. Any Contracts entered into pursuant to this ordinance may contain such terms as determined by the Authorized Officer in their discretion to be reasonable and appropriate, which may include indemnification of the general contractor, but need not contain provisions imposed by City ordinances or State law, unless such provisions are mandatory and preempt the City's home rule authority.

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 of the other provisions of this ordinance.

SECTION 5. This ordinance shall take effect upon its passage and approval.

REDEVELOPMENT AGREEMENT WITH AND ISSUANCE OF TAX INCREMENT FINANCING ASSISTANCE FUNDS TO FRANCISCAN OUTREACH FOR ACQUISITION AND REHABILITATION OF PROPERTY AT 2508 -- 2538 W. 21ST ST. AND AMENDMENT NO. 4 TO WESTERN/OGDEN TAX INCREMENT FINANCING REDEVELOPMENT AREA PROJECT AND PLAN TO CHANGE ALLOWED USE OF PROPERTY FROM INDUSTRIAL TO MIXED-USE.

[O2025-0014828]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the redevelopment agreement with and issuance of tax increment financing (TIF) funds to Franciscan Outreach for acquisition and rehabilitation of the property located at 2508 -- 2538 West 21st Street in the 25th Ward in an amount not to exceed $15,000,000 in TIF funds, and Amendment Number 4 to the Western/Ogden Tax Increment Financing Redevelopment Area Project and Plan (O2025-0014828), 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 February 10, 2025.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to ordinances adopted on February 5, 1998, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 61204 to 61411 (as amended, the "TIF Ordinances"), and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council of the City (the "City Council"): (i) approved a redevelopment plan and project (as amended, the "Plan") for a portion of the City known as the "Western/Ogden Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area; and

WHEREAS, The Plan was amended on July 30, 2014, April 24, 2020, and October 26, 2022, and said amendments were published in the *Journal* for such respective dates; and

WHEREAS, Franciscan Outreach, an Illinois not-for-profit corporation (the "Developer"), plans to develop real property located within the Area generally at 2508 -- 2538 West 21st Street, Chicago, Illinois (the "Property") and the Developer plans to commence and complete the following, which shall hereinafter be known as the "Project": rehabilitation of an approximately 45,200 square foot existing industrial complex comprised of four connected buildings resulting in shelter housing with 34 non-congregate shelter units, consisting of 84 non-congregate shelter beds with shared bathrooms, and two areas that can accommodate up to 36 emergency congregate shelter beds and shared bathrooms; and

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

WHEREAS, The Project is necessary for the redevelopment of the Area; and

WHEREAS, Pursuant to Resolution 24-CDC-41 adopted by the Community Development Commission of the City (the "Commission") on November 12, 2024, the Commission has recommended that the Developer be designated as the developer for the Project and that the Department of Planning and Development be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; and

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

WHEREAS, It is desirable and in the best interest of the citizens of the City to amend the Plan to change the use allowed for the Property from industrial to mixed-use by adopting "Amendment Number 4 to the Western/Ogden Tax Increment Financing Redevelopment Project and Plan," which is attached hereto as Exhibit B and made a part hereof ("Amendment Number 4"); and

WHEREAS, Section 5/11-74.4-5(c) of the Act provides that after a municipality has by ordinance approved a redevelopment plan and designated a redevelopment project area, it may amend the plan and redevelopment project area without further public hearing and related notices and procedures including the convening of a joint review board as set forth in the Act; provided that the municipality gives notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, and by publication in a newspaper of general circulation within the affected taxing district, which notice by mail and by publication shall each occur not later than 10 days following the adopting by ordinance of such changes, so long as the amendment does not: (1) add additional parcels of property to the redevelopment project area; (2) substantially affect the general land-uses in the redevelopment plan; (3) substantially change the nature of the redevelopment project; (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the plan was adopted; (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan; or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than 10; and

WHEREAS, Amendment Number 4 does not include any of the changes listed in items (1) through (6) stated in the previous recital and, therefore, does not necessitate the holding of a public hearing, the convening of a joint review board or related notices and procedures; and

WHEREAS, The City Council has reviewed Amendment Number 4 and any such other matters or studies as the City Council has deemed necessary or appropriate to make the

findings set forth herein, and are generally informed of the conditions existing in the Area; now, therefore,

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

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

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

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

SECTION 4. Pursuant to the TIF Ordinances, the City has created the TIF Fund. The Chief Financial Officer, as defined in Section 1-4-090(k) of the Municipal Code of Chicago (the "Municipal Code"), or his or her designee is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinances, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 5. The City Council hereby finds that the City is authorized to pay an aggregate amount up to $15,000,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund to Developer to finance a portion of costs included within the Project and eligible under the Act. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 5.

SECTION 6. Amendment Number 4 is hereby approved. Except as amended hereby, the Plan shall remain in full force and effect.

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

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

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

Exhibit "A".
(To Ordinance)

Franciscan Outreach Redevelopment Agreement.

This Franciscan Outreach Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 20__, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Franciscan Outreach, an Illinois not-for-profit corporation ("Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, in accordance with the provisions of the Act, the City Council of the City (the "City Council"): (1) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Western/Ogden redevelopment project area (the "Redevelopment Area"); (2) designated the Redevelopment Area as a "redevelopment project area"; and (3) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (item 3, the "TIF Adoption Ordinance" and items (1) – (3) collectively, the "TIF Ordinances") adopted on February 5, 1998 and subsequently amended on July 30, 2014, April 24, 2020, and October 26, 2022 and published in the Journal of the Proceedings of the City Council for such dates.

D. The Project: Developer owns or intends to purchase certain property located within the Redevelopment Area at 2508-38 West 21st Street, Chicago, Illinois 60608 and legally described on Exhibit A (the "Property"), and, within the time frames set forth in Section 3.01, shall start and complete construction and/or rehabilitation of an approximately 45,200 square foot existing industrial complex comprised of four connected buildings resulting in shelter housing with 34 Non-Congregate Shelter units, consisting of 84 Non-Congregate Shelter beds with shared bathrooms, and two areas that can accommodate up to 36 congregate shelter beds and shared bathrooms (the "Facility") thereon. The "Project" means the Facility and related improvements,

including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit B. The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

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

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

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

SECTION 2. DEFINITIONS

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

"2FM" means the City's Department of Facilities and Fleet Management, or any successor to said department.

"Act" is defined in the Recitals.

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

"Annual Compliance Report" means a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) compliance with Jobs Creation (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.22); (7) compliance with the Increment and Rate of Return Reporting (Section 8.25); and (8) compliance with all other executory provisions of this Agreement.

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

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

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

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

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

"City Council" is defined in the Recitals.

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

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

"Congregate Shelter" any facility, the primary purpose of which is to provide a temporary shelter for those experiencing Homelessness in general or for specific populations of those experiencing Homelessness and which does not require occupants to sign leases or occupancy agreements.

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

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

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

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

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

"DFSS Grant Agreement" means that certain Delegate Agency Grant Agreement, including all exhibits attached to it and incorporated by reference, and all amendments, modifications or revisions made in accordance with its terms, or any similar agreement, between the Department of Family and Support Services of the City, and any successor to said department, and the Developer pursuant to which the City provides City funds to the Developer for operational support of the Project.

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

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

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

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

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

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

"Event of Default" is defined in Section 15.

"Facility" is defined in the Recitals.

"Family" has the meaning assigned to such term in 24 C.F.R. Section 5.403.

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

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

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

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

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

"Grant Agreement" means that certain Franciscan Outreach Grant Agreement by and between the City and Developer dated _____, 2025 in connection with a grant of bond proceeds for the Project, as hereafter amended, supplemented and restated from time to time.

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

"Homelessness" means the following populations: A. Literal Homelessness; B. Those at imminent risk of homelessness, meaning those who are losing their primary nighttime residence within 14 days and lack resources or support networks to remain in housing; C. Those considered homeless under federal statues; D. Those who are living doubled up or living in motels or hotels, including single-room occupancy units; E. Those who are fleeing or attempting to flee gender-based violence and/or human trafficking, have no other residence, and lack the resources or support networks to obtain other permanent housing; F. Those exiting a publicly funded institution, or system of care, such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution, without a housing placement or at risk of or currently experiencing housing instability.

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07.

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

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

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

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

"Literal Homelessness" has the meaning in paragraph (1) of the "Homeless" definition in 24 C.F.R. Section 578.3.

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

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

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

"Mortgage" shall mean a Mortgage executed by the Developer as mortgagor, in favor of the City, as mortgagee, securing certain of the Developer's obligations under this Agreement, the Grant Agreement and the Mortgage; and which shall be a first mortgage.

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

"New Mortgage" is defined in Article 16.

"Non-Congregate Shelter" means one or more buildings that provide temporary shelter to Families experiencing Literal Homelessness without a lease or occupancy agreement, providing each Family with a private room or semi-private room for sleeping, adequate space and security for each Family and its personal belongings, in-unit or communal bathrooms and sanitary facilities, in-unit or communal cooking and dining spaces, accessibility to Families with disabilities, and access to communal space, including but not limited to living and recreational spaces.

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

"Other Regulated Material" means any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Permitted Liens" means (i) mortgages against the Property and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, (ii) leases of portions of the Property entered into after the date hereof in Developer's ordinary course of business, if any, and (iii) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

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

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

"Project" is defined in the Recitals.

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

"Property" is defined in the Recitals.

"RACR" shall mean the Remedial Action Completion Report required by the IEPA in order to receive a Final No Further Remediation Letter.

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

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

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

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

"Regulatory Agreement" shall mean that certain Grant Regulatory Agreement by and between the City and Developer dated [the Closing Date] and restricting the use of the Property as described therein.

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

"Requisition Form" means the document, in the form attached as Exhibit C, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

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

"Shortfall" means that the amount of the TIF-Funded Improvements the Developer has incurred, excluding costs for TIF-Funded Improvements previously paid or reimbursed by the City, at the time of a Milestone is less than the TIF Payment Amount for such Milestone, as indicated in the chart in Section 4.03(c) hereof.

"Shortfall Amount" means the difference between the TIF Payment Amount for a Milestone, as indicated in the chart in Section 4.03(c) hereof, and the amount of City Funds paid to the Developer in connection with said Milestone.

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

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the CSI/ROR, the RAP,

and the RACR and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

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

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

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the fifteenth anniversary of the issuance of the Certificate.

"TIF Adoption Ordinance" is defined in the Recitals.

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

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

"TIF-Funded Improvements" means those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" is defined in the Recitals.

"Title Company" means [_____].

"Title Policy" means a title insurance policy in the most recently revised ALTA or equivalent form, showing fee simple title in the Developer and naming the City as the insured mortgagee in the full amount of the City Funds and the grant funds provided in accordance with the Grant Agreement, noting the recording of this Agreement and the Mortgage as an encumbrance against the Property, and a subordination agreement in a form acceptable to the City in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any, issued by the Title Company.

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

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

waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations in the Facility no later than 30 months after the Closing Date.

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

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than $25,633,333. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by the Owner to DOH, pursuant to the ATS Manual. The Owner shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Owner of DOH written approval, which shall not be unreasonably withheld, conditioned or delayed. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect and also shall contain a provision requiring compliance with the policies and procedures outlined in the ATS Manual. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Owner.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City

ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

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

3.07 Progress Reports and Survey Updates. If requested by DPD, Developer shall provide DPD with written progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Written progress reports must be submitted to DPD electronically to the website and/or email specified by the City. Developer shall provide an updated Survey to DPD if requested by DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Agent or Architect. An independent agent or architect shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project, and DPD reserves the right to evaluate and approve the inspecting agent or architect. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to these inspections to DPD, before Developer requests disbursement for costs related to the Project under this Agreement or the Escrow Agreement, if any. If approved by the City, the inspecting agent or architect may be the Developer's architect or the same one being used in such role by a lender providing Lender Financing, provided that such agent or architect acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

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

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

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

3.12 Permit Fees. In connection with the Project, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a

uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

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

Equity (subject to Sections 4.03(b) and 4.06)	$ 1,683,333
Lender Financing	$ 1,050,000
City Funds (subject to Section 4.03)	$15,000,000
City Bond Proceeds Grant	$ 7,900,000
Estimated Total	$25,633,333

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

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

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item in Exhibit B (subject to Sections 4.03(b) and 4.05(b)), contingent upon the City receiving documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost.

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

Source of City Funds	Maximum Amount
Incremental Taxes	$15,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of $15,000,000 or 58.52% of the actual total Project costs, with such amount to be further reduced by the TIF District Administration Fee; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

(i) The amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs; and

(ii) The City has been reimbursed from Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $15,000,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. If such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 shall increase proportionately.

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

Milestone	Payment Condition	TIF Payment Amount*
Developer has incurred costs in the amount of 20% of the total Project Costs	Developer has incurred at least $3,000,000 in costs attributable to TIF-Funded Improvements	$3,000,000
Developer has incurred costs in the amount of 40% of the total Project Costs	Developer has incurred at least $3,500,000 in costs attributable to TIF-Funded Improvements (*)	$3,500,000
Developer has incurred costs in the amount of 60% of the total Project Costs	Developer has incurred at least $3,500,000 in costs attributable to TIF-Funded Improvements (*)	$3,500,000
Developer has incurred costs in the amount of 80% of the total Project Costs	Developer has incurred at least $3,500,000 in costs attributable to TIF-Funded Improvements (*)	$3,500,000
Issuance of the Certificate	Developer has incurred at least $1,500,000 in costs attributable to TIF-Funded Improvements (*)	$1,500,000
TOTAL CITY FUNDS		**$15,000,000**

*Excluding costs for TIF-Funded Improvements previously paid or reimbursed by the City.

Notwithstanding the schedule set forth above, if at any Milestone other than the issuance of the Certificate there is a Shortfall, the Developer may provide a Requisition Form with required supporting documentation for the amount of TIF-Funded Improvements incurred by the Developer at the time of such Milestone followed by one supplemental Requisition Form with required supporting documentation when the Developer has incurred TIF-Funded Improvements in the Shortfall Amount and is eligible to receive payment of such Shortfall Amount.

4.04 Requisition Form. Developer shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form or otherwise requested by DPD. Developer shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

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

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

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $50,000 or $250,000 in the aggregate, may be made without the prior written consent of DPD.

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

4.07 Preconditions of Disbursement. Before each disbursement of City Funds, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion. Developer's delivery of any request for disbursement of

City Funds shall, in addition to the items expressly set forth in such request, constitute Developer's certification to the City, as of the date of such request for disbursement, that:

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

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

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

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

(e) Developer has received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

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

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

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

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

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project. If the City is not a party to the Escrow Agreement, then Developer has delivered to DPD a copy of the Escrow Agreement. Any liens against the Property existing at the Closing Date have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Developer's expense, with the Cook County Clerk's Office.

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

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

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

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

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

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

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

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

5.12 [Intentionally Omitted].

5.13 Environmental. Developer has provided DPD with copies of that certain Phase I ESA completed with respect to the Property and any Phase II ESA with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

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

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

5.15 Mortgage. The Developer has delivered to the City the Mortgage and such financing statements as the City may require.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

(a) DPD acknowledges that Developer has selected Walsh Construction Company II, LLC as the General Contractor for the Project. Developer will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago. Developer will cause the General Contractor to solicit bids for work on the Project solely from qualified subcontractors eligible to do business with the City of Chicago, and if requested by DPD shall submit all bids received to DPD for its inspection and written approval.

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

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

6.03 Performance and Payment Bonds. Before starting construction of any portion of the Project, Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A312 or its equivalent. Before starting construction of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

6.04 Employment Opportunity. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10.

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

Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

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

Developer acknowledges and understands that the City will not issue the Certificate until the following conditions have been met:

(a) Evidence acceptable to DPD that the total Project cost equals or exceeds $25,633,333; as described in Section 4.03(b), the City Funds will be reduced on a dollar-for-dollar basis if the Total Project Cost is less than this amount; and

(b) Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to $15,000,000); and

(c) Receipt of a certificate of occupancy for the Project or other evidence acceptable to DPD that Developer has complied with building permit requirements for the Project; and

(d) Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and

(e) Evidence acceptable to DPD that the Project has achieved 50 points on the City's Sustainable Development Policy; and

(f) A Final Comprehensive Residential NFR Letter has been recorded with the Cook County Clerk's Office; and

(g) There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default; and

(h) Evidence acceptable to DPD that the Developer is eligible for a certificate of completion of construction or rehabilitation pursuant to the Grant Agreement.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction and/or rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer's obligation to complete such activities have been satisfied. After the Certificate is issued, however, all executory terms and conditions of this Agreement and all representations and covenants contained in this Agreement will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be

construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

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

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

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

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

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

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

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

(a) Developer is an Illinois not-for-profit corporation 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) Developer shall acquire and shall maintain good, indefeasible, and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15)

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

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

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

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

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

(j) during the Term of the Agreement, Developer shall not do any of the following without the prior written consent of DPD: (1) sale, be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached to the Property) 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;

(k) Developer has not incurred, and, before the Certificate is issued, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any

indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached to the Property, except Lender Financing disclosed in the Project Budget;

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

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

(n) Developer understands that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the account of the TIF Fund designated for the Project; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

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

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

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

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

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

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

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

8.06 Jobs Creation; Operating Covenant. (a) Developer estimates that the Project will result in the creation of (i) approximately 15 full-time equivalent permanent jobs (the "Permanent Jobs") and (ii) during the construction of the Project, approximately 40 temporary full-time construction jobs (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Developer agrees to report the number of jobs, whether FTE or otherwise, projected to be created by the Project at the Closing Date. Developer agrees to report the number of jobs, whether FTE or otherwise, to date created by the Project. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of Jobs shall not constitute an Event of Default.

(b) Developer hereby covenants and agrees to maintain its operations within the City of Chicago at the Facility through the Term of the Agreement. The Developer must occupy the Property and operate it as a Non-Congregate Shelter and Congregate Shelter throughout the Term of the Agreement. The covenant set forth in this Section 8.06 shall run with the land and be binding upon any transferee of the Property throughout the Term of this Agreement.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09,

10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Developer shall correct any shortfall.

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

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

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

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

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

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

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

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

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

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

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

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

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

8.19 Real Estate Provisions.

(a) Governmental Charges.

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

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

(x) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge before the final determination of such proceedings; and/or

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

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

obligate the City to pay any Governmental Charge. If Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Intentionally omitted.

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

8.20 Annual Compliance Report. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

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

8.22 Sustainable Development Policy. Developer shall provide evidence acceptable to the City that it has complied with the Sustainable Development Policy for the Project in accordance with Section 7.01. If a default occurs under this Section 8.22, the City shall have the right to reduce the City Funds by $250,000 as described in Section 15.02.

8.23. FOIA and Local Records Act Compliance.

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

(b) Exempt Information. Documents that Developer submits to the City as part of the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be

withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

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

8.25 Increment and Rate of Return Reporting. Developer agrees to report the increment projected to be created by the Project at the Closing Date. Developer agrees to report the increment to date created by the Project. Developer agrees to report the Project's rate of return. Rate of return report to be independently verified by a third party chosen by the City.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure

that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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

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

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit B) shall be expended for contract participation by MBEs and by WBEs:

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730,

Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

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

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

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

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

SECTION 11. ENVIRONMENTAL MATTERS

The Developer provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-21 for the Property prior to and conducted, or updated, within 180 days prior to the conveyance of the Property and a Phase II Environmental Site Assessment ("Phase II ESA").

The Phase I ESA identified Recognized Environmental Conditions ("RECs") and the Developer performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs.

The Phase II ESA identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Developer shall enroll the Property (or any portion thereof) in the IEPA's SRP in order to obtain a Final Comprehensive Residential NFR Letter for the enrolled Property. The Developer acknowledges and agrees that it may not commence construction on the Property or commence any other activity on the Property that could interfere with the prompt start and completion of the RAP until the IEPA issues a RAP Approval Letter for the Property.

Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to promptly complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees to not request a certificate of occupancy for the Project from the City's Department of Buildings until the IEPA has issued, and the Developer has recorded with the Cook County Clerk's Office and the City has approved, a Final Comprehensive Residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, unless the City agreed to extend such time period, then the City shall have the right to issue a notice of default of this Agreement against the Property.

The Developer shall remove any soil or soil gas not meeting the requirements of 35 IAC Section 742.305. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734.

The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. 2FM shall have the right to review and approve the sufficiency of the Phase I ESA and Phase II ESA (if needed). The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

The Developer must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

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

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

The Hazardous Building Material Survey must discuss each of the Hazardous Building Materials listed above and state whether or not they were identified. The Hazardous Building Material Survey must document the type, location, quantity, and condition of each Hazardous Building Material that is identified.

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

The Developer will incorporate the results of the Hazardous Building Material Survey into its Project documents and perform abatement work as part of the Project in accordance with all Environmental Laws. A report documenting the completion of the abatement work shall be submitted to the City prior to approval of the Property for occupancy. If abatement work activities are not deemed sufficient by the City, the Developer shall continue work at their own expense until approved.

Developer acknowledges that, except in the case of information specifically designated by the Developer to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys, IEPA SRP submittals, or similar environmental documents relating to the property publicly available, and Developer consents to the City's publication of those documents.

The Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901 et seq; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

SECTION 12. INSURANCE

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

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed

operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

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

(v) All Risk /Builders Risk

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

(vi) Professional Liability

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

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

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

(c) Post Construction:

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

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

SECTION 13. INDEMNIFICATION

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

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

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

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

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

(i) the dissolution of Developer;

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

(k) before the expiration of the Term of the Agreement, a majority of the ownership interests of Developer are sold or transferred without the prior written consent of the City;

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

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

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

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid and/or seek reimbursement of any City Funds paid, as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained in this Agreement. Upon the occurrence of an Event of Default under Section 8.06, Developer shall be obligated to repay to the City all previously disbursed City Funds.

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

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

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred

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

SECTION 16. MORTGAGING OF THE PROJECT

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

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

(b) If any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" under this Agreement; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued before such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest under this Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such

party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

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

SECTION 17. NOTICE

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

If to the City:	**If to Developer**:
City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	Franciscan Outreach 1101 West Adams, Suite A Chicago, Illinois 60607 Attention: Robret Simpson Email: robret@franoutreach.org
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: Taft Stettinius & Hollister, LLP 111 East Wacker Drive, Ste. 2600 Chicago, Illinois Attention: Liz Butler Email: LButler@taftlaw.com

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

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

or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days. Any extension to the time agreed for performance by Developer granted under this Section 18.01 is in addition to any extension granted under Section 3.04.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Franciscan Outreach

By:_____

Its:_____

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 Franciscan Outreach, an Illinois not-for-profit corporation (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the [Board of Directors] of 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 _____, ____.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

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

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

_____
Notary Public

My Commission Expires_____

(Sub)Exhibits "A", "B" and "C" referred to in this Franciscan Outreach Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Franciscan Outreach Redevelopment Agreement)

Legal Description Of The Property.

[Subject To Survey And Title Insurance]

Legal Description:

Lots 64 to 76, inclusive, in Block 11 in the subdivision of Blocks 10 to 15 in Walker Douglas Park Addition, a subdivision of the east half of the southeast quarter and the east half of the west half of the southeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Property Address:

2508 -- 2538 West 21st Street
Chicago, Illinois.

Property Identification Numbers ("PINs"):

16-24-419-016-0000;

16-24-419-017-0000;

16-24-419-018-0000;

16-24-419-019-0000;

16-24-419-020-0000; and

16-24-419-021-0000.

(Sub)Exhibit "B".
(To Franciscan Outreach Redevelopment Agreement)

Project Budgets (Project Budget, MBE/WBE Budget And TIF-Funded Improvements)[1].

Cost	Amount	TIF Eligible	Amt per bed
Acquisition costs	**$ 3,019,703**	**$ 3,000,000**	**$ 25,164.19**
Building/land cost	$ 3,000,000	$ 3,000,000	$ 25,000.00
Title & Recording Fees	$ 12,203	$ -	$ 101.69
Legal	$ 7,500	$ -	$ 62.50
Construction/rehabilitation costs	**$ 18,283,129**	**$ 16,422,802**	**$ 152,359.41**
Allowances - Furniture	$ 332,850	$ -	$ 2,773.75
Final Cleaning	39,481	$ -	$ 329.01
Selective Demolition	$ 220,800	$ 220,800	$ 1,840.00
Asbestos Abatement Allowance	$ 50,000	$ 50,000	$ 416.67
Cast-In-Place Concrete	$ 401,597	$ 401,597	$ 3,346.64
Polished Concrete Finishing	$ 216,300	$ 216,300	$ 1,802.50
Cast Underlayment	$ 75,250	$ 75,250	$ 627.08
Maintenance of Unit Masonry	$ 1,138,568	$ 1,138,568	$ 9,488.07
Metal Fabrication	$ 756,610	$ 756,610	$ 6,305.08
Miscellaneous Rough Carpentry	$ 338,631	$ 338,631	$ 2,821.93
Architectural Woodwork	$ 307,747	$ 307,747	$ 2,564.56
Fluid Applied Waterproofing	$ 23,500	$ 23,500	$ 195.83
Thermal Insulation	$ 246,136	$ 246,136	$ 2,051.13
Membrane Roofing	$ 972,402	$ 972,402	$ 8,103.35
Hollow Metal Doors and Frames	$ 267,604	$ -	$ 2,230.03
Floor Access Hatches	$ 30,000	$ 30,000	$ 250.00
Aluminum Framed Entrances and Storefront	$ 448,450	$ 448,450	$ 3,737.08

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

Vinyl Windows	$ 71,358	$ 71,358	$ 594.65
Gypsum Board Assemblies	$ 2,936,814	$ 2,936,814	$ 24,473.45
Tiling	$ 123,250	$ 123,250	$ 1,027.08
Resilient Flooring	$ 200,299	$ 200,299	$ 1,669.16
Painting and Coating	$ 178,200	$ 178,200	$ 1,485.00
Panel Signage	$ 8,998	$ 8,998	$ 74.98
Toilet Compartments	$ 42,527	$ 42,527	$ 354.39
Wall & Corner Guard Protection	$ 1,538	$ 1,538	$ 12.82
Toilet & Bath Accessories	$ 15,976	$ -	$ 133.13
Fire Protection Specialties	$ 2,512	$ 2,512	$ 20.93
Lockers (Breakroom)	$ 3,505	$ -	$ 29.21
Wire Shelving	$ 6,500	$ -	$ 54.17
Residential Appliances	$ 7,054	$ -	$ 58.78
Horizontal Louver Blinds	$ 16,950	$ -	$ 141.25
Entrance Floor Mats and Frames	$ 1,889	$ -	$ 15.74
Electric Traction Elevators	$ 124,000	$ 124,000	$ 1,033.33
Fire Protection	$ 246,400	$ 246,400	$ 2,053.33
Plumbing	$ 1,649,926	$ 1,649,926	$ 13,749.38
HVAC/Mechanical	$ 1,544,305	$ 1,544,305	$ 12,869.21
Electrical	$ 2,372,055	$ 2,372,055	$ 19,767.13
Earthwork	$ 131,500	$ 131,500	$ 1,095.83
Asphalt Paving	$ 59,500	$ 59,500	$ 495.83
Fences & Gates	$ 45,870	$ -	$ 382.25
Landscaping	$ 248,000	$ 248,000	$ 2,066.67
Site Utilities	$ 132,980	$ 132,980	$ 1,108.17
"Hard" costs	**$ 16,037,832.00**	**$ 15,300,153.00**	$ 133,648.60
Contractor Overhead	$ 320,757	$ 160,379	$ 2,672.98
Contractor General Conditions	$ 962,270	$ 481,135	$ 8,018.92
Contractor Profit	$ 962,270	$ 481,135	$ 8,018.92
Professional Fees and other owner costs	**$ 1,998,938**	**$ 1,412,337**	**$ 16,657.82**
Survey	$ 3,500	$ -	$ 29.17
Appraisal	$ 2,500	$ -	$ 20.83

Phase I Environ. Report	$ 950	$ 951	$ 7.92
Phase II Environ. Report/Soil Testing	$ 41,235	$ 41,235	$ 343.63
Hazardous Materials Survey	$ 6,450	$ 6,451	$ 53.75
Owner's Rep	$ 185,000	$ -	$ 1,541.67
Architect	$ 890,800	$ 890,800	$ 7,423.33
Project consultant fees	$ 96,900	$ 96,900	$ 807.50
Attorney fees	$ 250,000	$ 250,000	$ 2,083.33
Building permits and fees	$ 10,000	$ -	$ 83.33
Permit expeditor	$ 23,000	$ -	$ 191.67
Security systems	$ 126,000	$ 126,000	$ 1,050.00
SRP program enrollment costs	$ 70,000	$ -	$ 583.33
Kitchen equipment	$ 217,603	$ -	$ 1,813.36
Laundry Equipment	$ 50,000	$ -	$ 416.67
Pre-construction cost estimating	$ 25,000	$ -	$ 208.33
Construction period costs	**$ 2,331,562**	**$ 928,859**	**$ 19,429.69**
Liability Insurance	$ 259,845	$ -	$ 2,165.38
GC insurance	$ 34,200	$ -	$ 285.00
Construction financing	$ 175,000	$ -	$ 1,458.33
Construction Contingency	$ 1,857,717	$ 928,859	$ 15,480.98
Utility Fees	$ 4,800	$ -	$ 40.00
Total development costs	**$ 25,633,333**	**$ 21,763,997**	**$ 213,611.11**

The DPD Commissioner shall have authority to consent to adjustments between the line items set forth above and to consent to additional TIF-Funded Improvement redevelopment project costs within other categories authorized under the Act. Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03.

MBE/WBE Budget

Total Construction Costs:$18,283,129

Related Soft Costs (Architecture and Engineering): $890,800

26% of Hard Costs and Related Soft Costs (MBE) = $4,985,222

6% of Hard Costs and Related Soft Costs (WBE) = $ 1,150,436

(Sub)Exhibit "C".
(To Franciscan Outreach Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, [Insert Name], [Insert Title] of Franciscan Outreach, an Illinois not-for-profit corporation (the "Developer"), hereby certifies that with respect to the Franciscan Outreach Redevelopment Agreement between Developer and the City of Chicago dated _____, _____ (the "Agreement"):

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

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

$_____

C. Developer requests paid or reimbursement for the following cost of TIF-Funded Improvements:

$_____

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

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

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

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

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

Franciscan Outreach,
an Illinois not-for-profit corporation

By: _____
Name

Title: _____

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

_____

My commission expires: _____

Exhibit "B".
(To Ordinance)

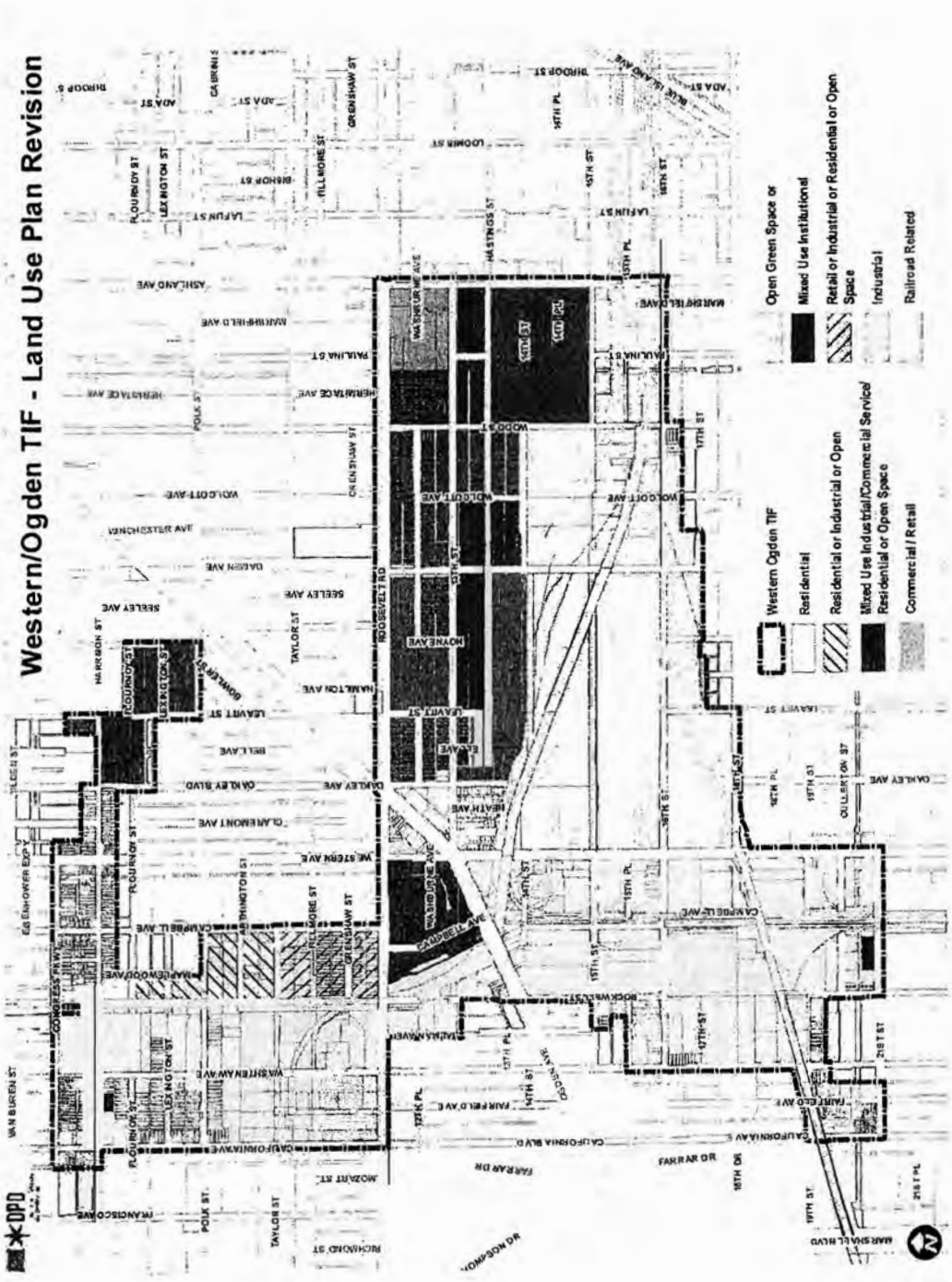
Amendment No. 4 To Western/Ogden Tax Increment Financing Redevelopment Area Project And Plan.

Figure 2 of the Western/Ogden Tax Increment Financing Redevelopment Area Project and Plan shall be replaced in its entirety by the "Western/Ogden TIF Land Use Plan" revised as of August 20, 2024 and attached hereto as (Sub)Exhibit 1 and made a part hereof to change the use allowed for the Property industrial to mixed-use.

[(Sub)Exhibit 1 referred to in this Amendment Number 4 to the Western/ Ogden Tax Increment Financing Redevelopment Area Project and Plan printed on page 23914 of this *Journal*.]

(Sub)Exhibit 1.
(To Amendment No. 4 To Western/Ogden Tax Increment Financing Redevelopment Area Project And Plan)

Western/Ogden TIF -- Land Use Plan Revision.



ISSUANCE OF FINANCIAL ASSISTANCE FUNDS TO HUMBOLDT PARK UNITED METHODIST CHURCH, INC. FOR CONSTRUCTION, FURNISHING AND EQUIPPING OF LOW-INCOME HOUSING PROJECT AT 2120 -- 2128 N. MOZART ST. AND 2847 W. SHAKESPEARE AVE.

[SO2024-0014175]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance concerning the issuance of City loan and other financial assistance to HPUMC Redevelopment Limited Partnership for the housing project located at 2120 -- 2128 North Mozart Street located in the 1st Ward (SO2024-0014175), in an amount not to exceed $7,405,823 in Multi-Family Program Funds and $10,000,000 in tax exempt bonds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on February 10, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, By virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution"), the City of Chicago (the "City") is a home rule unit of government and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, As a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue obligations for the purpose of financing the cost of the acquisition, construction, rehabilitation, development, and equipping of an affordable multi-family housing facility for low- and moderate-income families located in the City ("Multi-Family Housing Financing"); and

WHEREAS, The Humboldt Park United Methodist Church, Inc., an Illinois not-for-profit corporation (the "HPUMC Corporation"), was the prior owner of the real property located at 2120 -- 2128 North Mozart Street, Chicago, Illinois 60647, as identified on Exhibit E attached hereto (the "Property"); and

WHEREAS, The HPUMC Corporation sold the Property to LUCHA SPE Holdings LLC, an Illinois limited liability company ("LUCHA SPE"), a wholly owned subsidiary of Latin United Community Housing Association, an Illinois not-for-profit corporation ("LUCHA"), and LUCHA SPE will then sell the Property to HPUMC Redevelopment Limited Partnership, an Illinois limited partnership (the " Borrower"); and

WHEREAS, The Borrower, 2120 Mozart LLC, an Illinois limited liability company (the "General Partner"), the general partner of the Borrower, and LUCHA, the sole member of the General Partner, have proposed to purchase the Property in the manner described above, for the renovation and adaptive reuse of the existing Humboldt Park United Methodist Church, being the construction, furnishing and equipping of a low-income housing project consisting of a three-story apartment building that will contain 22 rental dwelling units, comprised of eight studios, eight one-bedroom apartments, three two-bedroom apartments and three three-bedroom apartments, with five apartments expected to be set aside as permanent supportive housing units (including related common areas, the "Project"); and

WHEREAS, The General Partner will have a 0.01 percent partnership interest in the Borrower and an entity acceptable to the Authorized DOH Officer (as defined below) (the "Investor Partner"), will have a 99.99 percent partnership interest in the Borrower; and

WHEREAS, By this ordinance (this "Ordinance"), the City Council of the City (the "City Council") has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing and certain other funding, as provided herein, to the Borrower, to enable it to: (i) pay; or (ii) reimburse itself for a portion of the costs of the Project, and to pay a portion of the costs of issuance of the Multi-Family Housing Financing and other costs incurred in connection therewith; and

WHEREAS, By this Ordinance, the City Council has determined that it is necessary and in the best interests of the City to enter into a Funding Loan Agreement (the "Funding Loan Agreement") with BMO Bank, N.A. (the "Bank"), pursuant to which the City will borrow an aggregate principal amount not to exceed Ten Million Dollars ($10,000,000) (the "Funding Loan") for the purposes set forth above and, in evidence of its limited, special obligation to repay that borrowing, issue a tax-exempt revenue note, which is expected to be designated as Multi-Family Housing Revenue Note (LUCHA Humboldt Park Project), Series 2025 (the "Note"), under the terms and conditions of this Ordinance and the Funding Loan Agreement, and the City will thereafter loan the proceeds of the Funding Loan to the Borrower (the "Borrower Loan") pursuant to a borrower loan agreement (the "Borrower Loan Agreement") between the City and the Borrower, as evidenced by a certain Borrower promissory note (the "Borrower Note"), in order to finance a portion of the cost of the Project in return for loan payments sufficient to pay, when due, the principal of, prepayment premium, if any, and interest on the Note; and

WHEREAS, The principal of, prepayment premium, if any, and interest payable on the Note will be secured solely by, among other things: (i) a construction mortgage on the Property; (ii) certain capital contributions to be made to the Borrower by the Investor Partner; (iii) federal low-income housing tax credits; (iv) Illinois donation tax credits; and (vi)* pledges and/or assignments of certain funds, personal property, and contractual rights of the Borrower and its affiliates (including certain Multi-Family Program Funds and CRP Funds, as defined below, and a Community Project Funding Grant from the United States Department of Housing and Urban Development); and

WHEREAS, The Funding Loan and the Note and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of or an obligation of the City, the State of Illinois or any political subdivision thereof, within the purview of any Constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them. No party to the Funding Loan Agreement or holder of the Note shall have the right to compel the taxing power of the City, the State of Illinois or any political subdivision thereof to pay any principal installment of, prepayment premium, if any, or interest on the Note or obligations under the Funding Loan Agreement; and

WHEREAS, In connection with the execution and delivery of the Funding Loan Agreement and the issuance of the Note, the City Council has determined by this Ordinance that it is necessary and in the best interests of the City to enter into: (i) the Funding Loan Agreement, providing for the security for and terms and conditions of the Funding Loan, and the Note to be issued thereunder; (ii) the Borrower Loan Agreement, providing for the loan of the proceeds of the Funding Loan to the Borrower and the use of such proceeds and the Borrower Note to be issued thereunder; (iii) a Tax Regulatory Agreement and/or tax certificate relating to the Note (collectively, the "Tax Agreements") between the City and the Borrower; and (iv) a Land Use Restriction Agreement between the City and the Borrower (the "Land Use Restriction Agreement"); and

---

* Numbering sequence error present in original.

WHEREAS, The Borrower now desires to obtain financing from various sources including the Borrower Loan, the City Loan defined and described below and equity from the syndication of low-income housing tax credits ("LIHTCs") and Illinois Affordable Housing Tax Credits ("IAHTCs"), and various sources of additional funding, all such funding as shown in Exhibit A attached hereto (the LIHTCs, IAHTCs and other additional funding, collectively "Additional Financing"); and

WHEREAS, The City has certain funds available from a variety of funding sources ("Multi-Family Program Funds") and/or from Chicago Recovery Plan funds ("CRP Funds") to make loans and grants for the development of multi-family residential housing to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing, and such Multi-Family Program Funds and CRP Funds are administered by the Department of Housing ("DOH") of the City; and

WHEREAS, The City has preliminarily reviewed and approved the making of a loan or loans to the Borrower in an amount not to exceed $4,766,904, to be funded from its Multi-Family Program Funds and/or its CRP Funds (collectively, the "City Loan") pursuant to the terms and conditions set forth in this Ordinance and Exhibit A attached hereto and made a part hereof; and

WHEREAS, The City has preliminarily reviewed and approved the making of a decarbonization grant to LUCHA from CRP Funds in an amount not to exceed $1,288,919 and a PSH grant to LUCHA from CRP Funds in an amount not to exceed $1,350,000 (collectively, the "City Grants"), which grants will be loaned or capitally contributed to the Borrower; and

WHEREAS, On January 16, 2002, the City Council adopted an ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 77362 through 77366, inclusive, as amended by an ordinance adopted by the City Council on September 4, 2003 and published in the *Journal* for such date at pages 6475 through 6626, inclusive, which authorized the establishment of a program (as supplemented, amended and restated from time to time, the "Donation Tax Credit Program") to be implemented by DOH in connection with the use of certain tax credits authorized by the Illinois General Assembly pursuant to Public Act 92-0491 (as supplemented, amended and restated from time to time) for donations made in connection with affordable housing projects; and

WHEREAS, The conveyance of the Property by the HPUMC Corporation to LUCHA SPE in connection with the Project may qualify under the Donation Tax Credit Program as an eligible donation, and may generate certain additional proceeds for the Project, but the receipt of such donations and proceeds is not a condition to the making of the Borrower Loan; now, therefore,

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

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this Ordinance are hereby incorporated into this Ordinance by this reference. All capitalized terms used in this Ordinance, unless otherwise defined herein, shall have the meanings ascribed thereto in the Funding Loan Agreement.

SECTION 2. Findings And Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this Ordinance, including the authority to make the specific determinations described herein, are necessary and desirable. Thus, authority is granted to the Chief Financial Officer (as defined below) of the City (such officer being referred to herein as the "Authorized Officer") to establish the terms of the Funding Loan Agreement and related Note and the Borrower Loan Agreement and the related Borrower Note on such terms as and to the extent the Authorized Officer determines that such terms are desirable and in the best financial interest of the City. Any such designation and determination by the Authorized Officer shall be signed in writing by the Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this Ordinance unless and until revoked, such revocation to be signed in writing by the Authorized Officer and filed with the City Clerk. As used herein, the term "Chief Financial Officer" shall mean the Chief Financial Officer of the City appointed by the Mayor or, if there is no such officer then holding such office, the City Comptroller.

SECTION 3. Authorization Of The Funding Loan Agreement, The Note, The Borrower Loan Agreement, The Borrower Note And Related Agreements. Upon the approval and availability of the Additional Financing, the execution and delivery of the Funding Loan Agreement and the issuance of the Note in an aggregate principal amount not to exceed $10,000,000 are hereby authorized. The aggregate principal amount of the Note to be issued shall be as set forth in the Funding Loan Notification referred to Section 6 below.

The Funding Loan Agreement and the Note shall contain a provision that they are executed and delivered under authority of this Ordinance. The maximum term of the Funding Loan shall not exceed five (5.0) years from the date of execution and delivery of the Note. The Note shall bear interest at a rate or rates equal to the rate of interest on the Borrower Loan as provided in the Borrower Loan Agreement (which shall not exceed the lesser of 12 percent or the maximum rate of interest allowable under state law except in the case of an event of default, in which case the rate of interest shall not exceed the maximum rate of interest allowable under state law) and shall be as determined by the Authorized Officer and shall be payable on the payment dates as set forth in the Funding Loan Agreement and the Funding Loan Notification. The Note shall be dated, shall be subject to prepayment, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Funding Loan Agreement, the form(s) of the Note therein and the Funding Loan Notification. The provisions for execution, signatures, payment and prepayment, with respect to the Funding Loan Agreement and the Note, shall be as set forth in the Funding Loan Agreement and the form of the Note therein.

Each of: (i) the Mayor of the City (the "Mayor"); (ii) the Authorized Officer; or (iii) any other officer designated in writing by the Mayor, is hereby authorized to execute by their manual or, in the case of the Note, manual or facsimile signature, and to deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are hereby authorized to attest by their manual or, in the case of the Note, manual or facsimile signature, the Funding Loan Agreement and the Note, each in substantially the form attached hereto as Exhibit B and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such officer's approval of any changes or revisions from the form of the Funding Loan Agreement and Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

The Authorized Officer is hereby authorized to act as an authorized City representative of the City for the purposes provided in the Funding Loan Agreement.

The Authorized Officer is hereby authorized to execute and deliver on behalf of the City, and the City Clerk and the Deputy City Clerk are each hereby authorized to attest, the Borrower Loan Agreement in substantially the form attached hereto as Exhibit C, and made a part hereof and hereby approved, with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval of any changes or revisions from the form of the Borrower Loan Agreement and the Borrower Note therein attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

The Authorized Officer is hereby authorized to execute and deliver the Land Use Restriction Agreement on behalf of the City, in substantially the form attached hereto as Exhibit D and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval of any changes or revisions from the form of the Land Use Restriction Agreement attached to this Ordinance and reflecting the terms as determined in the Funding Loan Notification.

The Authorized Officer is hereby authorized to execute and deliver, and the City Clerk and the Deputy City Clerk are each hereby authorized to attest, the Tax Agreements on behalf of the City, in substantially the forms of such documents used in previous tax-exempt multi-family housing financings (with appropriate revisions to reflect the terms and provisions of the Funding Loan Agreement and the Note and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder), and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Note. The execution of the Tax Agreements by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in the Tax Agreements.

The Authorized Officer is hereby authorized to execute and deliver on behalf of the City such security or collateral documents securing payment of the Note as the Authorized Officer regards as appropriate, in substantially the form of the security documents used in previous issuances of tax-exempt bonds pursuant to programs similar to that pursuant to which the Note is being executed and delivered, with appropriate revisions to reflect the terms and provisions of the Note and with such other revisions as the Authorized Officer shall determine are appropriate and consistent with the other provisions of this Ordinance. The execution of security or collateral documents by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council to the terms provided in such documents.

The City Clerk or Deputy City Clerk is hereby authorized to attest the signature of the Authorized Officer to any document referenced herein and to affix the seal of the City to any such document.

SECTION 4. Security For The Funding Loan Agreement And The Note. The obligations of the City under the Funding Loan Agreement and the Note shall be limited obligations of the City, payable solely from and/or secured by a pledge of the following security (other than certain Unassigned Rights of the City):

(a) all right, title and interest of the City in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the City from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments (as such terms are defined in the Borrower Loan Agreement) derived by the City under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under the Funding Loan Agreement shall not impair or diminish the obligations of the City under the provisions of the Borrower Loan Agreement;

(b) all right, title and interest of the City in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Agreement, and all other payments, revenues and receipts derived by the City under and pursuant to, and subject to the provisions of, the Funding Loan Agreement;

(c) any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under the Funding Loan Agreement, subject to the provisions of the Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein;

(d) any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of the Funding Loan Agreement as additional security by the City or anyone on its part or with its consent, or which pursuant to any of the provisions of the Borrower Loan Agreement may come into the possession or control of the Funding Lender (as defined below) or a receiver appointed pursuant to the Funding Loan Agreement;

(e) any funds of the Borrower including certain capital contributions made to the Borrower by its Investor Partner, amounts received from low-income housing tax credit, or other funds deposited and held under an escrow agreement between the Borrower and the Funding Lender (as defined below);

(f) a mortgage on and security interest in the Property and related collateral; and

(g) the other collateral set forth in the documents evidencing and securing the Funding Loan.

In order to secure the payment of the principal of, prepayment premium, if any, and interest on the Note, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes provided in the Funding Loan Agreement and are hereby appropriated for the purposes set forth in the Funding Loan Agreement. Nothing contained in this

Ordinance shall limit or restrict the subordination of the pledge of such rights, proceeds and investment income as set forth in the Funding Loan Agreement to the payment of any other obligations of the City enjoying a lien or claim on such rights, proceeds and investment income as of the date of execution and delivery of the Funding Loan Agreement and the Note, all as shall be determined by the Authorized Officer at the time of the execution and delivery of the Funding Loan Agreement and the Note. The Funding Loan Agreement shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the execution and delivery of the Funding Loan Agreement and the Note.

SECTION 5. Delivery Of The Funding Loan Agreement Sale And Delivery Of Note. Subject to the terms and conditions of the Funding Loan Agreement and such additional terms as are set forth in the Funding Loan Notification with the approval of an Authorized Officer, the Note shall be sold and delivered to the Bank, or such other funding lender as approved by an Authorized Officer (the "Funding Lender"), and the Funding Lender shall hold the Funding Loan Agreement and the Note, subject to the terms and conditions of the required transferee representations (the "Required Transferee Representations") which shall be delivered to the City by the Funding Lender. Any subsequent Funding Lender approved by the Authorized Officer, to the extent required under the Funding Loan Agreement, may succeed the initial Funding Lender as the registered holder of all or a portion of the Funding Loan, but only if such subsequent Funding Lender executes and delivers to the City the Required Transferee Representations, substantially in the form of the Required Transferee Representations set forth in the Funding Loan Agreement. The aggregate costs of origination of the Funding Loan paid from the proceeds of the Funding Loan to the Funding Lender shall not exceed one and one-half percent (1.5%) of the aggregate principal amount of the Note.

SECTION 6. Funding Loan Notification. Subsequent to the execution and delivery of the Funding Loan Agreement and the sale of the Note, the Authorized Officer shall file in the Office of the City Clerk a Funding Loan Notification for such Funding Loan Agreement and the Note directed to the City Council setting forth: (i) the aggregate original principal amount of, maturity schedule, redemption provisions for and other terms of the Note sold; (ii) the extent of any tender rights to be granted to the holders of the Note; (iii) the identity of the Funding Lender, if different from the Bank; (iv) the interest rates on the Note and/or a description of the method of determining the interest rates applicable to the Note from time to time; (v) the origination fee or other compensation paid to the Funding Lender in connection with the origination of the Funding Loan and issuance of the Note; and (vi) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the sale of any Note. There shall be attached to such notification a copy of the executed Funding Loan Agreement, a specimen of the Note and a copy of the executed Borrower Loan Agreement.

SECTION 7. Limited Obligations. The Note, when issued and outstanding, will be a limited obligation of the City, payable by its terms as provided in the Funding Loan Agreement. The Note and the interest thereon shall never constitute a debt or general obligation or a pledge of the faith, the credit or the taxing power of the City within the meaning of any Constitutional or statutory provision of the State of Illinois. The Note shall be payable solely from the funds pledged therefor pursuant to the terms of the Funding Loan Agreement herein described.

SECTION 8. Use Of Proceeds. The proceeds from the Funding Loan (as evidenced by the sale of the Note) shall be deposited and used for the Project as provided in the Funding Loan Agreement.

SECTION 9. Volume Cap. The proceeds from the Funding Loan (as evidenced by the sale of the Note) are obligations that are taken into account under Section 146 of the Code in the allocation of the City's volume cap.

SECTION 10. Declaration Of Official Intent. A portion of the cost of the acquisition and construction of the Project which the City intends to finance with the proceeds of the Funding Loan has been or is expected to be paid from available monies of the Borrower prior to the date of execution and delivery of the Funding Loan. It is the intention of the City that the Borrower utilize a portion of the proceeds of the Note to reimburse such expenditures which have been or will be made for those costs, to the extent allowed by the Code and related regulations. It is necessary and in the best interests of the City to declare its official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Code so to utilize the proceeds of the Funding Loan. The City declared such official intent in its ordinance passed on July 17, 2024.

SECTION 11. Proxies. Each Authorized Officer may designate another to act as their respective proxy and to affix their signature to the Note, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or an Authorized Officer pursuant to this Ordinance or the Funding Loan Agreement. In each case, each shall send to the City Council written notice of the person designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal of the Proceedings of the City Council* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

SECTION 12. Additional Authorization. Each Authorized Officer, the City Treasurer and the Commissioner of DOH or his or her designee (the "Authorized DOH Officer"), upon the approval and availability of the Additional Financing, is hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to enter into, execute and deliver such other documents and agreements, including, without limitation, any documents necessary to evidence the receipt or assignment of any collateral for the Funding Loan Agreement and the Note, the Borrower Loan Agreement or the Borrower Note from the Borrower, and perform such other acts as may be necessary or desirable in connection with the City Agreements (as defined below) including, but not limited to, the exercise following the delivery date of the City Agreements of any power or authority delegated to such official under this Ordinance with respect to the City Agreements upon original execution and delivery, but subject to any limitations on or restrictions of such power or authority as herein set forth. Notwithstanding anything contained herein (including but not limited to Section 3 hereof and this Section 12), if any portion of the Additional Financing is not approved and available at such time as the Authorized Officer and the

Authorized DOH Officer otherwise deem it in the best interest of the City to execute the City Agreements, then the Authorized Officer and the Authorized DOH Officer may so execute the City Agreements (with such changes thereto as the Authorized Officer and the Authorized DOH Officer deem necessary and advisable) and any necessary ancillary documents and may impose such conditions upon the approval and availability of such Additional Financing as they deem necessary and advisable.

SECTION 13. City Loan Authorization. Upon the approval and availability of the Additional Financing, the Authorized DOH Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the City Loan. The Authorized DOH Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the City Loan that do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the City Loan to the Borrower as provided thereunder.

SECTION 14. City Grants Authorization. Upon the approval and availability of the Additional Financing, the Authorized DOH Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the City Grants. The Authorized DOH Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the City Grants that do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the City Grants to the Borrower.

SECTION 15. Public Hearing. The City Council hereby directs that the Note shall not be issued unless and until the requirements of Section 147(f)(1) of the Code, including particularly the approval requirement following any required public hearing, have been fully satisfied, and that no contract, agreement or commitment to issue the Note shall be executed or undertaken prior to satisfaction of the requirements of said Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. All such actions taken prior to the enactment of this Ordinance are hereby ratified and confirmed.

SECTION 16. Authorization Of Fees And Expenses. The following fees and expenses are hereby authorized in connection with the Funding Loan Agreement and the Note: (i) a Bond Issuer Fee in an amount equal to 1.5 percent of the par amount of the Note, payable to the City on the date of execution and delivery of the Note; (ii) a Bond Legal Reserve Fee in the amount of 0.10 percent of the par amount of the Note, payable to the City on the date of execution and delivery of the Note (such fee to be used to pay for other legal and other fees incurred by the City in connection with private activity bonds issued by the City); (iii) a Bond Administrative Fee in an amount equal to 0.15 percent of the outstanding principal of the Note, accruing monthly but payable to the City on an annual or semi-annual basis; (iv) a

Low Income Housing Tax Credit Reservation Fee equal to 5.0 percent of the first full year's tax credit allocation payable upon acceptance of the credit reservation letter or tax-exempt bond agreement issued by DOH; (v) an IAHTC Reservation Fee equal to 3.0 percent of the IAHTC amount allocated and payable to the City at the closing; and (vi) a Monitoring Fee in the amount of $25 per unit, paid annually to the City, submitted with the annual owner's certification.

SECTION 17. Severability. If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 18. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 19. No Recourse. No recourse shall be had for the payment of the principal of, prepayment premium, if any, or interest on the Note or for any claim based thereon or upon any obligation, covenant or agreement contained in this Ordinance, the Funding Loan Agreement, the Note, the Borrower Loan Agreement, the Land Use Restriction Agreement, or the Tax Agreements (collectively, the "City Agreements") against any past, present or future officer, member or employee of the City, or any officer, employee, director or trustee of any successor, as such, either directly or through the City, or any such successor, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, officer, employee, director or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the City Agreements and the issuance of the Note.

SECTION 20. No Impairment. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized hereunder or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the holders of the Funding Loan and the Note to receive payment of the principal of, prepayment premium, if any, or interest on the Note or to impair the security for the Funding Loan Agreement and the Note; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision under the Municipal Code.

SECTION 21. Special Exceptions. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code. Sections 2-44-080 through 2-44-105 of the Municipal Code shall not apply to the Project.

SECTION 22. Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibits "A", "B", "C", "D" and "E" referred to in this Ordinance read as follows:

Exhibit "A".
(To Ordinance)

Project And Financing.

Financing Plan.

Construction Financing.

1. The Note, as described in this Ordinance:

Amount:	Not to exceed $10,000,000 as set forth in Section 3 of this Ordinance.
Term:	Not to exceed 5.0 years.
Interest:	Not to exceed the lesser of 12 percent or the maximum rate of interest allowable under state law, except in the case of an event of default, in which case the rate of interest shall not exceed the maximum rate of interest allowable by law.
Security:	The Borrower Note, and accordingly the Note, will be secured, in part, by a construction mortgage from the Borrower in favor of the City (which will be assigned to the Bank) (the "Note Mortgage") and certain capital contributions to be made to the Borrower by the Investor Partner, and pledges and/or assignments of certain funds, personal property and contractual rights of the Borrower and its affiliates (including certain Multi-Family Program Funds and CRP Funds). The Note Mortgage will grant the holder of the Borrower Note secured thereby a mortgage on the Project that is senior in position.

2. The City Loan:

Source:	Multi-Family Program Funds and/or Chicago Recovery Plan funds loaned by the City.
Amount:	Approximately $4,766,904, or such other amount as may be acceptable to the Authorized DOH Officer.
Term:	Not to exceed 32 years, or another term acceptable to the Authorized DOH Officer.
Interest:	0.0 percent per annum, or another rate acceptable to the Authorized DOH Officer.

Security: Non-recourse mortgage on the Project junior to the lien of the Note Mortgage, or two junior mortgages pari passu, and/or such other security acceptable to the Authorized DOH Officer (the "City Multi-Family Loan Mortgage"). The City Mortgage will be junior to the Note Mortgage.

3. City PSH Grant:

Amount: Approximately $1,350,000, or such amount as may be acceptable to the Authorized DOH Officer.

Source: City of Chicago from CRP Funds granted to LUCHA. This is a grant and is not secured. LUCHA will loan the amount of the grant to the Borrower. The loan from LUCHA will be secured by a non-recourse mortgage on the Project junior to the liens of the Note Mortgage and the City Mortgage and/or such other security acceptable to the Authorized DOH Officer (the "LUCHA Mortgage").

Alternate Structures: With respect to the grants referenced in this Exhibit, if sodetermined by the Authorized DOH Officer, any portion of Multi-Family Program Funds and/or CRP Funds and/or other funds to the extent permitted may be granted by the City or other applicable grantor/lender to: (i) LUCHA for the purpose of making a capital contribution of CRP Funds to the Borrower; or (ii) LUCHA for the purpose of making a loan of such funds to the Borrower. Repayment of such affiliate loan may or may not be secured by a mortgage on the Project, and/or such other security acceptable to the Authorized DOH Officer.

4. City CRP Decarb Grant:

Amount: Approximately $1,288,919 or such other amount as may be acceptable to the Authorized DOH Officer.

Source: City of Chicago from CRP Funds granted to LUCHA. This is a grant and is not secured. LUCHA will loan the amount of the grant to the Borrower. The loan from LUCHA will be secured by the LUCHA Mortgage.

Alternate Structures: With respect to the grants referenced in this Exhibit, if so determined by the Authorized DOH Officer, any portion of Multi-Family Program Funds and/or CRP Funds and/or other funds to the extent permitted may be granted by the City or other applicable grantor/lender to: (i) LUCHA for the purpose of making a capital contribution of CRP Funds to the Borrower; or (ii) LUCHA for the purpose of making a loan of such funds to the Borrower. Repayment of such affiliate loan may or may not be secured by a mortgage on the Project, and/or such other security acceptable to the Authorized DOH Officer.

5. Low-Income Housing Tax Credit ("LIHTC") Proceeds:

Amount: Approximately $7,663,189, or such other amount as may be acceptable to the Authorized DOH Officer, all or a portion of which will be used to pay costs of the Project, any portion of which may be paid in on a delayed basis, and all or a portion of which will be applied to the payment of a portion of the Borrower Note, and accordingly a portion of the Note, upon the completion of construction of the Project or upon compliance with such other benchmarks as shall be set forth in the partnership agreement of the Borrower.

Source: To be derived from the syndication of the LIHTCs generated by the Project and contributed by the Investor Partner.

6. Illinois Affordable Housing Tax Credit ("IAHTC") Proceeds and IAHTC Loan:

Amount: Approximately $141,900, or such amount as may be acceptable to the Authorized DOH Officer, all or a portion of which will be applied to costs of construction of the Project.

Source: LUCHA or LUCHA SPE, derived from the syndication of the IAHTCs generated by the donation or bargain sale of land for the Project from the HPUMC Corporation to LUCHA SPE. The IAHTC Loan is to be secured by the LUCHA mortgage or a separate junior mortgage for the benefit of LUCHA or LUCHA SPE, as applicable.

7. Community Project Funding Grant:

Amount: Approximately $2,000,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: United States Department of Housing and Urban Development. This is a grant that will be made to LUCHA, which will loan the proceeds to the Borrower.

8. Federal Home Loan Bank AHP Grant:

Amount: Approximately $550,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: Federal Home Loan Bank through a member bank. This is a grant to LUCHA or an affiliate of LUCHA that will then loan the grant proceeds to the Borrower.

9. General Partner Capital Contribution:

Amount: Up to approximately $10,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: $10,000 donation from IAHTC purchaser to LUCHA or its affiliate for the Project or such other source acceptable to the Authorized DOH Officer. LUCHA or its affiliate, in turn, will: (i) cause the General Partner to make a capital contribution of such funds to the Borrower; or (ii) loan $10,000 of such funds to the Borrower. This amount may be added to the amount of the IAHTC Loan, or such other affiliate loan as may be acceptable to the Authorized DOH Officer.

10. Seller Loan:

Amount: Up to approximately $2,272,500 or such amount as may be acceptable to the Authorized DOH Officer.

Source: LUCHA SPE.

Permanent Financing.

(The following replaces the Construction Financing and is not in addition to it.)

1. The City Loan And Grants:

Source: Multi-Family Program Funds and/or Chicago Recovery Plan funds loaned and/or granted by the City.

Amount: Approximately $7,405,823, or such other amount as may be acceptable to the Authorized DOH Officer.

Term: Not to exceed 32 years, or another term acceptable to the Authorized DOH Officer.

Interest: 0.0 percent per annum, or another rate acceptable to the Authorized DOH Officer.

Security: Non-recourse mortgage on the Project junior to the lien of the Note Mortgage, or two junior mortgages pari passu, and/or such other security acceptable to the Authorized DOH Officer (the "City Mortgage").

Alternate Structure: With respect to grants referred to in this Exhibit, if so determined by the Authorized DOH Officer, any portion of Multi-Family Program Funds and/or CRP Funds and/or other funds to the extent permitted may be granted by the City or other applicable grantor/lender to: (i) LUCHA for the purpose of making a capital contribution of CRP Funds to the Borrower; or (ii) LUCHA for the purpose of making a loan of such funds to the Borrower. Repayment of such affiliate loan may or may not be secured by a mortgage on the Project junior to the Note Mortgage, and/or such other security acceptable to the Authorized DOH Officer.

2. Low-Income Housing Tax Credit ("LIHTC") Proceeds:

Amount: Approximately $7,633,189, or such amount as may be acceptable to the Authorized DOH Officer, all or a portion of which may be paid on a delayed basis, and all or a portion of which will be applied to the payment of a portion of the Borrower Note, and accordingly a portion of the Note, upon the completion of construction of the Project or upon compliance with such other benchmarks as shall be set forth in the partnership agreement of the Borrower.

Source: To be derived from the syndication of the LIHTCs generated by the Project and contributed by the Investor Partner.

3. Illinois Affordable Housing Tax Credit ("IAHTC") Proceeds And IAHTC Loan:

Amount: Approximately $141,900, or such amount as may be acceptable to the Authorized DOH Officer all or a portion of which will be applied to costs of construction of the Project.

Source: LUCHA, derived from the syndication of the IAHTCs generated by the donation or bargain sale of land for the Project to LUCHA. The IAHTC Loan is to be secured by a mortgage junior to the Note Mortgage and to the City Mortgage.

4. Community Project Funding Grant:

Amount: Approximately $2,000,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: United States Department of Housing and Urban Development. This is a grant to LUCHA that will be loaned to the Borrower.

5. Federal Home Loan Bank AHP Grant:

Amount: Approximately $550,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: Federal Home Loan Bank through a member bank. This is a grant to LUCHA or an affiliate of LUCHA that will then loan the grant proceeds to the Borrower.

6. The ComEd Energy Grant and LUCHA Loan:

Amount: Approximately $77,167, or such amount as may be acceptable to the Authorized DOH Officer.

Source: The ComEd Energy Efficiency Program or such other source acceptable to the Authorized DOH Officer.

Grantee: The ComEd Energy Grant will be made to LUCHA or its affiliate. LUCHA or its affiliate, in turn, will loan the proceeds of the ComEd Energy Grant to the Borrower, to be secured by a mortgage junior to the Note Mortgage and to the City Mortgage.

7. General Partner Capital Contribution:

Amount: Up to approximately $10,000 or such amount as may be acceptable to the Authorized DOH Officer.

Source: $10,000 donation from IAHTC purchaser to LUCHA or its affiliate for the Project or such other source acceptable to the Authorized DOH Officer. LUCHA or its affiliate, in turn, will: (i) cause the General Partner to make a capital contribution of such funds to the Borrower; or (ii) loan $10,000 of such funds to the Borrower. This amount may be added to the amount of the IAHTC Loan, or such other affiliate loan as may be acceptable to the Authorized DOH Officer.

8. Seller Loan:

Amount: Up to approximately $2,272,500 or such amount as may be acceptable to the Authorized DOH Officer.

Source: LUCHA SPE.

Exhibit "B".
(To Ordinance)

Funding Loan Agreement.

This Funding Loan Agreement, dated as of _____ 1, 2025 (this "**Funding Loan Agreement**"), is entered into by **BMO BANK, N. A.,** a national banking association (together with any successor hereunder, the "**Funding Lender**") and **CITY OF CHICAGO**, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its successors and assigns, the "**Governmental Lender**").

RECITALS

WHEREAS, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6(a) of the 1970 Constitution of the State Illinois, is a home rule unit of local government and as such may provide a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

WHEREAS, the Humboldt Park United Methodist Church, Inc., an Illinois not-for-profit corporation (the "**Corporation**"), is the owner of the real property located at 2120-28 N. Mozart Street and 2847 W. Shakespeare Avenue, Chicago, Illinois 60647 (the "**Property**"); and

WHEREAS, the Corporation has or will sell the Property to the LUCHA SPE Holdings, LLC, an Illinois limited liability company ("**LUCHA SPE**"), a wholly owned subsidiary of the Latin United Community Housing Association, an Illinois not-for-profit corporation (**"LUCHA**"), and LUCHA SPE will then sell the Property to HPUMC Redevelopment Limited Partnership, an Illinois limited partnership (the "**Borrower**"); and

WHEREAS, the Borrower, 2120 Mozart LLC, an Illinois limited liability company (the "**General Partner**"), the general partner of the Borrower, and LUCHA, the sole member of the General Partner, have proposed to purchase the Property in the manner described above, for the renovation and adaptive reuse of the existing Humboldt Park United Methodist Church, being the construction, furnishing and equipping of a low income housing project consisting of a three story apartment building that will contain 22 rental dwelling units, comprised of 8 studios, 8 1-bedroom apartments, 3 2-bedroom apartments and 3 3-bedroom apartments, with 5 apartments expected to be set aside as permanent supportive housing units (including related common areas, the "**Project**"); and

WHEREAS, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into a Borrower Loan Agreement of even date herewith (as it may be supplemented or amended, the "**Borrower Loan Agreement**"), whereby the Borrower agrees to make loan

payments to the Governmental Lender in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan and to pay all costs and expenses related thereto when due; and

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Borrower Note, as defined in the Borrower Loan Agreement (the "**Borrower Note**") and the obligations of the Borrower under the Borrower Note will be secured by a lien on and security interest in the Project pursuant to the Security Instrument (as hereinafter defined), made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan (defined below); and

WHEREAS, the Governmental Lender has executed and delivered to the Funding Lender its not to exceed $10,000,000 City of Chicago Multi-Family Housing Revenue Note (Humboldt Park Project), Series 2025 (the "**Governmental Lender Note**") dated as of the Closing Date (defined below) evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement, all things necessary to make the Funding Loan Agreement the valid, binding and legal limited obligation of the Governmental Lender, have been done and performed and the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Governmental Lender Note, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Definitions. For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Borrower Loan Agreement.

The terms "herein, "hereof" and "hereunder" and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms "agree" and "agreements" contained herein are intended to include and mean "covenant" and "covenants."

All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

References to the Governmental Lender Note as "tax-exempt" or to the "tax-exempt status" of the Governmental Lender Note are to the exclusion of interest payable on the Governmental Lender Note (other than any portion of the Governmental Lender Note held by a "substantial user" of the Project or a "related person" (within the meaning of Section 147 of the Code) thereto) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

The following terms have the meanings set forth below:

"**Additional Borrower Payments**" shall have the meaning given such term in the Borrower Loan Agreement.

"**Affiliate**" shall mean, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

"**Approved Institutional Buyer**" means (1) a "qualified institutional buyer" ("QIB") as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the "Securities Act") that is a financial institution or commercial bank having capital and surplus of $5,000,000,000 or more, (2) an affiliate of the Funding Lender, or (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which will be owned only by QIBs."

Authorized Amount" shall mean an amount not to exceed $10,000,000, the maximum aggregate principal amount of the Funding Loan under this Funding Loan Agreement.

"**Authorized City Representative**" shall have the meaning as set forth for the term "Authorized Officer" in the Ordinance.

"**Borrower**" shall mean HPUMC Redevelopment Limited Partnership, an Illinois limited partnership.

"**Borrower Controlling Entity**" shall mean, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower.

"**Borrower Loan**" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

"**Borrower Loan Agreement**" shall mean the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as supplemented, amended or replaced from time to time in accordance with its terms.

"**Borrower Loan Agreement Default**" shall mean any event of default set forth in Section 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall "exist" if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable notice and cure period.

"**Borrower Loan Amount**" shall mean an amount not to exceed $10,000,000.

"**Borrower Loan Documents**" shall have the meaning given such term in the Borrower Loan Agreement.

"**Borrower Note**" shall mean the "Borrower Note" as defined in the Borrower Loan Agreement.

"**Business Day**" shall have the meaning set forth in the Borrower Loan Agreement.

"**Closing Date**" shall mean _____ ___, 2025, the date that initial Funding Loan proceeds are disbursed hereunder.

"**Code**" shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"**Construction Escrow Agreement**" shall have the meaning given such term in the Borrower Loan Agreement.

"**Construction Funding Agreement**" shall mean that certain Construction Funding Agreement dated as of _____ ___, 2025, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

"**Control**" shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

"**Equity Investor**" shall have the meaning given to that term in the Borrower Loan Agreement.

"**Event of Default**" shall have the meaning ascribed thereto in Section 9.1 hereof.

"**Fitch**" shall mean Fitch, Inc.

"**Funding Lender**" shall mean BMO Bank, N.A., a national banking association, and any successor or assignee thereof.

"Funding Loan" shall mean the loan made by the Funding Lender to the Governmental Lender pursuant to this Funding Loan Agreement, as evidenced by the Governmental Lender Note.

"**Funding Loan Agreement**" shall mean this Funding Loan Agreement, by and between the Funding Lender and the Governmental Lender, as it may from time to time be supplemented, modified or amended by one or more agreements or other instruments supplemental thereto entered into pursuant to the applicable provisions hereof.

"**Funding Loan Documents**" shall mean (i) this Funding Loan Agreement, (ii) the Borrower Loan Agreement, (iii) the Regulatory Agreement, (iv) the Tax Compliance Agreement, (v) the Borrower Loan Documents, (vi) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (vii) all amendments, modifications, renewals and substitutions of any of the foregoing.

"**Government Obligations**" shall mean noncallable, nonprepayable (i) direct, general obligations of the United States of America, or (ii) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

"**Governmental Lender**" shall mean the City of Chicago, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois, together with its successors and assigns.

"**Governmental Lender Note**" shall mean the Governmental Lender Note described in the recitals of this Funding Loan Agreement.

"**Highest Rating Category**" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the term "Highest Rating Category" means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax-exempt municipal debt established by S&P is "A 1+" for debt with a term of one year or less and "AAA" for a term greater than one year, with corresponding ratings by Moody's of "MIG 1" (for fixed rate) or "VMIG 1" (for variable rate) for three months or less and "Aaa" for greater than three months. If at any time (i) the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated "AAA" by S&P and "Aa3" by Moody's is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated "AAA" by S&P and "A1" by Moody's is not rated in the Highest Rating Category.

"**Material Funding Lender Event**" shall mean the occurrence and continuation of one or more of the following:

(a) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan (i) a petition has been filed and is pending against the Funding Lender under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and has not been dismissed within 90 days after such filing; (ii) the Funding Lender has filed a petition, which is pending, under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or has consented in writing to the filing of any petition against it under such law; or (iii) an order, judgment or decree is entered by any court of competent jurisdiction on the application of a creditor appointing a receiver, liquidator or trustee appointed for it or for the whole or substantially all of its property and has not been dismissed within 90 days after filing. The occurrence of a Material Funding Lender Event under this subsection (a) and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings; or

(b) Prior to the advancement by the Funding Lender of the entire amount of the Funding Loan (i) this Funding Loan Agreement or the Construction Funding Agreement is declared by a non-appealable order of a court of competent jurisdiction to be null and void; (ii) the Funding Lender has, in writing, rescinded, repudiated or terminated the Funding Loan Agreement or the Construction Funding Agreement; or (iii) the Funding Lender is dissolved or confiscated by action of government due to war or peace time emergency or the United States government declares a moratorium on the Funding Lender's activities.

"**Maturity Date**" shall mean _____ ___, 2027, with respect to the Governmental Lender Note, subject to extension to _____ ___, 202__ in accordance with the terms and subject to the satisfaction of the conditions of the Construction Funding Agreement.

"**Maximum Rate**" shall mean the lesser of (i) 12% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law, except in the case of an event of default, in which case the rate of interest shall not exceed the maximum rate of interest allowable under State law.

"**Moody's**" shall mean Moody's Investors Service, Inc., or its successor.

"**Noteowner**" or "**owner of the Governmental Lender Note**" mean the owner, or as applicable, collectively the owners, of the Governmental Lender Note as shown on the registration books maintained by the Funding Lender pursuant to Section 2.4(d).

"**Ongoing Governmental Lender Fee**" shall mean the annual bond administrative fee of the Governmental Lender in the amount of 15 basis points of the outstanding principal amount of the Governmental Lender Note. The Ongoing Governmental Lender Fee is payable annually in advance by the Borrower to the Governmental Lender, commencing on the Closing Date and, thereafter, on or before each anniversary of the Closing Date, so long as any portion of the Funding Loan is outstanding.

"**Opinion of Counsel**" shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

"**Ordinance**" shall mean the Ordinance adopted by the Governmental Lender on January ___, 2025 authorizing the Funding Loan and the execution and delivery of the Funding Loan Documents to which Governmental Lender is a party.

"**Permitted Investments**" shall mean to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement:

(a) Government Obligations.

(b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.

(c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.

(d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short term obligations are rated in the Highest Rating Category.

(e) Commercial paper rated in the Highest Rating Category.

(f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers' acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

(g) An agreement held by the Funding Lender for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or Second Highest Rating Category; provided that such agreement is in a form acceptable to the Funding Lender; and provided further that such agreement includes the following restrictions:

(1) the invested funds will be available for withdrawal without penalty or premium, at any time that (A) the Funding Lender is required to pay moneys from the Fund(s) established under this Funding Loan Agreement to which the agreement is applicable, or (B) any Rating Agency indicates that it will lower or actually lowers, suspends or withdraws the rating on the Funding Loan on account of the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement;

(2) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks pari passu with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;

(3) the Funding Lender receives an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and

(4) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A) collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Funding Lender or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable,

to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the downgraded provider may elect which of the remedies to the downgrade (other than the remedy set out in (B)) to perform.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Funding Lender or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm-G" or "AAAm" by S&P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraphs (b) or (c). If the Governmental Lender Note is rated by a Rating Agency, the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P, if S&P is a Rating Agency, or "Aaa" by Moody's, if Moody's is a Rating Agency. If at any time the Governmental Lender Note are not rated (and, consequently, there is no Rating Agency), then the money market mutual fund must be rated "AAAm-G" or "AAAm" by S&P or Aaa by Moody's. If at any time (i) either of the Governmental Lender Note is not rated, (ii) both S&P and Moody's rate a money market mutual fund and (iii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.

Permitted Investments shall not include any of the following:

(1) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

(2) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(3) Any asset backed security, including mortgage-backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.

(4) Any interest only or principal only stripped security.

(5) Any obligation bearing interest at an inverse floating rate.

(6) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(7) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(8) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(9) Any investment to which S&P has added an "r" or "t" highlighter.

"**Person**" shall mean any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"**Pledged Revenues**" shall mean the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Governmental Lender Note, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Note, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon.

"**Potential Default**" shall have the meaning ascribed to that term in the Borrower Loan Agreement.

"**Prepayment Premium**" shall mean (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of the Borrower Note (including any Prepayment Premium as set forth in the Borrower Note) and (ii) any premium payable on the Governmental Lender Note pursuant to this Funding Loan Agreement.

"**Project**" shall have the meaning given to that term in the Borrower Loan Agreement.

"**Qualified Financial Institution**" shall mean any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Funding Lender for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term "Permitted Investments" or an entity which guarantees or insures, as applicable, the agreement, a "Qualified Financial Institution" may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

"**Rating Agency**" shall mean any one and each of S&P, Moody's and Fitch then rating the Governmental Lender Note or any other nationally recognized statistical rating agency then rating the Governmental Lender Note, which has been approved by the Funding Lender.

"**Regulations**" shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

"**Regulatory Agreement**" shall mean that certain Land Use Restriction Agreement, dated as of the Closing Date, by and between the Governmental Lender and the Borrower, as hereafter amended or modified.

"**Required Transferee Representations**" shall mean the representations in substantially the form attached to this Funding Loan Agreement as Exhibit B.

"**Second Highest Rating Category**" shall mean, with respect to a Permitted Investment, that the Permitted Investment is rated by each Rating Agency in the second highest rating category given by that Rating Agency for that general category of security. If at any time the Governmental Lender Note is not rated (and, consequently, there is no Rating Agency), then the term "Second Highest Rating Category" means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody's in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second Highest Rating Category for tax-exempt municipal debt established by S&P is "AA" for a term greater than one year, with corresponding ratings by Moody's of "Aa." If at any time (i) the Governmental Lender Note are not rated, (ii) both S&P and Moody's rate a Permitted Investment and (iii) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated "AA" by S&P and "A" by Moody's is not rated in the Second Highest Rating Category.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**Security**" shall mean the security for the performance by the Governmental Lender of its obligations under the Governmental Lender Note and this Funding Loan Agreement as more fully set forth in Article IV hereof.

"**Security Instrument**" shall mean [the Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing] (as amended, restated and/or supplemented from time to time) of even date herewith, made by the Borrower in favor of the Governmental Lender, as assigned by the Governmental Lender to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

"**Servicer**" shall mean any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.

"**Servicing Agreement**" shall mean any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

"**S&P**" shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business division, and its successors.

"**State**" shall mean the State of Illinois.

"**Tax Compliance Agreement**" shall mean the Tax Compliance Agreement, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower.

"**Tax Counsel**" shall mean Hardwick Law Firm, LLC, and Cotillas & Associates, or any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Funding Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

"**Tax Counsel Approving Opinion**" shall mean an opinion of Tax Counsel substantially to the effect that the Governmental Lender Note constitutes a valid and binding obligation of the Governmental Lender and that, under existing statutes, regulations published rulings and judicial decisions, the interest on the Governmental Lender Note is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"**Tax Counsel No Adverse Effect Opinion**" shall mean an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

"**UCC**" shall mean the Uniform Commercial Code as in effect in the State.

"**Unassigned Rights**" shall mean the Governmental Lender's rights to reimbursement and payment of its fees, costs and expenses and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement, its right to payment of the Governmental Lender's Closing Fee, the Ongoing Governmental Lender Fee and any other fees payable to the Governmental Lender under Section 2.5 thereof, its rights to attorneys' fees under Section 5.14 thereof, its rights to indemnification under Section 5.15 thereof, its rights of access under Section 5.17 thereof, its rights to enforce the terms of the Regulatory Agreement, including Borrower's covenants to comply with applicable laws, its rights to give and receive notices, reports and other statements and to enforce notice and reporting requirements and restrictions on transfers of ownership of the Project, and its rights to consent to certain matters, as provided in this Funding Loan Agreement and the Borrower Loan Agreement.

"**Written Certificate**," "Written Certification," "Written Consent," "Written Direction," "Written Notice," "Written Order," "Written Registration," "Written Request," and "Written Requisition" shall mean a written certificate, direction, notice, order or requisition signed by an [Authorized Borrower Representative], an Authorized City Representative or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer or such other Person as required under the Funding Loan Documents.

"**Yield**" shall mean yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

Section 1.2. Effect of Headings and Table of Contents. The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.3. Date of Funding Loan Agreement. The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

Section 1.4. Designation of Time for Performance. Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day shall mean the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

Section 1.5. Interpretation. The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

ARTICLE II
TERMS; GOVERNMENTAL LENDER NOTE

Section 2.1. Terms.

(a) Principal Amount. The total aggregate principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

(b) Draw-Down Funding. The Funding Loan is originated on a draw-down basis. The proceeds of the Funding Loan shall be advanced by the Funding Lender directly to the Borrower for the account of the Governmental Lender as and when needed to make each advance in accordance with the disbursement provisions of the Borrower Loan Agreement and the Construction Funding Agreement. Upon each advance of principal under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement, including the initial advance of $_____. Notwithstanding anything in this Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after _____ ___, 2028; provided, however, that upon the delivery of a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender such date may be changed to a later date as specified in such Tax Counsel No Adverse Effect Opinion.

(c) Origination Date; Maturity. The Funding Loan shall be originated and the Governmental Lender Note shall be issued on the Closing Date and shall mature on the applicable Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d) Principal. The outstanding principal amount of the Governmental Lender Note and of the Funding Loan as of any given date shall be the total amount advanced by the Funding Lender to or for the account of the Governmental Lender to fund corresponding advances with respect to the Borrower Note under the Borrower Loan Agreement and the Construction Funding Agreement as proceeds of the Borrower Loan, less any payments of principal of the Governmental Lender Note previously received upon payment of corresponding principal amounts under the Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of the Governmental Lender Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1.

The Funding Lender shall keep a record of all principal advances and principal repayments made under the Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Funding Loan.

(e) Interest. Interest shall be paid on the outstanding principal amount of the Governmental Lender Note at the rate or rates set forth in the Borrower Note and otherwise as set forth in the Borrower Loan Agreement.

(f) Corresponding Payments. The payment or prepayment of principal, interest and premium, if any, due on the Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, premium, if any, due on the Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the Governmental Lender Note.

(g) Usury. The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Governmental Lender Note and all agreements made in the Governmental Lender Note, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Governmental Lender Note, this Funding Loan Agreement and all other Funding Loan Documents.

In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

Section 2.2. Form of Governmental Lender Note. As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Note. The Governmental Lender Note shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement and the Ordinance.

Section 2.3. Execution and Delivery of Governmental Lender Note. The Governmental Lender Note shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of its Chief Financial Officer, and its corporate seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced, and attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk. In case any officer of the Governmental Lender whose signature or facsimile signature shall appear on the Governmental Lender Note shall cease to be such officer before the Governmental Lender Note so signed and sealed shall have been actually delivered, the Governmental Lender Note may, nevertheless, be delivered as herein provided, and may be executed and delivered as if the persons who

signed or sealed such Governmental Lender Note had not ceased to hold such offices or be so employed. The Governmental Lender Note may be signed and sealed on behalf of the Governmental Lender by such persons as, at the actual time of the execution of such Governmental Lender Note, shall be duly authorized or hold the proper office in or employment by the Governmental Lender, although at the date of the Governmental Lender Note such persons may not have been so authorized nor have held such office or employment.

Section 2.4. Required Transferee Representations; Participations; Sale and Assignment.

(a) The Funding Lender shall deliver to the Governmental Lender the Required Transferee Representations in substantially the form attached hereto as Exhibit B on the Closing Date.

(b) The Funding Lender shall have the right to sell (i) the Governmental Lender Note and the Funding Loan, provided that (A) such sale shall be only to Approved Institutional Buyers that execute and deliver to the Funding Lender, with a copy to the Governmental Lender, the Required Transferee Representations and (B) if any amendment is to be made to this Funding Loan Agreement or any other Funding Loan Document (except for amendments to the Borrower Loan Documents) in conjunction with such transfer, a Tax Counsel No Adverse Effect Opinion and (ii) participation interests, in whole or in part, in the Governmental Lender Note and the Funding Loan.

(c) The Governmental Lender Note or any interest therein, shall be in fully registered form transferable to subsequent holders only on the registration books which shall be maintained by the Funding Lender for such purpose and which shall be open to inspection by the Governmental Lender. The Governmental Lender Note shall not be transferred through the services of the Depository Trust Company or any other third-party registrar.

(d) No service charge shall be made for any sale or assignment of the Governmental Lender Note, but the Governmental Lender may require payment of a sum sufficient to cover any tax or other charge that may be imposed in connection with any such sale or assignment and payment of any fees and expenses incurred by the Governmental Lender in connection therewith. Such sums shall be paid in every instance by the purchaser or assignee of the Governmental Lender Note.

ARTICLE III
PREPAYMENT

Section 3.1. Prepayment of the Governmental Lender Note from Prepayment under the Borrower Note. The Governmental Lender Note is subject to voluntary and mandatory prepayment as follows:

(a) The Governmental Lender Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds received by the Governmental Lender to the extent and in the manner and on any date that the Borrower Note is subject to voluntary prepayment as set forth therein, in the Borrower Loan Agreement or in the Construction Funding Agreement, at a prepayment price equal to the principal balance of the Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

The Borrower shall not have the right to voluntarily prepay all or any portion of the Borrower Note, thereby causing the Governmental Lender Note to be prepaid, except as specifically permitted in the Borrower Note, without the prior Written Consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

(b) The Governmental Lender Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the related Borrower Note pursuant to the Borrower Loan Agreement or the Construction Funding Agreement at the direction of the Funding Lender in accordance with the terms of the Borrower Note at a prepayment price equal to the outstanding principal balance of the Borrower Note prepaid, plus accrued interest plus any other amounts payable under the Borrower Note or the Borrower Loan Agreement.

Section 3.2. Notice of Prepayment. Notice of prepayment of the Governmental Lender Note shall be deemed given to the extent that notice of prepayment of the Borrower Note is timely and properly given to Funding Lender in accordance with the terms of the Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of the Governmental Lender Note is required to be given.

ARTICLE IV
SECURITY

Section 4.1. Security for the Funding Loan. To secure the payment of the Funding Loan and the Governmental Lender Note, to declare the terms and conditions on which the Funding Loan and the Governmental Lender Note are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "**Security**"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Funding Lender is hereby authorized to receive any and all such property as and for additional security for the Funding Loan and the Governmental Lender Note and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on the Governmental Lender Note, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Governmental Lender Note by the Governmental Lender. The Security so pledged and then or thereafter received by the Funding Lender shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

Section 4.2. Delivery of Security. To provide security for the payment of the Funding Loan and the Governmental Lender Note, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and the Governmental Lender Note its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Governmental Lender shall deliver to the Funding Lender the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

(a) The Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;

(b) The originally executed Borrower Loan Agreement and Regulatory Agreement;

(c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Note and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;

(d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and

(e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

The Governmental Lender shall deliver and deposit with the Funding Lender such additional documents, financing statements, and instruments as the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Funding Lender of its lien and security interest in and to the Security at the expense of the Borrower.

ARTICLE V
LIMITED LIABILITY

Section 5.1. Source of Payment of Governmental Lender Note and Other Obligations; Disclaimer of General Liability. The Governmental Lender Note, together with premium, if any, and interest thereon, are special, limited obligations of the Governmental Lender, payable solely from the Security pledged hereunder. The Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but is a special, limited obligation of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No

holder of the Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

Section 5.2. Exempt from Individual Liability. No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Governmental Lender Note or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing the Governmental Lender Note in his or her personal capacity. No covenant, stipulation, promise, agreement or obligation contained in the Governmental Lender Note, this Funding Loan Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing the Governmental Lender Note shall be liable personally on the Governmental Lender Note or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the execution and delivery of the Governmental Lender Note or the execution of this Funding Loan Agreement.

ARTICLE VI
CLOSING CONDITIONS; APPLICATION OF FUNDS

Section 6.1. Conditions Precedent to Closing. Closing of the Funding Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Funding Lender in its sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

(a) Receipt by the Funding Lender of the original executed Borrower Note, endorsed to the Funding Lender by the Governmental Lender, and the original Governmental Lender Note;

(b) Receipt by the Funding Lender of executed counterparts of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Compliance Agreement, the Security Instrument, and any UCC financing statement required by the Security Instrument;

(c) A certified copy of the Ordinance;

(d) Executed Required Transferee Representations from the Funding Lender;

(e) Delivery into escrow of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 2.3(c)(ii) of the Borrower Loan Agreement;

(f) Receipt by the Funding Lender of a Tax Counsel Approving Opinion;

(g) Receipt by the Funding Lender of an Opinion of Counsel from Tax Counsel to the effect that the Governmental Lender Note is exempt from registration under the Securities Act, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(h) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender and the Funding Lender to the effect that the Borrower Loan Documents and the Regulatory Agreement are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender and the Funding Lender; and

(i) Receipt by the Funding Lender of any other documents or opinions that the Funding Lender or Tax Counsel may reasonably require.

ARTICLE VII
FUNDS AND ACCOUNTS

Section 7.1. Authorization to Create Funds and Accounts. No funds or accounts shall be established in connection with the Funding Loan at the time of closing and origination of the Funding Loan. The Funding Lender and the Servicer, if any, are authorized to establish and create from time to time such funds and accounts or subaccounts as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Funding Lender or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

Section 7.2. Investment of Funds. Amounts held in any funds or accounts created under this Funding Loan Agreement shall be invested in Permitted Investments at the direction of the Borrower, subject in all cases to the restrictions of Section 8.6 hereof and of the Tax Compliance Agreement.

ARTICLE VIII
REPRESENTATIONS AND COVENANTS

Section 8.1. General Representations. The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a municipality and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State. The Governmental Lender has power and lawful authority to adopt the Ordinance, to execute and deliver the Funding Loan Documents to which it is a party (the "Governmental Lender Documents"), to execute and deliver the Governmental Lender Note and receive the proceeds of the Funding Loan, to apply the proceeds of the Funding Loan to make the Borrower Loan, to assign the revenues derived and to be derived by the Governmental Lender from the Borrower Loan to the Funding Lender, and to perform and observe the provisions of the Governmental Lender Documents and the Governmental Lender Note on its part to be performed and observed.

(b) The execution and delivery of the Funding Loan Documents to which it is a party and its compliance with the terms and conditions thereof will not conflict or constitute a default under or a violation of, (i) the Ordinance, (ii) to its knowledge, any other existing laws, rules, regulations, judgements, decrees and orders applicable to it, or (iii) to its knowledge, the provisions of any agreements and instruments to which the Governmental Lender is a party, a default under or violation of which would prevent it from entering into the Funding Loan Agreement, executing and delivering the Government Lender Note, financing the Project, executing and delivering the other Funding Loan Documents to which it is a party or consummating the transactions contemplated thereby, and to its knowledge, no event has occurred and is continuing under the provisions of any such agreement or instrument or otherwise that with the lapse of time or the giving of notice or both would constitute such a default or violation (it being understood, however, that the Governmental Lender is making no representation as to the necessity of registering the Governmental Lender Note or the Borrower Note pursuant to any securities laws or complying with any other requirement of securities laws).

(c) To the knowledge of the Governmental Lender, no litigation, inquiry or investigation of any kind or by any judicial or administrative court or agency is pending or threatened against the Governmental Lender with respect to (i) the organization and existence of the Governmental Lender, (ii) its authority to

execute or deliver the Funding Loan Documents to which it is a party, (iii) the validity or enforceability of any such Funding Loan Documents or the transactions contemplated thereby, (iv) the title of any officer of the Governmental Lender who executed such Funding Loan Documents or (v) any authority or proceedings relating to the execution and delivery of such Funding Loan Documents on behalf of the Governmental Lender, and no such authority of proceedings have been repealed, revoked, rescinded or amended but are full force and effect.

(d) The City Council of the Governmental Lender has approved the Ordinance and the Ordinance has not been amended, modified or rescinded and is in full force and effect as of the date hereof.

(e) The Governmental Lender has duly authorized the execution and delivery of each of the Funding Loan Agreement and the Governmental Lender Note and the performance of the obligations of the Governmental Lender thereunder.

(f) The Governmental Lender makes no representation or warranty, express or implied, that the proceeds of the Funding Loan will be sufficient to finance the acquisition, construction and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

(g) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Note and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the repayment of the Funding Loan.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR THE BORROWER LOAN OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

Section 8.2. Further Assurances. The Governmental Lender will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Funding Lender, to the extent permitted by the Ordinance, such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Funding Lender or holders of interest in the Funding Loan, and grant a security interest unto the Funding Lender or holders of interests in the Funding Loan in and to the Security and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Funding Loan Documents and the Funding Loan.

Section 8.3. Payment of Funding Loan Obligations. The Governmental Lender will pay or cause to be paid the principal of, prepayment premium, if any, and the interest on the Funding Loan as the same become due, but solely from the Security, as described in Section 4.1 of this Funding Loan Agreement.

Section 8.4. Funding Loan Agreement Performance. The Funding Lender, on behalf of the Governmental Lender and with the Written Consent of the Governmental Lender, may (but shall not be required or obligated) perform and observe any such agreement or covenant of the Governmental Lender under this Funding Loan Agreement, all to the end that the Governmental Lender's rights under the Funding Loan Agreement may be unimpaired and free from default.

Section 8.5. Servicer. The Funding Lender may appoint a Servicer to service and administer the Funding Loan and the Borrower Loan on behalf of the Funding Lender, including without limitation the fulfillment of rights and responsibilities granted by Governmental Lender to Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement; provided, however, that no appointment of a Servicer shall release the Funding Lender from ultimate responsibility for any of the Funding Lender obligations hereunder.

Section 8.6. Tax Covenants. The Governmental Lender covenants to and for the benefit of the Funding Lender and any other holders of an interest in the Governmental Lender Note that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, it will:

(i) At all times do and perform all acts and things permitted by law and this Funding Loan Agreement which are necessary or desirable in order to assure, and will not knowingly take any action which will adversely affect, the tax-exempt status of the Governmental Lender Note; and

(ii) Not use or knowingly permit the use of any proceeds of the Funding Loan or other funds of the Governmental Lender, directly or indirectly, in any manner, and will not take or permit to be taken any other action or actions, which would result in any of the Governmental Lender Note being treated as an obligation not described in Section 142(a)(7) of the Code by reason of the Governmental Lender Note or interest thereon not meeting the requirements of Section 142(d) of the Code;

In furtherance of the covenants in this Section 8.6, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Compliance Agreement, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full, and by its acceptance of this Funding Loan Agreement the Funding Lender acknowledges receipt of the Tax Compliance Agreement and acknowledges its incorporation in this Funding Loan Agreement by this reference. The Funding Lender agrees it will invest funds held under this Funding Loan Agreement in Permitted Investments in accordance with the direction of the Borrower and the terms of this Funding Loan Agreement and the Tax Compliance Agreement (this covenant shall extend throughout the term of the Funding Loan, to all funds and accounts created under or in connection with this Funding Loan Agreement and all moneys on deposit to the credit of any Fund or Account); provided that the Funding Lender shall be deemed to have complied with such requirements and shall have no liability to the extent it reasonably follows directions of the Borrower not inconsistent with the terms of this Funding Loan Agreement and the Tax Compliance Agreement or otherwise complies with the provisions of the Funding Loan Agreement relating to funds and accounts.

For purposes of this Section 8.6 the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's control and no acts, omissions or directions of the Borrower, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender and/or the Funding Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

Section 8.7. Performance by the Borrower. Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender and with the Written Consent of the Governmental Lender, may perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under the Borrower Loan Agreement exists.

Section 8.8. Repayment of Funding Loan. Subject to the provisions of Article V hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, but solely from the Security set forth in Article IV hereof, the Funding Loan, as evidenced by the Governmental Lender Note, as and when the same shall become due, all in accordance with the terms of the Governmental Lender Note and this Funding Loan Agreement.

Section 8.9. Borrower Loan Agreement Performance.

(a) The Servicer and the Funding Lender, on behalf of the Governmental Lender, may (but shall not be required or obligated to) perform and observe any such agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify the Borrower, the Servicer, the Equity Investor and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default, provided that the Governmental Lender has received written notice or otherwise has actual knowledge of such event; and further provided that the Governmental Lender shall have no liability to any person for its failure to provide any such notice so long as it has made a good faith effort to comply with such provisions.

(c) The Funding Lender will promptly notify the Borrower, the Servicer, if any, the Equity Investor and the Governmental Lender in writing of the occurrence of any Event of Default hereunder or any Borrower Loan Agreement Default known to the Funding Lender.

Section 8.10. Maintenance of Records; Inspection of Records.

(a) The Funding Lender shall keep and maintain adequate records pertaining to the funds and accounts, if any, established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan and interests therein. The Funding Lender shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and prepayment premium, if any, paid on the Funding Loan, subject to the inspection of the Borrower, the Governmental Lender, the Servicer and their representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower or the Funding Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender relating to the Project and the Funding Loan, if any, and to make copies thereof.

Section 8.11. Representations and Warranties of the Funding Lender. The Funding Lender hereby represents to the Governmental Lender and the Borrower that it is duly authorized to enter into and perform this Funding Loan Agreement and has full authority to take such action as it may deem advisable with respect to all matters pertaining to this Funding Loan Agreement.

ARTICLE IX
DEFAULT; REMEDIES

Section 9.1. Events of Default. Any one or more of the following shall constitute an event of default (an "**Event of Default**") under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) A default in the payment of any interest upon the Governmental Lender Note when such interest becomes due and payable; or

(b) A default in the payment of principal of, or premium on, the Governmental Lender Note when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

(c) Default in the performance or breach of any material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 11.1 hereof, to the Governmental Lender and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender, Borrower, or Equity Investor has commenced to cure such failure to observe or perform within the thirty (30) day cure period and the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender, Borrower or Equity Investor is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Additional Borrower Payments; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

Section 9.2. Acceleration of Maturity; Rescission and Annulment.

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Governmental Lender Note and the interest accrued to be immediately due and payable, by notice to the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Governmental Lender Note shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Governmental Lender, rescind and annul such declaration and its consequences if:

There has been deposited with the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Governmental Lender Note, (2) the principal of and Prepayment Premium on the Governmental Lender Note that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Governmental Lender Note, (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Governmental Lender Note, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

All Events of Default, other than the non-payment of the principal of the Government Lender Note which have become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default or a default under any other Funding Loan Document.

Section 9.3. Additional Remedies; Funding Lender Enforcement.

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;

(ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or

(iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Governmental Lender Note, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

Whether or not an Event of Default has occurred, and except as provided in Section 9.15, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Note or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax-exempt status of the interest on the Governmental Lender Note, and provided that the Governmental Lender may enforce specific performance with respect to the Unassigned Rights.

If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower and the Funding Lender receive Written Notice stating that a default under the

Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder.

If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.4, 2.5, 5.14 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

Section 9.4. Application of Money Collected. Any money collected by the Funding Lender pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all fees due the Governmental Lender, the Servicer or the Rebate Analyst under the Borrower Loan Documents;

(b) Second: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan;

(c) Third: To the payment of the whole amount of the Funding Loan, as evidenced by the Governmental Lender Note, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Governmental Lender Note) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Governmental Lender Note; provided, however, that partial interests in any portion of the Governmental Lender Note shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and

(d) Fourth: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

(e) If and to the extent this Section 9.4 conflicts with the provisions of the Construction Funding Agreement or the Servicing Agreement, the provisions of the Construction Funding Agreement or Servicing Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement shall have the meanings given such terms in the Servicing Agreement.

Section 9.5. Remedies Vested in Funding Lender. All rights of action and claims under this Funding Loan Agreement or the Governmental Lender Note may be prosecuted and enforced by the Funding Lender without the possession of the Governmental Lender Note or the production thereof in any proceeding relating thereto.

Section 9.6. Restoration of Positions. If Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

Section 9.7. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 9.8. Delay or Omission Not Waiver. No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to or shall affect any subsequent default or Event of Default hereunder or shall impair any rights or remedies consequent thereon.

Section 9.9. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by Written Notice to the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant to or under the Unassigned Rights. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Note. As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Note, whether the Governmental Lender Note has been accelerated or declared due and payable by reason of an Event of Default.

Section 9.11. Waiver of Appraisement and Other Laws.

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a) shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

Section 9.12. Suits to Protect the Security. The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any Governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Funding Lender.

Section 9.13. Remedies Subject to Applicable Law. All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

Section 9.14. Assumption of Obligations. In the event that the Funding Lender or its permitted assignee or designee in accordance with Section 2.4 hereof shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents, subject to the last paragraph of Section 9.2.

Section 9.15. Remedies upon Unremedied Material Funding Lender Event. Upon the occurrence of a Material Funding Lender Event which shall continue unremedied for a period of 60 days (a "**Funding Lender Event of Default**"), the Governmental Lender may direct that the Governmental Lender Note be transferred to and obligations and liabilities thereunder be assumed by another lender approved to act as Funding Lender by the Borrower pursuant to Section 2.4(b) hereof and acceptable to the Governmental Lender; provided, however, that no such transfer shall become effective until (a) the Funding Lender has been fully reimbursed for all advances made and all expenses incurred and all other amounts owed to Funding Lender with respect to the Governmental Lender Note through the date of transfer, (b) the Funding Lender shall be fully released in writing by the Governmental Lender, the Borrower and the successor Funding Lender from any and all continuing obligations and liabilities with respect to the Funding Loan, (c) such other lender shall have executed and delivered to the Funding Lender the Required Transferee Representations and (d) Funding Lender shall be indemnified by the Borrower for any losses incurred by Funding Lender with respect to the Funding Loan (except losses arising from Funding Lender's gross negligence or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction). Notwithstanding anything herein to the contrary contained, Funding Lender shall not be liable to the Governmental Lender or the Borrower for any loss of tax-exemption, tax or other charge that may be imposed in connection with any such sale or assignment or for any fees and expenses incurred by the Governmental Lender or Borrower in connection therewith; nor shall the Funding Lender be liable to the Governmental Lender or Borrower for any special, indirect, consequential, exemplary or punitive damages, all such liability being expressly waived, to the fullest extent permitted by law.

ARTICLE X
AMENDMENT; AMENDMENT OF BORROWER LOAN AGREEMENT AND OTHER DOCUMENTS

Section 10.1. Amendment of Funding Loan Agreement. Any of the terms of this Funding Loan Agreement and the Governmental Lender Note may be amended or waived only by an instrument signed by the Funding Lender and the Governmental Lender, provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower shall be made without the consent of the Borrower, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan

Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender or any such successor or assign and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender.

Section 10.2. Amendments Requiring Funding Lender Consent. The Governmental Lender shall not consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender; provided, however, that such prior Written Consent shall not be required with respect to any such amendment, change or modification undertaken by the Governmental Lender in order to preserve one or more of its Unassigned Rights. Governmental Lender agrees to provide the Funding Lender with prompt notification of any such amendments, modifications or changes not requiring the prior Written Consent of the Funding Lender.

Section 10.3. Consents and Opinions. No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender and the Governmental Lender shall have received, at the expense of the Borrower, a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations. No modification or amendment of the terms of the Borrower Loan Agreement or the Borrower Note may be undertaken without the prior Written Consent of the Funding Lender and, if requested by the Funding Lender, the provision to the Funding Lender and the Governmental Lender, at the expense of the Borrower, of a Tax Counsel No Adverse Effect Opinion with regard to such proposed modification. In addition, if such modification of the Borrower Loan Agreement or Borrower Note would cause a reissuance of the Governmental Lender Note or otherwise adversely affect the tax-exempt status of the interest on the Governmental Note, Governmental Lender's consent shall also be required, together with a Tax Counsel No Adverse Effect Opinion.

Any consents required pursuant to this Article X from, or on behalf of, the Governmental Lender may be executed by an Authorized City Representative.

ARTICLE XI
MISCELLANEOUS

Section 11.1. Notices.

(a) All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or e-mail transmission, air or other courier, or hand delivery to the party to be notified addressed as follows.

If to the Governmental Lender:

City of Chicago
Department of Housing
121 North LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Telephone: (312) 744-4190
Facsimile: (312) 742-2271

and with a copy to:

City of Chicago
Office of Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Telephone: (312) 744-0200
Facsimile: (312) 742-0277
(refer to "Finance & Econ. Development Division" on cover sheet)

and with a copy to:

City of Chicago
Office of the City Comptroller's Office
121 North LaSalle Street, Suite 700
Chicago, Illinois 60602
Attention: City Comptroller
Telephone: (312) 744-7106
Facsimile: (312) 742-6544

If to the Borrower:

and with a copy to:

Applegate & Thorne-Thomsen, P. C.
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Nick Brunick

If to the Funding Lender:

BMO Bank, N.A.
320 South Canal Street, 15th Floor
Chicago, Illinois 60606
Attention: Allison Porter-Bell, Director
Telephone: 312-461-3150
E-Mail: allison.porter-bell@bmo.com

and

Charity & Associates, P.C.
20 North Clark Street, Suite 3300
Chicago, Illinois 60602
Attention: Elvin E. Charity
Telephone: 312-564-4963
E-Mail: elvin.charity@charity-associates.com

If to the Equity Investor:

NEF Assignment Corporation
10 S. Riverside Plaza, Suite 1700,
Chicago, Illinois 60606
Attention: General Counsel

and with a copy to: Kraus Lam LLC
2045 W Grand Avenue, Ste B
PMB 27907
Chicago, Illinois 60612-1577
Attention: Edward W. Lam

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier, e-mail or facsimile transmission, telex, telegraph or other telecommunication device, if listed above, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day; and provided further that notice to the Governmental Lender shall not be deemed to have been given until actually received by the Governmental Lender. Any electronic signature by a Person on a document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

Section 11.2. Term of Funding Loan Agreement. This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for (such payment or provision to be solely from the Security set forth in Article IV hereof as further provided in Section 8.8 hereof); except that on and after payment in full of the Governmental Lender Note, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

Section 11.3. Successors and Assigns. All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

Section 11.4. Legal Holidays. In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period after such date and prior to the date of payment.

Section 11.5. Governing Law. This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State.

Section 11.6. Severability. If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Note or in this Funding Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by law.

Section 11.7. Execution in Several Counterparts. This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

Section 11.8. Reserved.

Section 11.9. Reserved.

Section 11.10. Electronic Transactions. The transactions described in this Funding Loan Agreement may be conducted, and related documents and may be stored, by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.11. Reference Date. This Funding Loan Agreement is dated for reference purposes only as of the first day of _____, 2025.

IN WITNESS WHEREOF, the Funding Lender and the Governmental Lender have caused this Funding Loan Agreement to be duly executed as of the date first written above.

BMO BANK, N. A., a national banking association

By: _____
Name: _____
Title: _____

CITY OF CHICAGO

By: _____
Name: Jill Jaworski
Title: Chief Financial Officer

[SEAL]

Attest:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

(Sub)Exhibits "A" and "B" referred to in this Funding Loan Agreement read as follows:

(Sub)Exhibit "A".
(To Funding Loan Agreement)

Governmental Lender Note.

THIS NOTE MAY BE OWNED ONLY BY A PERMITTED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT, AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS FUNDING LOAN AGREEMENT (A) REPRESENTS THAT IT IS A PERMITTED TRANSFEREE AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS GOVERNMENTAL LENDER NOTE TO ANOTHER PERMITTED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT.

CITY OF CHICAGO
$10,000,000
MULTI-FAMILY HOUSING REVENUE NOTE,
(HUMBOLDT PARK PROJECT), SERIES 2025

DATED _____ ___, 2025 **not to exceed $10,000,000**

FOR VALUE RECEIVED, the undersigned CITY OF CHICAGO ("Obligor") promises to pay to the order of BMO BANK, N. A., and its successors and assigns ("Holder") the maximum principal sum of Ten Million and no/100 Dollars ($10,000,000), on _____ __, 2027, unless extended to _____ ___, 202__, in accordance with the terms and subject to the satisfaction of the conditions of the Construction Funding Agreement dated as of _____ ___, 2025 between the Holder and HPUMC Redevelopment Limited Partnership, an Illinois limited partnership, as borrower (the "Borrower") or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Funding Loan Agreement, dated as of _____ ___, 2025 (the "Funding Loan Agreement"), between Obligor and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on the Funding Loan then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Funding Loan in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of the Funding Loan so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Funding Loan then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

The Funding Loan and this Governmental Lender Note are pass-through obligations relating to a loan (the "Borrower Loan") made by Obligor from proceeds of the Funding Loan to the Borrower, under that certain Borrower Loan Agreement, dated as of _____ __, 2025 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, and evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed through under the Governmental Lender Note.

This Governmental Lender Note is a limited obligation of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. This Governmental Lender Note is not a general obligation of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on this Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement. No holder of this Governmental Lender Note or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Governmental Lender Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

OBLIGOR:

CITY OF CHICAGO

By: _____
Name: Jill Jaworski
Title: Chief Financial Officer

[SEAL]

Attest:

By: _____
Name: Andrea M. Valencia
Title: City Clerk

(Sub)Exhibit "B".
(To Funding Loan Agreement)

Required Transferee Representation.

[_____, 20__]

The undersigned, as holder (the "Holder" or the "Funding Lender") of the not to exceed $10,000,000 Multi-Family Housing Revenue Note (Humboldt Park Project), Series 2025, dated _____ ___, 2025 (the "Governmental Lender Note") issued pursuant to an Ordinance adopted on January ___, 2025 (the "Ordinance") by the City of Chicago (the "Governmental Lender") and under a Funding Loan Agreement dated as of _____ ___, 2025 (the "Funding Loan Agreement") between the Governmental Lender and Holder, as Funding Lender, hereby represents that:

1. The Funding Lender hereby acknowledges the execution and delivery of the Governmental Lender Note in the original aggregate principal amount of up to $10,000,000.

2. The Funding Lender has authority to make the Funding Loan and to execute and deliver these representations and any other instrument and documents required to be executed by the Funding Lender in connection with the execution and delivery of the Governmental Lender Note.

3. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Governmental Lender Note. We are able to bear the economic risks of such investment.

4. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable lender would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Governmental Lender Note, the Funding Loan Agreement and the Funding Loan and the security therefor so that, as a reasonable lender, the Holder has been able to make its decision to extend the Funding Loan [or an interest therein] and purchase the Governmental Lender Note [or an interest therein]. The Funding Lender understands that the Governmental Lender Note and the Borrower Loan Agreement are not registered under the Securities Act of 1933, as amended, and that such registration is not legally required as of the date hereof; and further understands that the Governmental Lender Note and the Borrower Loan Agreement (i) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (ii) will not be listed in any stock or other securities exchange, (iii) will not carry a rating from any rating service and (iv) will be delivered in a form which is not readily marketable. The Holder acknowledges that it has not relied upon the Governmental Lender for any information in connection with the Holder's purchase of the Governmental Lender Note [or an interest therein].

5. The Holder is an Approved Institutional Buyer (as defined in the Funding Loan Agreement).

6. The Holder acknowledges that it is purchasing [an interest in] the Governmental Lender Note for investment for its own account and not with a present view toward resale or the distribution thereof, in that we do not now intend to resell or otherwise dispose of all or any part of our interests in the Governmental Lender Note. Subject to paragraph 7 below, the Funding Lender acknowledges and agrees that the Governmental Lender Note, or interests therein, can be sold and subsequently transferred only to purchasers that execute and deliver to the Governmental Lender an representations from the transferee to substantially the same effect as these required transferee representations or in such other form authorized under the Funding Loan Agreement with no revisions except as may be approved in writing by the Governmental Lender.

7. In the event any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Governmental Lender Note will not disclose information with respect to the Governmental Lender other than its name, location and type of political subdivision and general information with respect to the Funding Loan and Borrower Loan and related documents, the Holder will provide the Governmental Lender with a draft of such placement memorandum and the Governmental Lender shall have the right to approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

8. The Funding Lender understands that the Governmental Lender Note is a limited obligation of the Governmental Lender; payable solely from funds and moneys pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Governmental Lender Note are expressly limited as set forth in the Funding Loan Agreement and related documents. The Funding Lender acknowledges that the Governmental Lender Note is not an indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal of and, premium, if any, and interest on the Governmental Lender Note, and the Governmental Lender Note is payable from no other source, but are special, limited obligations of the Governmental Lender, payable solely out of the Security and receipts of the Governmental Lender derived pursuant to the Funding Loan Agreement and the Borrower Loan Agreement. The Funding Lender acknowledges that no holder of the Governmental Lender Note, or any interest therein, has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Governmental Lender Note or the interest or premium, if any, thereon.

9. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

[Signature Page to Required Transferee Representations]

_____, as Holder

By: _____
Name: _____
Its: _____

Exhibit "C".
(To Ordinance)

BORROWER LOAN AGREEMENT

Between

CITY OF CHICAGO,
as Governmental Lender,

and

HPUMC REDEVELOPMENT LIMITED PARTNERSHIP,
an Illinois limited partnership,
as Borrower

Dated as of _____ 1, 2025

Relating to:

$10,000,000
Funding Loan originated by BMO BANK, N. A., as Funding Lender

---

The interest of the City of Chicago (the "Governmental Lender") in this Borrower Loan Agreement (except for certain rights described herein) has been initially pledged and assigned to BMO Bank, N. A., a national banking association, as funding lender (the "Funding Lender"), under that certain Funding Loan Agreement, of even date herewith, by and between the Governmental Lender and the Funding Lender, under which the Funding Lender is originating a loan to the Governmental Lender the proceeds of which are to be used to fund the Borrower Loan made under this Borrower Loan Agreement.

THIS BORROWER LOAN AGREEMENT (this "**Borrower Loan Agreement**") is entered into as of the 1st day of _____, 2025, between the **CITY OF CHICAGO**, a municipality and home rule unit of local government duly organized and validly existing under the constitution and laws of the State of Illinois (together with its successors and assigns, the "**Governmental Lender**"), and **HPUMC REDEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership, together with its successors and assigns, the "**Borrower**").

WITNESSETH:

RECITALS

WHEREAS, the Governmental Lender has been duly created and organized pursuant to and in accordance with the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Governmental Lender is authorized: (a) to make loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender; (b) to incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) to pledge all or any part of the revenues, receipts or resources of the Governmental Lender, including the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal or redemption price of and interest on such indebtedness of the Governmental Lender; and

WHEREAS, the Humboldt Park United Methodist Church, Inc., an Illinois not-for-profit corporation (the "**Corporation**"), is the owner of the real property located at 2120-28 N. Mozart Street and 2847 W. Shakespeare Avenue, Chicago, Illinois 60647 (the "**Property**"); and

WHEREAS, the Corporation has or will sell the Property to LUCHA SPE Holdings, LLC, an Illinois limited liability company ("**LUCHA SPE**"), a wholly owned subsidiary of the Latin United Community Housing Association, an Illinois not-for-profit corporation (**"LUCHA**"), and LUCHA will then sell the Property to the Borrower; and

WHEREAS, the Borrower, 2120 Mozart LLC, an Illinois limited liability company (the "**General Partner**"), the sole general partner of the Borrower, and LUCHA, the sole member of the General Partner, have proposed to purchase the Property in the manner described above, for the renovation and adaptive reuse of the existing Humboldt Park United Methodist Church, being the construction, furnishing and equipping of a low income housing project consisting of a three story apartment building that will contain 22 rental dwelling units, comprised of 8 studios, 8 1-bedroom apartments, 3 2-bedroom apartments and 3 3-bedroom apartments, with 5 apartments expected to be set aside as permanent supportive housing units (including related common areas, the "**Project**"); and

WHEREAS, the Borrower's repayment obligations under this Borrower Loan Agreement are evidenced by the Borrower Note, as defined herein; and

WHEREAS, the Borrower has requested the Governmental Lender to enter into that certain Funding Loan Agreement, of even date herewith (the "**Funding Loan Agreement**"), between the Governmental Lender and BMO Bank, N. A., a national banking association (the "**Funding Lender**"), under which the Funding Lender will make a loan (the "**Funding Loan**") to the Governmental Lender, the proceeds of which will be loaned under this Borrower Loan Agreement to the Borrower to finance the acquisition, construction, development, equipping and/or operation of the Project; and;

WHEREAS, the Borrower Loan is secured by, among other things, that certain [Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing] (as amended, restated and/or supplemented from time to time) the "**Security Instrument**"), of even date herewith in favor of Governmental Lender, encumbering the Project, and assigned by the Governmental Lender to the Funding Lender to secure the Funding Loan and will be advanced to Borrower pursuant to this Borrower Loan Agreement and the Construction Funding Agreement dated as of _____ ___, 2025 between the Funding Lender and the Borrower:

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I
DEFINITIONS; PRINCIPLES OF CONSTRUCTION

Section 1.1. Specific Definitions. For all purposes of this Borrower Loan Agreement, except as otherwise expressly provided or unless the context otherwise requires:

Unless specifically defined herein, all capitalized terms shall have the meanings ascribed thereto in the Security Instrument or, if not defined in the Security Instrument, in the Funding Loan Agreement.

All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GAAP.

All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

All references in this instrument to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

Unless otherwise specified, (i) all references to sections and schedules are to those in this Borrower Loan Agreement, (ii) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Borrower Loan Agreement as a whole and not to any particular provision, (iii) all definitions are equally applicable to the singular and plural forms of the terms defined and (iv) the word "including" means "including but not limited to."

Section 1.2. Definitions. The following terms, when used in this Borrower Loan Agreement (including when used in the above recitals), shall have the following meanings:

"**ADA**" shall have the meaning set forth in Section 4.1.38 hereof.

"**Additional Borrower Payments**" shall mean the payments payable pursuant to Section 2.5 (Additional Borrower Payments), Section 2.6 (Overdue Payments; Payments in Default), Section [3.3.3] of the Construction Funding Agreement (Borrower Loan in Balance), Section [7.1] of the Construction Funding Agreement (Mandatory Payments of Borrower Loan), Section 5.14 (Expenses) and Section [10] of the Borrower Note (Voluntary and Involuntary Prepayments).

"**Affiliate**" or "**Affiliate of Borrower**" means, as to the Borrower or its General Partner, (i) any entity that directly or indirectly owns, controls, or holds with power to vote, 20 percent or more of the outstanding voting securities of Borrower or its General Partner, (ii) any corporation 20 percent or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by the Borrower or its General Partner, (iii) any partner, shareholder or, if a limited liability company, member of the Borrower or its General Partner, or (iv) any other person that is related by blood or marriage to the Borrower or its General Partner (to the extent any of the Borrower or its General Partner is a natural person).

"**Agreement of Environmental Indemnification**" shall mean the Environmental Indemnity Agreement, of even date herewith, executed by the Borrower and Guarantor for the benefit of the Funding Lender and any lawful holder, owner or pledgee of the Borrower Note from time to time, as amended and restated from time to time, including, without limitation, in connection with the Assignment Event.

"**Appraisal**" shall mean an appraisal of the Project and Improvements, which appraisal shall be (i) performed by a qualified appraiser licensed in the State selected by Funding Lender, and (ii) satisfactory to Funding Lender (including, without limitation, as adjusted pursuant to any internal review thereof by Funding Lender) in all respects.

"**Approved Developer Fee Schedule**" has the meaning assigned to such term in the Construction Funding Agreement.

"**Architect**" shall mean any licensed architect, space planner or design professional that Borrower may engage from time to time, with the approval of Funding Lender, to design any portion of the Improvements, including the preparation of the Plans and Specifications.

"**Architect's Agreement**" shall mean any agreement that Borrower and any Architect from time to time may execute pursuant to which Borrower engages such Architect to design any portion of the Improvements, including the preparation of the Plans and Specifications, as approved by Funding Lender.

"**Authorized Borrower Representative**" shall mean a person at the time designated and authorized to act on behalf of the Borrower by a written certificate furnished to the Governmental Lender, the Funding Lender and the Servicer and containing the specimen signature of such person and signed on behalf of the Borrower by its Borrower Controlling Entity which certificate may designate one or more alternates.

"**Bankruptcy Code**" shall mean the United States Bankruptcy Reform Act of 1978, as amended from time to time, or any substitute or replacement legislation.

"**Bankruptcy Event**" shall have the meaning given to that term in the Construction Funding Agreement, or if not defined therein, shall mean the commencement or filing of a voluntary or involuntary proceeding seeking (i) liquidation, reorganization or other similar relief under any federal, state or foreign bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator conservator or similar official as the result of a Bankruptcy Proceeding.

"**Bankruptcy Proceeding**" shall have the meaning set forth in Section 4.1.8 hereof.

"**Beneficiary Parties**" shall mean, collectively, the Funding Lender and the Governmental Lender, and their respective successors and assigns.

"**Borrower**" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"**Borrower Controlling Entity**" shall mean, if the Borrower is a partnership, any general partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower.

"**Borrower Deferred Equity**" shall mean the Equity Contributions to be made by the Equity Investor to Borrower pursuant to the Partnership Agreement (and subject to the conditions precedent, adjustments, and other terms and conditions contained therein) other than Borrower Initial Equity, in accordance with the schedule set forth in [Exhibit A-1] of the Partnership Agreement.

"**Borrower Initial Equity**" shall mean an initial installment of the Equity Contributions made to Borrower by the Equity Investor in an amount of at least $_____ to be made on or prior to the Closing Date.

"**Borrower Loan**" shall mean the mortgage loan made by the Governmental Lender to the Borrower pursuant to this Borrower Loan Agreement, in the maximum principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

"**Borrower Loan Agreement**" shall mean this Borrower Loan Agreement.

"**Borrower Loan Amount**" shall mean not to exceed $10,000,000, the maximum aggregate principal amount of the Borrower Note.

"**Borrower Loan Documents**" shall mean this Borrower Loan Agreement, the Construction Funding Agreement, the Borrower Note, the Guaranty, the Security Instrument, the Collateral Assignments, the Agreement of Environmental Indemnification and all other documents or agreements evidencing or relating to the Borrower Loan, whether executed on the date hereof or in connection with the Assignment Event.

"**Borrower Loan Payment Date**" shall mean (i) the date upon which regularly scheduled Borrower Loan Payments are due pursuant to the Borrower Note, or (ii) any other date on which the Borrower Note is prepaid or paid, whether at the scheduled maturity or upon the acceleration of the maturity thereof.

"**Borrower Loan Payments**" shall mean the monthly loan payments payable pursuant to the Borrower Note.

"**Borrower Loan Proceeds**" shall mean proceeds of the Borrower Loan, to be disbursed in accordance with Section 2.10 of this Borrower Loan Agreement and the Construction Funding Agreement.

"**Borrower Note**" shall mean that certain Promissory Note-Borrower Loan (Humboldt Park Project), Series 2025, dated as of the Closing Date in the original maximum principal amount of not to exceed $10,000,000 made by Borrower and payable to Governmental Lender, as endorsed and assigned to the Funding Lender, as it may be amended, supplemented, restated or replaced from time to time.

"**Borrower Payment Obligations**" shall mean all payment obligations of the Borrower under the Borrower Loan Documents, including, but not limited to, the Borrower Loan Payments and the Additional Borrower Payments.

"**Business Day**" shall have the meaning set forth in the Construction Funding Agreement.

"**Calendar Month**" shall mean each of the twelve (12) calendar months of the year.

"**CC&R's**" shall mean any covenants, conditions, restrictions, maintenance agreements or reciprocal easement agreements affecting the Project or the Mortgaged Property, including, without limitation and the Regulatory Agreement.

"**City**" shall mean the City of Chicago, Illinois.

"**Closing Date**" shall mean _____ ___, 2025, the date that the initial Borrower Loan Proceeds are disbursed hereunder.

"**Code**" shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"**Collateral**" shall mean all collateral described in (i) this Borrower Loan Agreement (including, without limitation, all property in which the Funding Lender is granted a security interest pursuant to any provision of this Borrower Loan Agreement), (ii) the Security Instrument, or (iii) any other Security Document, which Collateral shall include the Project, all of which collateral is pledged and assigned to Funding Lender under the Funding Loan Agreement to secure the Funding Loan.

"**Collateral Assignments**" means all pledges and assignments made by the Borrower, Developer and/or General Partner of ownership interests therein or in the Project or any contracts, agreements, leases, subleases, licenses, permits, plans and specifications, accounts and other property, real or personal, related to the Project and/or the construction and operation of the Improvements.

"**Completion**" shall have the meaning set forth in Section 5.25.

"**Completion Date**" shall have the meaning in the Construction Funding Agreement.

"**Computation Date**" shall have the meaning ascribed thereto in Section 1.148-3(e) of the Regulations.

"**Condemnation**" shall mean any action or proceeding or notice relating to any proposed or actual condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Project, whether direct or indirect.

"**Construction Consultant**" shall mean a third-party architect or engineer selected and retained by Funding Lender, at the reasonable cost and expense of Borrower, to monitor the progress of construction and/or rehabilitation of the Project and to inspect the Improvements to confirm compliance with this Borrower Loan Agreement.

"**Construction Contract**" shall mean any agreement that Borrower and any Contractor from time to time may execute pursuant to which Borrower engages the Contractor to construct any portion of the Improvements, as approved by Funding Lender.

"**Construction Escrow Agreement**" shall mean that certain Escrow Agreement, dated as of _____ ___, 2025, among the Title Company named therein, in its capacity as escrow agent, Governmental Lender, Funding Lender, Borrower, certain subordinate lenders named therein, and acknowledged by the Contractor, as such agreement may be amended, modified, supplemented and replaced from time to time.

"**Construction Funding Agreement**" means that certain Construction Funding Agreement dated as of _____ ___, 2025, between the Funding Lender, as agent for the Governmental Lender, and Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

"**Construction Schedule**" shall mean a schedule of construction or rehabilitation progress with the anticipated commencement and completion dates of each phase of construction or rehabilitation, as the case may be, and the anticipated date and amounts of each Disbursement for the same, as approved by Funding Lender, as assignee of the Governmental Lender.

"**Continuing Disclosure Agreement**" shall mean that certain Continuing Disclosure Agreement of even date herewith, between the Borrower and the Funding Lender, pursuant to which the Borrower agrees to provide certain information with respect to the Project, the Borrower and the Funding Loan subsequent to the Closing Date, as amended, supplemented or restated from time to time.

"**Contractor**" shall mean any licensed general contractor or subcontractor that Borrower may directly engage from time to time, with the approval of Funding Lender, to construct and/or rehabilitate any portion of the Improvements.

"**Contractual Obligation**" shall mean, for any Person, any debt or equity security issued by that Person, and any indenture, mortgage, deed of trust, contract, undertaking, instrument or agreement (written or oral) to which such Person is a party or by which it is bound, or to which it or any of its assets is subject.

"**Cost Breakdown**" shall mean the schedule of costs for the Improvements, as set forth in the Construction Funding Agreement and as the same may be amended from time to time with Funding Lender's consent.

"**Costs of Funding**" shall mean the Governmental Lender's Closing Fee and the fees, costs, expenses and other charges incurred in connection with the funding of the Borrower Loan and the Funding Loan, the negotiation and preparation of this Borrower Loan Agreement and each of the other Borrower Loan Documents and Funding Loan Documents and shall include, but shall not be limited to, the following: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower's counsel, and Funding Lender's counsel); (ii) financial advisor fees incurred in connection with the closing of the Borrower Loan and the Funding Loan; (iii) certifying and authenticating agent fees and expenses related to funding of the Funding Loan; (iv) printing costs (for any preliminary and final offering materials relating to the Funding Loan); (v) any recording fees; (vi) any additional fees charged by the Governmental Lender; and (vii) costs incurred in connection with the required public notices generally and costs of the public hearing.

"**Costs of Funding Deposit**" shall mean the amount required to be deposited by the Borrower with the Title Company (or a separate escrow company, if applicable) to pay Costs of Funding in connection with the closing of the Borrower Loan and the Funding Loan on the Closing Date.

"**Cost of Improvements**" shall mean the costs for the Improvements, as set forth on the Cost Breakdown.

"**County**" shall mean Cook County, Illinois.

"**Date of Disbursement**" shall mean the date of a Disbursement.

"**Day**" or "**Days**" shall mean calendar days unless expressly stated to be Business Days.

"**Debt**" shall mean, as to any Person, any of such Person's liabilities, including all indebtedness (whether recourse and nonrecourse, short term and long term, direct and contingent), all committed and unfunded liabilities, and all unfunded liabilities, that would appear upon a balance sheet of such Person prepared in accordance with GAAP.

"**Default Rate**" shall have the meaning given to that term in the Borrower Note.

"**Determination of Taxability**" shall mean (i) a determination by the Commissioner or any District Director of the Internal Revenue Service in the form of a final advice determination, (ii) a private ruling or Technical Advice Memorandum concerning the Governmental Lender Note issued by the National Office of the Internal Revenue Service in which Governmental Lender and Borrower were afforded the opportunity to participate, (iii) a determination by any court of competent jurisdiction, (iv) the enactment of legislation or (v) receipt by the Funding Lender, at the request of the Governmental Lender, the Borrower or the Funding Lender, of an opinion of Tax Counsel, in each case to the effect that the interest on the Governmental Lender Note is includable in gross income for federal income tax purposes of any holder or any former holder of all or a portion of the Governmental Lender Note, other than a holder who is a "substantial user" of the Project or a "related person" (as such terms are defined in Section 147(a) of the Code) to a "substantial user"; provided, however, that no such Determination of Taxability under clause (i) or (iii) shall be deemed to have occurred if the Governmental Lender (at the sole expense of the Borrower), the Funding Lender (at the sole expense of the Borrower) or the Borrower is contesting such determination, has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (a) a final determination from which no appeal may be taken with respect to such determination, (b) abandonment of such appeal by the Governmental Lender or the Borrower, as the case may be, or (c) one year from the date of initial determination.

"**Developer Fee**" shall mean the fees and/or compensation payable to LUCHA, a developer, pursuant to the [Development Services Agreement] dated as of the Closing Date between Borrower and such developer, which fees and/or compensation shall not be paid except as otherwise permitted pursuant to Section 6.13(b).

"**Disbursement**" means a disbursement of Borrower Loan Proceeds and Other Borrower Moneys pursuant to this Borrower Loan Agreement and the Construction Funding Agreement.

"**Engineer**" shall mean any licensed civil, structural, mechanical, electrical, soils, environmental or other engineer that Borrower may engage from time to time, with the approval of Funding Lender, to perform any engineering services with respect to any portion of the Improvements.

"**Engineer's Contract**" shall mean any agreement that Borrower and any Engineer from time to time may execute pursuant to which Borrower engages such Engineer to perform any engineering services with respect to any portion of the Improvements, as approved by Funding Lender.

"**Equity Contributions**" shall mean the equity to be contributed by, or on behalf of, the Equity Investor to Borrower, in accordance with and subject to the terms of the Partnership Agreement.

"**Equity Investor**" shall mean NEF Assignment Corporation, an Illinois not-for-profit corporation, and its successors and assigns.

"**ERISA**" shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations promulgated thereunder.

"**ERISA Affiliate**" shall mean all members of a controlled group of corporations and all trades and business (whether or not incorporated) under common control and all other entities which, together with the Borrower, are treated as a single employer under any or all of Section 414(b), (c), (m) or (o) of the Code.

"**Event of Default**" shall mean any Event of Default set forth in Section 8.1 of this Borrower Loan Agreement. An Event of Default shall "exist" if a Potential Default shall have occurred and be continuing beyond any applicable cure period.

"**Excess Revenues**" means, for any period, the net cash flow of the Borrower available for distribution to shareholders, members or partners (as the case may be) for such period, after the payment of principal and interest on all indebtedness coming due during such period (whether in installments or at maturity, by acceleration or otherwise), the payment of all fees, costs and expenses on an occasional or recurring basis in connection with the Borrower Loan or the Funding Loan, the payment of all operating, overhead, ownership and other expenditures of the Borrower directly or indirectly in connection with the Project (whether any such expenditures are current, capital or extraordinary expenditures), and the setting aside of all reserves for taxes, insurance, water and sewer charges or other similar impositions, capital expenditures, repairs and replacements and all other amounts which the Borrower is required to set aside pursuant to the Partnership Agreement, the Subordinate Loan Documents or any other agreement relating to the Property, but excluding depreciation and amortization of intangibles.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended.

"**Expenses of the Project**" shall mean, for any period, the current expenses, paid or accrued, for the operation, maintenance and current repair of the Project, as calculated in accordance with GAAP, and shall include, without limiting the generality of the foregoing, salaries, wages, employee benefits, cost of materials and supplies, costs of routine repairs, renewals, replacements and alterations occurring in the usual course of business, costs and expenses properly designated as capital expenditures (e.g. repairs which would not be payable from amounts on deposit in a repair and replacement fund held pursuant to the Borrower Loan Documents), a management fee (however characterized) not to exceed [7.000%] of Gross Income, costs of billings and collections, costs of insurance, costs of audits, and any mandatory (i. e., "hard" pay) debt service payments. Expenses of the Project shall not include any payments, however characterized, on account of any subordinate soft pay (i. e., cash flow only) financing in respect of the Project or other indebtedness, allowance for depreciation, amortization or other non-cash items, gains and losses or prepaid expenses not customarily prepaid, or any expenses budgeted to be paid from reserves.

"**Fair Market Value**" shall mean the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above and as further defined in the Code) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is an interest in any commingled investment fund in which the Governmental Lender and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of investment.

"**Fitch**" shall mean Fitch, Inc.

"**Funding Lender**" shall mean BMO Bank, N. A., a national banking association, and any assignee thereof, in its capacity as lender under the Funding Loan.

"**Funding Loan**" means the Funding Loan in the maximum principal amount of $10,000,000 made by Funding Lender to Governmental Lender under the Funding Loan Agreement, the proceeds of which are used by the Governmental Lender to make the Borrower Loan.

"**Funding Loan Agreement**" means the Funding Loan Agreement, of even date herewith, between the Governmental Lender and the Funding Lender, as it may from time to time be supplemented, modified or amended by one or more amendments or other instruments supplemental thereto entered into pursuant to the applicable provisions thereof.

"**Funding Loan Documents**" shall have the meaning given to that term in the Funding Loan Agreement.

"**GAAP**" shall mean generally accepted accounting principles as in effect on the date of the application thereof and consistently applied throughout the periods covered by the applicable financial statements.

"General Partner" shall mean 2120 Mozart LLC, an Illinois limited liability company, its successors and assigns.

"**Governmental Authority**" shall mean (i) any governmental municipality or political subdivision thereof, (ii) any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality or public body, or (iii) any court, administrative tribunal or public utility, agency, commission, office or authority of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise), now or hereafter in existence.

"**Governmental Lender**" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"**Governmental Lender Note**" shall mean that certain City of Chicago Multi-Family Housing Revenue Note (Humboldt Park Project), Series 2025, dated the Closing Date in the maximum principal amount of $10,000,000, made by the Governmental Lender and payable to Funding Lender, as it may be amended, supplemented, restated or replaced from time to time.

"**Governmental Lender's Closing Fee**" shall mean an amount equal to 1.5% of the original principal amount of the Governmental Lender Note payable on the Closing Date. The Governmental Lender's Closing Fee is payable to the Governmental Lender pursuant to Section 2.3(c)(iii) hereof.

"**Gross Income**" shall mean all receipts, revenues, income and other moneys received or collected by or on behalf of Borrower and derived from the ownership or operation of the Project, if any, and all rights to receive the same, whether in the form of accounts, accounts receivable, contract rights or other rights, and the proceeds of such rights, and whether now owned or held or hereafter coming into existence and proceeds received upon the foreclosure sale of the Project. Gross Income shall not include loan proceeds, net proceeds of insurance and condemnation awards, amounts disbursed from reserves, equity or capital contributions, or tenant security deposits being held by Borrower in accordance with applicable law or any extraordinary or non-reoccurring items (including any real property tax refunds).

"**Gross Proceeds**" shall mean, without duplication, the aggregate of:

(a) the net amount (after payment of all expenses of originating the Funding Loan) of Funding Loan proceeds received by the Governmental Lender as a result of the origination of the Funding Loan;

(b) all amounts received by the Governmental Lender as a result of the investment of the Funding Loan proceeds;

(c) any amounts held in any fund or account to the extent that the Governmental Lender reasonably expects to use the amounts in such fund to pay any portion of the Funding Loan; and

(d) any securities or obligations pledged by the Governmental Lender or by the Borrower as security for the payment of any portion of the Funding Loan.

"**Guarantor(s)**" shall mean _____, an Illinois _____, or any other person or entity which may hereafter become a Guarantor of any of the Borrower's obligations under the Borrower Loan.

"**Guaranty**" shall mean, collectively the Guaranty, of even date herewith, by the Guarantor(s) for the benefit of the Funding Lender.

"**Improvements**" shall mean the multifamily residential Project together with related common areas along with parking lot facilities, to be constructed upon the Land and known or to be known as _____, and all other buildings, structures, fixtures, wiring, systems, equipment and other improvements and personal property constituting a part of the Project to be constructed, rehabilitated and/or installed at or on the Land in accordance with the Cost Breakdown and the Plans and Specifications.

"**Indemnified Party**" shall have the meaning set forth in Section 5.15 hereof.

"**Installment Computation Date**" shall mean any Computation Date other than the first Computation Date or the final Computation Date.

"**Interest Rate**" shall mean with respect to the Borrower Note the rate of interest accruing on the Borrower Note.

"**Land**" means the real property described on **Exhibit A** to the Security Instrument.

"**Late Charge**" shall mean the amount due and payable as a late charge on overdue payments under the Borrower Note, as provided in Section [9] of the Borrower Note and Section 2.5 hereof.

"**Legal Action**" shall mean an action, suit, investigation, inquiry, proceeding or arbitration at law or in equity or before or by any foreign or domestic court, arbitrator, or other Governmental Authority.

"**Legal Requirements**" shall mean statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting all or part of the Project or any property (including the Project) or the construction, rehabilitation, use, alteration or operation thereof, whether now or hereafter enacted and in force, and all permits, licenses and authorizations and regulations relating thereto, the CC&R's and all other covenants, agreements, restrictions and encumbrances contained in any instrument, either of record or known to the Borrower, at any time in force affecting all or part of the Project, including any that may (i) require repairs, modifications or alterations in or to all or part of the Project, or (ii) in any way limit the use and enjoyment thereof.

"**Liabilities**" shall have the meaning set forth in Section 5.15 hereof.

"**Licenses**" shall have the meaning set forth in Section 4.1.22 hereof.

"**Lien**" shall mean any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, deed to secure debt, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project.

"**Management Agreement**" shall mean the Management Agreement between the Borrower and the Manager, pursuant to which the Manager is to manage the Project, as same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"**Manager**" shall mean the management company to be employed by the Borrower and approved by the Funding Lender in accordance with the terms of the Security Instrument, this Borrower Loan Agreement or any of the other Borrower Loan Documents.

["**Material Adverse Change**" means any set of circumstances or events which has or could reasonably be expected to impair materially any rights of or benefits available to the Governmental Lender or the Funding Lender under this Borrower Loan Agreement or any other Borrower Loan Document, including, without limitation, the ability of Governmental Lender or, upon the assignment of the Borrower Loan to it, of the Funding Lender, to the extent permitted, to enforce its legal remedies pursuant to this Borrower Loan Agreement or any other Borrower Loan Document.]

"**Moody's**" shall mean Moody's Investors Service, Inc., or its successor.

"**Mortgaged Property**" shall have the meaning given to that term in the Security Instrument.

"**Net Operating Income**" shall mean: (i) the Gross Income, less (ii) the Expenses of the Project.

"**Nonpurpose Investment**" shall mean any investment property (as defined in Section 148(b) of the Code) that is acquired with the Gross Proceeds of the Funding Loan, and which is not acquired to carry out the governmental purpose of the Funding Loan.

"**Ongoing Governmental Lender Fee**" shall mean the annual fee of the Governmental Lender in the amount of 15 basis points of the outstanding principal amount of the Governmental Note. The Ongoing Governmental Lender Fee accrued monthly but is payable on an annual basis in advance by the Borrower to the Governmental Lender, commencing on the Closing Date and, thereafter, on or before each annual anniversary of the Closing Date, so long as any portion of the Funding Loan is outstanding.

"**Other Borrower Moneys**" shall mean monies of Borrower other than Borrower Loan Proceeds and includes, but is not limited to, the Subordinate Debt, Net Operating Income, the Borrower's Equity Contributions and any other funds contributed by or loaned to the Borrower, and in each case expressly allocated for application to the Costs of the Improvements or other costs associated with the Project.

"**Other Charges**" shall mean all maintenance charges, impositions other than Taxes, and any other charges, including vault charges and license fees for the use of vaults, chutes and similar areas adjoining the Project, now or hereafter levied or assessed or imposed against the Project or any part thereof.

"**Partnership Agreement**" shall mean that certain [Agreement of Limited Partnership] of the Borrower, dated as of the Closing Date, as the same may be amended, restated or modified in accordance with its terms.

"**Patriot Act**" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT ACT) of 2001, as the same may be amended from time to time, and corresponding provisions of future laws.

"**Patriot Act Offense**" shall have the meaning set forth in Section 4.1.48 hereof.

"**Payment Obligations**" shall mean all obligations of Borrower for the payment of money to the Governmental Lender or to any other person under the Borrower Note, this Borrower Loan Agreement or under any other Borrower Loan Document.

"**Permitted Encumbrances**" shall have the meaning given to that term in the Construction Funding Agreement.

"**Permitted Lease**" shall mean a lease and occupancy agreement pursuant to the form approved by Funding Lender, to a residential tenant in compliance with the Legal Requirements and satisfying the requirements of the Construction Funding Agreement, providing for an initial term of not less than six (6) months nor more than two (2) years.

"**Person**" shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

"**Plan**" shall mean (i) an employee benefit or other plan established or maintained by the Borrower or any ERISA Affiliate or to which the Borrower or any ERISA Affiliate makes or is obligated to make contributions and (ii) which is covered by Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code.

"**Plans and Specifications**" shall mean the plans and specifications for the construction and/or rehabilitation, as the case may be, of the Project approved by Funding Lender.

"**Potential Default**" shall mean the occurrence of an event which, under this Borrower Loan Agreement or any other Borrower Loan Document, would, but for the giving of notice and/or passage of time, be an Event of Default.

"**Prepayment Premium**" shall mean any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of a Borrower Note (including any prepayment premium as set forth in such Borrower Note).

"**Project**" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"**Project Agreements and Licenses**" shall mean any and all Construction Contracts, Engineer's Contracts and Management Agreements, and all other rights, licenses, permits, franchises, authorizations, approvals and agreements relating to the construction, rehabilitation, use, occupancy, operation or leasing of the Project or the Mortgaged Property.

"**Provided Information**" shall have the meaning set forth in Section 9.1.1 (a) hereof.

"**Qualified Project Costs**" shall mean costs paid with respect to the Project that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general federal income tax principles and in accordance with Section 1.103-8(a)(1) of the Regulations, provided, however, that only such portion of the interest accrued during rehabilitation or construction of the Project (in the case of rehabilitation, with respect to vacated units only) shall be eligible to be a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all costs of the acquisition and construction or rehabilitation of the Project; and provided further that interest accruing after the date of completion of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed or rehabilitated by an Affiliate (whether as general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual Borrower out of pocket costs incurred by such Affiliate in constructing or rehabilitating the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by such Affiliate, and (C) any overhead expenses incurred by such Affiliate which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an "affiliated group" (within the meaning of Section 1504 of the Code) participating in the rehabilitation or construction of the Project or payments received by such affiliate due to early completion of the Project (or any portion thereof); (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to _____ ___, 202___, being the date on which the Governmental Lender first declared its "official intent" to reimburse costs paid with respect to the Project (within the meaning of Section 1.150-2 of the Regulations) or the date of issue of the Funding Loan, and (iv) if the costs of the acquisition and construction or rehabilitation of the Project were previously paid and are to be reimbursed with proceeds of the Funding Loan such costs were (A) "preliminary expenditures" (within the meaning of Section 1.150-2(f)(2) of the Regulations) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of acquisition and construction or rehabilitation of the Project that do not exceed twenty percent (20%) of the issue price of the Governmental Lender Note (as defined in Section 1.148-1 of the Regulations), or (B) were capital expenditures with respect to the Project that are reimbursed no later than 18 months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three years after the expenditures is paid); provided, however, that (w) Costs of Funding shall not be deemed to be Qualified Project Costs; (x) fees, charges or profits (including, without limitation, developer fees) payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) shall not be deemed to be Qualified Project Costs; (y) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk shall be allocated between Qualified Project Costs and other costs and expenses to be paid from the proceeds of the Funding Loan; and (z) letter of credit fees and municipal bond insurance premiums which do not represent a transfer of credit risk (including, without limitation, letter of credit fees payable to a "related person" to the Borrower) shall not constitute Qualified Project Costs.

"**Rebate Amount**" shall mean, for any given period, the amount determined by the Rebate Analyst as required to be rebated or paid as a yield reduction payment to the United States of America with respect to the Funding Loan.

"**Rebate Analyst**" shall mean the rebate analyst selected by the Borrower and acceptable to the Governmental Lender and the Funding Lender.

"**Rebate Analyst's Fee**" shall mean the fee of the Rebate Analyst. The Rebate Analyst's Fee is payable by the Borrower to the Rebate Analyst.

"**Rebate Fund**" shall mean the Rebate Fund created pursuant to Section 5.35 hereof.

"**Regulations**" shall mean with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

"Regulatory Agreement" means the Land Use Restriction Agreement dated as of _____ 1, 2025 between the City and the Borrower, as supplemented and amended.

"**Related Documents**" shall mean, collectively, any agreement or other document (other than the Borrower Loan Documents) granting a security interest (including each agreement that is the subject of any Borrower Loan Document), the Partnership Agreement, and any other agreement, instrument or other document (not constituting a Borrower Loan Document) relating to or executed in connection with the transactions contemplated by this Borrower Loan Agreement.

["**Retainage**" shall mean, for each Construction Contract, ten percent (10%) of all amounts required to be paid to a Contractor under the Construction Contract and five percent (5%) for Disbursements made from and after achievement of 90% construction completion, which shall be released upon satisfaction of the conditions set forth in Section [3.12] of the Construction Funding Agreement.]

"**Secondary Market Disclosure Document**" shall have the meaning set forth in Section 9.1.2 hereof.

"**Secondary Market Transaction**" shall have the meaning set forth in Section 9.1.1 hereof.

"**Securities**" shall have the meaning set forth in Section 9.1.1 hereof.

"**Securities Act**" shall mean the Securities Act of 1933, as amended.

"**Security**" shall have the meaning set forth in Article IV of the Funding Loan Agreement.

"**Security Documents**" shall mean the Security Instrument, the Guaranty, the Collateral Assignments, this Borrower Loan Agreement, the Agreement of Environmental Indemnification, and such other security instruments that Funding Lender may reasonably request from time to time.

"**Security Instrument**" shall have the meaning set forth in the recitals to this Borrower Loan Agreement.

"**Servicer**" shall mean the Servicer, if any, contracting with or appointed by the Funding Lender to service the Borrower Loan. The initial Servicer shall be BMO Bank, N. A.

"**Servicing Agreement**" shall mean any servicing agreement or master servicing agreement, among the Servicer and the Funding Lender relating to the servicing of the Borrower Loan and any amendments thereto or any replacement thereof.

"**Standard & Poor's**" or "**S&P**" shall mean Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business division, or its successors.

"**State**" shall mean the State in which the Project is located.

["**Subordinate Debt**" shall mean the subordinate loans to Borrower [(i) in the amount of $[$4,766,904], being made by the City of Chicago, from its Multi-Family Program Funds, as a Subordinate Lender, as of the Closing Date pursuant to the Subordinate Loan Documents, (ii) in the amount of

[$2,219,067], being made by LUCHA as a sponsor loan, from grants received by HUD and COMED and from proceeds of the Illinois Affordable Housing Tax Credits, (iv) in the amount of $550,000, being made by LUCHA as a Subordinate Lender, from proceeds of an AHP grant from Federal Home Loan Bank of Chicago, (v) in the amount of $[2,500,000], as seller financing pursuant to the Subordinate Loan Documents for each such loan.]

"**Subordinate Lender**" shall mean the City of Chicago and LUCHA.

"**Subordinate Loan Documents**" shall mean, collectively, all instruments, agreements and other documents evidencing, securing or otherwise relating to the Subordinate Debt or executed and delivered by Borrower and/or Subordinate Lender in connection with the Subordinate Debt.

"**Tax Counsel**" shall have the meaning set forth in the Funding Loan Agreement.

"**Taxes**" shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

"**Term**" shall mean the term of this Borrower Loan Agreement pursuant to Section 10.14.

"**Title Company**" shall mean First American Title Insurance Company.

"**Title Insurance Policy**" shall mean the mortgagee title insurance policy, in form acceptable to the Funding Lender, issued with respect to the Mortgaged Property and insuring the lien of the Security Instrument.

"**Transfer**" shall have the meaning given to that term in the Security Instrument or the Construction Funding Agreement, as applicable.

"**UCC**" shall mean the Uniform Commercial Code as in effect in the State.

"**Unassigned Rights**" shall mean

"**Unit**" shall mean a residential apartment unit within the Improvements.

"**Written Consent**" and "**Written Notice**" shall mean a written consent or notice signed by an Authorized Borrower Representative or an authorized representative of the Governmental Lender or the Funding Lender, as appropriate.

ARTICLE II
GENERAL

Section 2.1. Origination of Borrower Loan. In order to provide funds for the purposes provided herein, the Governmental Lender agrees that it will, in accordance with the Ordinance, enter into the Funding Loan Agreement and accept the Funding Loan from the Funding Lender. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Borrower in accordance with the terms of the Construction Funding Agreement and this Borrower Loan Agreement.

The Governmental Lender hereby appoints the Funding Lender as its agent with full authority and power to act on its behalf to disburse the Borrower Loan for the account of the Governmental Lender, to take certain actions and exercise certain remedies with respect to the Borrower Loan, and for the other purposes set forth in this Borrower Loan Agreement and to do all other acts necessary or incidental to the

performance and execution thereof. This appointment is coupled with an interest and is irrevocable except as expressly set forth herein. Accordingly, references to the rights of the Funding Lender to take actions under this Borrower Loan Agreement shall refer to Funding Lender in its role as agent of the Governmental Lender. The Funding Lender may designate Servicer to fulfill the rights and responsibilities granted by the Governmental Lender to the Funding Lender pursuant to this Section 2.1; provided, however, that such designation shall not release or absolve the Funding Lender from ultimate responsibility for fulfillment of such rights or responsibilities.

Section 2.2. Security for the Funding Loan.

(a) As security for the Funding Loan, the Governmental Lender has pledged and assigned the Security to the Funding Lender under and pursuant to the Funding Loan Agreement. All revenues and assets pledged and assigned thereby shall immediately be subject to the lien of such pledge without any physical delivery thereof or any further act, except in the case of the Borrower Note, which shall be endorsed by the Governmental Lender and delivered to the Funding Lender. The Borrower hereby acknowledges and consents to such assignment to the Funding Lender.

(b) With respect to the Unassigned Rights, subject to the limitations set forth in this Section 2.2, the Governmental Lender may:

(i) Tax Covenants. Seek specific performance of, and enforce, the tax covenants of the Funding Loan Agreement, and the Funding Loan Documents, injunctive relief against acts which may be in violation of any of the tax covenants, and enforce the Borrower's obligation to pay amounts for credit to the Rebate Fund;

(ii) Reserved Rights. Take whatever action at law or in equity which appears necessary or desirable to enforce the other Unassigned Rights, provided, however, that the Governmental Lender or any person under its control may only enforce any right it may have for monetary damages against Excess Revenues, if any, of the Borrower, unless Funding Lender otherwise specifically consents in writing to the enforcement against other funds of the Borrower.

(c) In no event shall the Governmental Lender, except at the express written direction of the Funding Lender:

(i) prosecute its action to a lien on the Project; or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing the Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of the Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

(iii) interfere with the exercise by Funding Lender or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by the Borrower under the Borrower Loan Documents or the Funding Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan or the Funding Loan.

(d) The Governmental Lender shall provide written notice to the Funding Lender and the Servicer immediately upon taking any action at law or in equity to exercise any remedy or direct any proceeding under the Borrower Loan Documents or the Funding Loan Documents.

Section 2.3. Loan; Borrower Note; Conditions to Closing.

(a) The Funding Loan shall be funded by the Funding Lender directly to the Borrower or through the escrow established by the Construction Escrow Agreement, subject to the conditions set forth in the Construction Funding Agreement, in one or more installments not to exceed the Borrower Loan Amount in accordance with the disbursement procedures set forth in the Construction Funding Agreement. Upon funding of each installment of the Funding Loan, the Governmental Lender shall be deemed to have made the Borrower Loan to the Borrower in a like principal amount. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note. The proceeds of the Borrower Loan shall be used by the Borrower to pay Qualified Project Costs. The Borrower hereby accepts the Borrower Loan and acknowledges that the Governmental Lender shall cause the Funding Lender to fund the Borrower Loan in the manner set forth herein and in the Construction Funding Agreement and the Funding Loan Agreement. The Governmental Lender acknowledges that the Borrower Loan shall be funded by the Funding Lender for the account of the Governmental Lender. Notwithstanding anything else in this Borrower Loan Agreement, no proceeds of the Funding Loan may be utilized to pay costs of any energy property of the Project, as energy property is defined by Section 48 of the Code.

(b) The Borrower hereby accepts the Borrower Loan. As evidence of its obligation to repay the Borrower Loan, simultaneously with the delivery of this Borrower Loan Agreement to the Governmental Lender, the Borrower hereby agrees to execute and deliver the Borrower Note. The Borrower Loan shall mature and be payable at the times and in the amounts required under the terms hereof and of the Borrower Note.

(c) Closing of the Borrower Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Governmental Lender and the Funding Lender, in their sole discretion of each of the conditions precedent to closing set forth in the Funding Loan Agreement, the Construction Funding Agreement and this Borrower Loan Agreement, including but not limited to the following:

(i) evidence of proper recordation of the Security Instrument, an assignment of the Security Instrument from the Governmental Lender to the Funding Lender, the Regulatory Agreement, and each of the other documents specified for recording in instructions delivered to the Title Company by counsel to the Funding Lender (or that such documents have been delivered to an authorized agent of the Title Company for recordation under binding recording instructions from Funding Lender's counsel or such other counsel as may be acceptable to the Funding Lender); and

(ii) delivery into escrow with the Title Company (or separate escrow company, if applicable) of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit and the Borrower Initial Equity, all as specified in written instructions delivered to the Title Company by counsel to the Funding Lender (or such other counsel as may be acceptable to the Funding Lender); and

(iii) payment of all fees payable in connection with the closing of the Borrower Loan, including the Governmental Lender's Closing Fee and the initial fees and expenses of the Funding Lender.

Section 2.4. Borrower Loan Payments.

(a) The Borrower shall make Borrower Loan Payments in accordance with the Borrower Note. Each Borrower Loan Payment made by the Borrower shall be made in funds immediately available to the Funding Lender or the Servicer by 2:00 p.m., Chicago time, on the Borrower Loan Payment Date. Each such payment shall be made to the Funding Lender or the Servicer by deposit to such account as the Funding Lender or Servicer, as applicable, may designate by Written Notice to the Borrower. Whenever any Borrower Loan Payment shall be stated to be due on a day that is not a Business Day, such payment shall be due on the first Business Day immediately thereafter. In addition, the Borrower shall make Borrower Loan Payments in accordance with the Borrower Note in the amounts and at the times necessary to make all payments due and payable on the Funding Loan. All payments made by the Borrower hereunder or by the Borrower under the other Borrower Loan Documents, shall be made irrespective of, and without any deduction for, any setoffs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.

(b) If there is a Servicer, payments of principal and interest on the Borrower Note shall be paid to the Servicer. If there is no Servicer, payments of principal and interest on the Borrower Note shall be paid directly to Funding Lender.

Section 2.5. Additional Borrower Payments.

(a) The Borrower shall pay on demand the following amounts:

(i) to the Servicer or the Funding Lender, the Rebate Amount then due, if any, to be deposited in the Rebate Fund as specified in Section 5.35 hereof and the Rebate Analyst's Fee and any other costs incurred to calculate such Rebate Amount (to the extent such costs are not included in the Borrower Loan Payment);

(ii) to the Governmental Lender, the Ongoing Governmental Lender Fee and all fees, charges, costs, advances, indemnities and expenses, including agent and counsel fees, of the Governmental Lender incurred under the Borrower Loan Documents or the Funding Loan Documents, and any taxes and assessments with respect to the Project, as and when the same become due;

(iii) Reserved;

(iv) all Costs of Funding and fees, charges and expenses, including agent and counsel fees incurred in connection with the origination of the Borrower Loan and the Funding Loan, as and when the same become due;

(v) to the Funding Lender, all charges, costs, advances, indemnities and expenses, including reasonable agent and counsel fees, of the Funding Lender incurred by the Funding Lender at any time in connection with the Borrower Loan, the Funding Loan or the Project, including, without limitation, reasonable counsel fees and expenses incurred in connection with the interpretation, performance, or amendment and all counsel fees and expenses relating to the enforcement of the Borrower Loan Documents or the Funding Loan Documents or any other documents relating to the Project or the Borrower Loan or in connection with questions or other matters arising under such documents or in connection with any federal or state tax audit; and

(vi) any Late Charge due and payable under the terms of the Borrower Note and Section 2.6 hereof; provided, however, that all payments made pursuant to this subsection (vi) shall be made to the Servicer, and if there is no Servicer, such payments shall be made to the Funding Lender.

(b) The Borrower shall pay to the party entitled thereto as expressly set forth in this Borrower Loan Agreement or the other Borrower Loan Documents or Funding Loan Documents:

(i) all reasonable expenses incurred in connection with the enforcement of any rights under this Borrower Loan Agreement or any other Borrower Loan Document, the Regulatory Agreement, or any Funding Loan Document by the Governmental Lender, Funding Lender or the Servicer;

(ii) all other payments of whatever nature that the Borrower has agreed to pay or assume under the provisions of this Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document; and

(iii) all reasonable expenses, costs and fees relating to inspections of the Project required by the Governmental Lender, the Funding Lender, the Servicer or the Construction Consultant, in accordance with the Borrower Loan Documents or the Funding Loan Documents or to reimburse such parties for such expenses, costs and fees.

Section 2.6. Overdue Payments; Payments if Default. If any Borrower Payment Obligation is not paid by or on behalf of the Borrower when due, the Borrower shall pay to the Funding Lender, a Late Charge in the amount and to the extent set forth in the Borrower Note, if any.

Section 2.7. Calculation of Interest Payments and Deposits to Real Estate Related Reserve Funds. The Borrower acknowledges as follows: (a) calculation of all interest payments shall be made by the Funding Lender; and (b) deposits with respect to the Taxes and Other Charges shall be calculated by the Servicer or if there is no Servicer, the Funding Lender in accordance with the Security Instrument or the other Borrower Loan Documents.

Section 2.8. Grant of Security Interest; Application of Funds. To the extent not inconsistent with the Security Instrument and as security for payment of the Borrower Payment Obligations and the performance by the Borrower of all other terms, conditions and provisions of the Borrower Loan Documents, the Borrower hereby pledges and assigns to the Funding Lender, and grants to the Funding Lender, a security interest in, all the Borrower's right, title and interest in and to all payments to or moneys held in the funds and accounts created and held by the Funding Lender or the Servicer for the Project. This Borrower Loan Agreement is, among other things, intended by the parties to be a security agreement for purposes of the UCC. Upon the occurrence and during the continuance of an Event of Default hereunder, the Funding Lender and the Servicer shall apply or cause to be applied any sums held by the Funding Lender and the Servicer with respect to the Project in any manner and in any order determined by Funding Lender, in Funding Lender's sole and absolute discretion.

Section 2.9. Marshalling; Payments Set Aside. The Governmental Lender and Funding Lender shall be under no obligation to marshal any assets in favor of Borrower or any other Person or against or in payment of any or all of the proceeds. To the extent that Borrower makes a payment or payments or transfers any assets to the Governmental Lender or Funding Lender, or the Governmental Lender or Funding Lender enforces its liens, and such payment or payments or transfers, or the proceeds of such enforcement or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party in connection with any insolvency proceeding, or otherwise, then: (i) any and all obligations owed to the Governmental Lender or Funding Lender and any and all remedies available to the Governmental Lender or Funding Lender under the terms of the Borrower Loan Documents and the Funding Loan Documents or in law or equity against Borrower, General Partner or any Guarantor and/or any of their properties shall be automatically revived and reinstated to the extent (and only to the extent) of any recovery permitted under clause (ii) below; and (ii) the Governmental Lender and Funding Lender shall be entitled to recover (and shall be entitled to file a proof

of claim to obtain such recovery in any applicable bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding) either: (x) the amount of payments or the value of the transfer or (y) if the transfer has been undone and the assets returned in whole or in part, the value of the consideration paid to or received by Borrower for the initial asset transfer, plus in each case any deferred interest from the date of the disgorgement to the date of distribution to the Governmental Lender or Funding Lender in any bankruptcy, insolvency, receivership or fraudulent conveyance or fraudulent transfer proceeding, and any costs and expenses due and owing, including, without limitation, any reasonable attorneys' fees incurred by the Governmental Lender or Funding Lender in connection with the exercise by the Governmental Lender or Funding Lender of its rights under this Section 2.9.

Section 2.10. Borrower Loan Disbursements. The Borrower Loan shall be disbursed by the Funding Lender, as agent for the Governmental Lender, pursuant to the Construction Funding Agreement.

ARTICLE III

RESERVED

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

Section 4.1. Borrower Representations. To induce the Governmental Lender to execute this Borrower Loan Agreement and to induce Funding Lender to make Disbursements, Borrower represents and warrants for the benefit of the Governmental Lender, Funding Lender and the Servicer, that the representations and warranties set forth in this Section 4.1 are complete and accurate as of the Closing Date and will be complete and accurate, and deemed remade, as of the date of each Disbursement, and as of the Maturity Date in accordance with the terms and conditions of the Borrower Note. Subject to Section 4.2 hereof, the representations, warranties and agreements set forth in this Section 4.1 shall survive the making of the Borrower Loan and shall remain in effect and true and correct in all material respects until the Borrower Loan and all other Borrower Payment Obligations have been repaid in full.

Section 4.1.1 Organization; Special Purpose. The Borrower is in good standing under the laws of the State (and under the laws of the state in which the Borrower was formed if the Borrower was not formed under the laws of the State), has full legal right, power and authority to enter into the Borrower Loan Documents to which it is a party, and to carry out and consummate all transactions contemplated by the Borrower Loan Documents to which it is a party, and by proper corporate limited partnership or limited liability company action, as appropriate has duly authorized the execution, delivery and performance of the Borrower Loan Documents to which it is a party. The Person(s) of the Borrower executing the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are fully authorized to execute the same. The Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower. The sole business of the Borrower is the ownership, management and operation of the Project.

Section 4.1.2 Proceedings; Enforceability. Assuming due execution and delivery by the other parties thereto, the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower in accordance with their terms; except in each case as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity and by public policy.

Section 4.1.3 No Conflicts. The execution and delivery of the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party, the consummation of the transactions herein and therein contemplated and the fulfillment of or compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under the Partnership Agreement of the Borrower, or to the best knowledge of the Borrower and with respect to the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever other than any lien contemplated by the Borrower Loan Documents, including but not limited to the liens of the Security Instrument and the Permitted Encumbrances, upon any of the property or assets of the Borrower, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

Section 4.1.4 Litigation; Adverse Facts. There is no Legal Action, nor is there a basis known to Borrower for any Legal Action, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the Borrower, after reasonable investigation, threatened, against or affecting the Borrower, the General Partner or the Guarantor(s), or their respective assets, properties or operations which, if determined adversely to the Borrower, General Partner, or such Guarantor or their respective interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, the Borrower Loan Documents or the Funding Loan Documents, upon the ability of each of Borrower, General Partner and Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or upon the financial condition, assets (including the Project), properties or operations of the Borrower, the General Partner and Guarantor(s), none of the Borrower, General Partner or any Guarantor is in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the ability of each of Borrower, General Partner and each Guarantor to perform their respective obligations under the Borrower Loan Documents, the Funding Loan Documents and the Related Documents to which it is a party, or the financial condition, assets, properties or operations of the Borrower, General Partner or any Guarantor. None of the Borrower, General Partner or any Guarantor are (a) in violation of any applicable law, which violation materially and adversely affects or may materially and adversely affect the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or such Guarantor, as applicable; (b) subject to, or in default with respect to, any other Legal Requirement that would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or any Guarantor, as applicable; or (c) in default with respect to any agreement to which Borrower, General Partner or any Guarantor, as applicable, is a party or by which it is bound, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or Guarantor, as applicable; and (d) there is no Legal Action pending or, to the knowledge of Borrower, threatened against or affecting Borrower, General Partner or any Guarantor questioning the validity or the enforceability of this Borrower Loan Agreement or any of the other Borrower Loan Documents or the Funding Loan Documents or of any of the Related Documents. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for

the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

Section 4.1.5 Agreements; Consents; Approvals. Except as contemplated by the Borrower Loan Documents and the Funding Loan Documents, the Borrower is not a party to any agreement or instrument or subject to any restriction that would materially adversely affect the Borrower, the Project, or the Borrower's business, properties, operations or financial condition or business prospects, except the Permitted Encumbrances. The Borrower is not in default in any material respect in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any Permitted Encumbrance or any other agreement or instrument to which it is a party or by which it or the Project is bound.

No consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and only with respect to the Borrower, no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except no representation is made with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Borrower Loan Documents or the Funding Loan Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

Section 4.1.6 Title. The Borrower shall have marketable title to the Project, free and clear of all Liens except the Permitted Encumbrances. The Security Instrument, when properly recorded in the appropriate records, together with any UCC financing statements required to be filed in connection therewith, will create (i) a valid first priority mortgage lien on the fee simple interest in the Project and (ii) security interests in and to, and collateral assignments of, all personalty included in the Project (including the Leases), all in accordance with the terms thereof, in each case subject only to any applicable Permitted Encumbrances. To the Borrower's knowledge, there are no delinquent real property taxes or assessments, including water and sewer charges, with respect to the Project, nor are there any claims for payment for work, labor or materials affecting the Project which are or may become a Lien prior to, or of equal priority with, the Liens created by the Borrower Loan Documents and the Funding Loan Documents.

Section 4.1.7 Survey. To the best knowledge of the Borrower, the survey for the Project delivered to the Governmental Lender and the Funding Lender does not fail to reflect any material matter affecting the Project or the title thereto.

Section 4.1.8 No Bankruptcy Filing. The Borrower is not contemplating either the filing of a petition by it under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property (a "**Bankruptcy Proceeding**"), and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it. As of the Closing Date, the Borrower has the ability to pay its debts as they become due.

Section 4.1.9 Full and Accurate Disclosure. No statement of fact made by the Borrower in any Borrower Loan Document, or any Funding Loan Document contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein in light of the circumstances in which they were made, not misleading. There is no material fact or circumstance presently known to the Borrower that has not been disclosed to the Governmental Lender and the Funding Lender which materially and adversely affects the Project or the business, operations or financial condition or business prospects of the Borrower or the Borrower's ability to meet its obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and Funding Loan Documents to which it is a party in a timely manner.

Section 4.1.10 No Plan Assets. The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3 101.

Section 4.1.11 Compliance. The Borrower, the Project and the use thereof will comply, to the extent required, in all material respects with all applicable Legal Requirements. The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which would materially adversely affect the financial condition or business prospects or the business of the Borrower. There has not been committed by the Borrower or any Affiliate of Borrower involved with the operation or use of the Project any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof or any moneys paid in performance of the Borrower's obligations under any Borrower Loan Document or any Funding Loan Documents.

Section 4.1.12 Contracts. All service, maintenance or repair contracts affecting the Project have been entered into at arm's length (except for such contracts between the Borrower and its Affiliates or the affiliates of the Borrower Controlling Entity of the Borrower) in the ordinary course of the Borrower's business and provide for the payment of fees in amounts and upon terms comparable to existing market rates. Borrower shall not enter into, or be a party to, any transaction with an Affiliate of Borrower or Guarantor except in the ordinary course of business and on terms that are fully disclosed to Funding Lender in writing and are no less favorable to such Affiliate than would be obtained in a comparable arm's length transaction with an unrelated third party.

Section 4.1.13 Financial Information. All financial data, including any statements of cash flow and income and operating expense, that have been delivered to the Governmental Lender or the Funding Lender in respect of the Project by or on behalf of the Borrower, to the best knowledge of the Borrower, (i) are accurate and complete in all material respects, (ii) accurately represent the financial condition of the Project as of the date of such reports, and (iii) to the extent prepared by an independent certified public accounting firm, have been prepared in accordance with GAAP consistently applied throughout the periods covered, except as disclosed therein. Other than pursuant to or permitted by the Borrower Loan Documents or the Funding Loan Documents or the Borrower organizational documents, the Borrower has no contingent liabilities, unusual forward or long-term commitments or unrealized or anticipated losses from any unfavorable commitments. Since the date of such financial statements, there has been no Material Adverse Change in the financial condition, operations or business of the Borrower from that set forth in said financial statements.

Section 4.1.14 Condemnation. No Condemnation or other proceeding has been commenced or, to the Borrower's knowledge, is contemplated, threatened or pending with respect to all or part of the Project or for the relocation of roadways providing access to the Project.

Section 4.1.15 Federal Reserve Regulations. No part of the proceeds of the Borrower Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Borrower Loan Document or Funding Loan Document.

Section 4.1.16 Utilities and Public Access. To the best of the Borrower's knowledge, the Project is or will be served by water, sewer, sanitary sewer and storm drain facilities adequate to service it for its intended uses. All public utilities necessary or convenient to the full use and enjoyment of the Project is or will be located in the public right-of-way abutting the Project, and all such utilities are or will be connected so as to serve the Project without passing over other property absent a valid easement. All roads necessary for the use of the Project for its current purpose have been or will be completed and dedicated to public use

and accepted by all Governmental Authorities. Except for Permitted Encumbrances, the Project does not share ingress and egress through an easement or private road or share on-site or off-site recreational facilities and amenities that are not located on the Project and under the exclusive control of the Borrower, or where there is shared ingress and egress or amenities, there exists an easement or joint use and maintenance agreement under which (i) access to and use and enjoyment of the easement or private road and/or recreational facilities and amenities is perpetual, (ii) the number of parties sharing such easement and/or recreational facilities and amenities must be specified, (iii) the Borrower's responsibilities and share of expenses are specified, and (iv) the failure to pay any maintenance fee with respect to an easement will not result in a loss of usage of the easement.

Section 4.1.17 Not a Foreign Person. The Borrower is not a "foreign person" within the meaning of §1445(f)(3) of the Code.

Section 4.1.18 Separate Lots. Each parcel comprising the Land is (or will be) a separate tax lot and is not (or will not be) a portion of any other tax lot that is not a part of the Land.

Section 4.1.19 Assessments. There are no pending or, to the Borrower's best knowledge, proposed special or other assessments for public improvements or otherwise affecting the Project, or any contemplated improvements to the Project that may result in such special or other assessments.

Section 4.1.20 Enforceability. The Borrower Loan Documents and the Funding Loan Documents are not subject to, and the Borrower has not asserted, any right of rescission, set-off, counterclaim or defense, including the defense of usury.

Section 4.1.21 Insurance. The Borrower has obtained the insurance required by this Borrower Loan Agreement, if applicable, and the other Borrower Loan Documents and has delivered to the Servicer or Funding Lender copies of insurance policies or certificates of insurance reflecting the insurance coverages, amounts and other requirements set forth in this Borrower Loan Agreement, if applicable, and the Security Instrument.

Section 4.1.22 Use of Property; Licenses. The Project will be used as a multifamily residential rental project and other appurtenant and related uses, which use is consistent with the zoning classification for the Project. All certifications, permits, licenses and approvals, including certificates of completion and occupancy permits required for the legal use or legal, nonconforming use, as applicable, occupancy and operation of the Project (collectively, the "**Licenses**") required at this time for the construction or rehabilitation, as appropriate, and equipping of the Project have been obtained. To the Borrower's knowledge, all Licenses obtained by the Borrower have been validly issued and are in full force and effect. The Borrower has no reason to believe that any of the Licenses required for the future use and occupancy of the Project and not heretofore obtained by the Borrower will not be obtained by the Borrower in the ordinary course following the Completion Date. The Project does not violate any density or building setback requirements of the applicable zoning law except to the extent, if any, shown on the survey. No proceedings are, to the best of the Borrower's knowledge, pending or threatened that would result in a change of the zoning of the Project.

Section 4.1.23 Flood Zone. Either all Improvements will be constructed above the flood grade or the Borrower will obtain appropriate flood insurance as directed by the Funding Lender.

Section 4.1.24 Physical Condition. The Project, including all Improvements, parking facilities, systems, fixtures, equipment and landscaping, are or, after completion of the construction, rehabilitation and/or repairs, as appropriate, will be in good and habitable condition in all material respects and in good order and repair in all material respects (reasonable wear and tear excepted). The Borrower has not received

notice from any insurance company or bonding company of any defect or inadequacy in the Project, or any part thereof, which would adversely affect its insurability or cause the imposition of extraordinary premiums or charges thereon or any termination of any policy of insurance or bond. The physical configuration of the Project is not in material violation of the ADA, if required under applicable law.

Section 4.1.25 Encroachments. All of the Improvements included in determining the appraised value of the Project will lie wholly within the boundaries and building restriction lines of the Project, and no improvement on an adjoining property encroaches upon the Project, and no easement or other encumbrance upon the Project encroaches upon any of the Improvements, so as to affect the value or marketability of the Project, except those insured against by the Title Insurance Policy or disclosed in the survey of the Project as approved by the Funding Lender.

Section 4.1.26 State Law Requirements. The Borrower hereby represents, covenants and agrees to comply with the provisions of all applicable State laws relating to the Borrower Loan, the Funding Loan and the Project.

Section 4.1.27 Filing and Recording Taxes. All transfer taxes, deed stamps, intangible taxes or other amounts in the nature of transfer taxes required to be paid by any Person under applicable Legal Requirements in connection with the transfer of the Project to the Borrower have been paid or will be paid when due if not yet due. All mortgage, mortgage recording, stamp, intangible or other similar taxes required to be paid by any Person under applicable Legal Requirements in connection with the execution, delivery, recordation, filing, registration, perfection or enforcement of any of the Borrower Loan Documents and the Funding Loan Documents have been or will be paid.

Section 4.1.28 Investment Company Act. The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; or (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended.

Section 4.1.29 Fraudulent Transfer. The Borrower has not accepted the Borrower Loan or entered into any Borrower Loan Document or Funding Loan Document with the actual intent to hinder, delay or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Borrower Loan Documents and the Funding Loan Documents. Giving effect to the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents, be greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Borrower Loan Documents and the Funding Loan Documents will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe that it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

Section 4.1.30 Ownership of the Borrower. Except as set forth in the Partnership Agreement of the Borrower, the Borrower has no obligation to any Person to purchase, repurchase or issue any ownership interest in it.

Section 4.1.31 Environmental Matters. To the best of Borrower's knowledge and except as disclosed in environmental reports previously delivered to the Funding Lender and the Governmental Lender (the "Prior Environmental Disclosures"), the Project is not in violation of any Legal Requirement pertaining to or imposing liability or standards of conduct concerning environmental regulation, contamination or clean-up, and will comply with covenants and requirements relating to environmental hazards as set forth in the Security Instrument or the other Borrower Loan Documents. The Borrower will execute and deliver the Agreement of Environmental Indemnification.

Section 4.1.32 Name; Principal Place of Business. Unless prior Written Notice is given to the Funding Lender, the Borrower does not use and will not use any trade name and has not done and will not do business under any name other than its actual name set forth herein. The principal place of business of the Borrower is its primary address for notices as set forth in Section 10.1 hereof, and the Borrower has no other place of business, other than the Project and such principal place of business.

Section 4.1.33 Subordinated Debt. There is no secured or unsecured indebtedness with respect to the Project or any residual interest therein, other than Permitted Encumbrances and the permitted indebtedness described in Section 6.7 hereof, except an unsecured deferred developer fee not to exceed the amount permitted by Funding Lender as determined on the Closing Date.

Section 4.1.34 Filing of Taxes. The Borrower has filed (or has obtained effective extensions for filing) all federal, state and local tax returns required to be filed and has paid or made adequate provision for the payment of all federal, state and local taxes, charges and assessments, if any, payable by the Borrower.

Section 4.1.35 General Tax. All representations, warranties and certifications of the Borrower set forth in the Regulatory Agreement and the Tax Compliance Agreement are incorporated by reference herein and the Borrower will comply with such as if set forth herein.

Section 4.1.36 Approval of the Borrower Loan Documents and Funding Loan Documents. By its execution and delivery of this Borrower Loan Agreement, the Borrower approves the form and substance of the Borrower Loan Documents and the Funding Loan Documents and agrees to carry out the responsibilities and duties specified in the Borrower Loan Documents and the Funding Loan Documents to be carried out by the Borrower. The Borrower acknowledges that (a) it understands the nature and structure of the transactions relating to the financing of the Project, (b) it is familiar with the provisions of all of the Borrower Loan Documents and the Funding Loan Documents and other documents and instruments relating to the financing, (c) it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project, and (d) it has not relied on the Governmental Lender, the Funding Lender or the Servicer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Borrower Loan Documents and the Funding Loan Documents or otherwise relied on the Governmental Lender, the Funding Lender or the Servicer in any manner.

Section 4.1.37 Funding Loan Agreement. The Borrower has read and accepts and agrees that it is bound by the Funding Loan Agreement and the Funding Loan Documents.

Section 4.1.38 Americans with Disabilities Act. The Project, as designed, will conform in all material respects with all applicable zoning, planning, building and environmental laws, ordinances and regulations of governmental authorities having jurisdiction over the Project, including, but not limited to, the Americans with Disabilities Act of 1990 ("**ADA**"), to the extent required (as evidenced by an architect's certificate to such effect).

Section 4.1.39 Requirements of Code and Regulations. The Project satisfies all requirements of the Code and the Regulations applicable to the Project.

Section 4.1.40 Regulatory Agreement. The Project, as of the date of origination of the Funding Loan, is in compliance with all requirements of the Regulatory Agreement to the extent such requirements are applicable; and the Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Regulatory Agreement, including all applicable requirements of the Code and the Regulations, and pursuant to leases which comply with all applicable laws.

Section 4.1.41 Intention to Hold Project. The Borrower intends to hold the Project for its own account and has no current plans, and has not entered into any agreements, to sell the Project or any part of the Project (except for rights granted in the Partnership Agreement [and that certain Right of First Refusal and Option Agreement between the Borrower and LUCHA)]; and the Borrower intends to occupy the Project or cause the Project to be occupied and to operate it or cause it to be operated at all times during the term of this Borrower Loan Agreement in compliance with the terms of this Borrower Loan Agreement and the Regulatory Agreement and does not know of any reason why the Project will not be so used by it in the absence of circumstances not now anticipated by it or totally beyond its control.

Section 4.1.42 Concerning General Partner.

(a) The General Partner of Borrower is a limited liability company, duly organized and validly existing under the laws of the State. The General Partner has all requisite power and authority, rights and franchises to enter into and perform its obligations under the Borrower Loan Documents and the Funding Loan Documents to be executed by such General Partner for its own account and on behalf of Borrower, as General Partner of Borrower, under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents.

(b) General Partner has made all filings (including, without limitation, all required filings related to the use of fictitious business names) and is in good standing in the State and in each other jurisdiction in which the character of the property it owns or the nature of the business it transacts makes such filings necessary or where the failure to make such filings could have a material adverse effect on the business, operations, assets, condition (financial or otherwise) or prospects of General Partner.

(c) General Partner is duly authorized to do business in the State.

(d) The execution, delivery and performance by Borrower of the Borrower Loan Documents and the Funding Loan Documents have been duly authorized by all necessary action of General Partner on behalf of Borrower, and by all necessary action on behalf of General Partner.

(e) The execution, delivery and performance by General Partner, for itself, and on behalf of Borrower, of the Borrower Loan Documents and the Funding Loan Documents will not violate (i) General Partner's organizational documents; (ii) any other Legal Requirement affecting General Partner or any of its properties; or (iii) any agreement to which General Partner is bound or to which it is a party; and will not result in or require the creation (except as provided in or contemplated by this Borrower Loan Agreement) of any Lien upon any of such properties, any of the Collateral or any of the property or funds pledged or delivered to Funding Lender pursuant to the Security Documents.

Section 4.1.43 Government and Private Approvals. All governmental or regulatory orders, consents, permits, authorizations and approvals required for the construction, rehabilitation, use, occupancy and operation of the Improvements, that may be granted or denied in the discretion of any Governmental Authority, have been obtained and are in full force and effect (or, in the case of any of the foregoing that Borrower is not required to have as of the Closing Date, will be obtained), and will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. All such orders, consents, permits, authorizations and approvals that may not be denied in the discretion of any Governmental Authority shall be obtained prior to the commencement of any work for which such orders, consents, permits, authorizations or approvals are required, and, once obtained, such orders, consents, permits, authorizations and approvals will be maintained in full force and effect at all times during the construction or rehabilitation of the Improvements. Except as set forth in the preceding two sentences, no additional governmental or regulatory actions, filings or registrations with respect to the Improvements, and no approvals, authorizations or consents of any trustee or holder of any indebtedness or obligation of Borrower, are required for the due execution, delivery and performance by Borrower or General Partner of any of the Borrower Loan Documents or the Funding Loan Documents or the Related Documents executed by Borrower or General Partner, as applicable. All required zoning approvals have been obtained, and the zoning of the Land for the Project is not conditional upon the happening of any further event.

Section 4.1.44 Concerning Guarantor(s). The Borrower Loan Documents and the Funding Loan Documents to which the Guarantor(s) are a party or a signatory executed simultaneously with this Borrower Loan Agreement have been duly executed and delivered by the Guarantor(s) and are legally valid and binding obligations of the Guarantor(s), enforceable against the Guarantor(s) in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

Section 4.1.45 No Material Defaults. Except as previously disclosed to Funding Lender in writing, there exists no material violation of or material default by Borrower under, and, to the best knowledge of Borrower, no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default with respect to: (i) the terms of any instrument evidencing, securing or guaranteeing any indebtedness secured by the Project or any portion or interest thereof or therein; (ii) any lease or other agreement affecting the Project or to which Borrower is a party; (iii) any license, permit, statute, ordinance, law, judgment, order, writ, injunction, decree, rule or regulation of any Governmental Authority, or any determination or award of any arbitrator to which Borrower or the Project may be bound; or (iv) any mortgage, instrument, agreement or document by which Borrower or any of its respective properties is bound; in the case of any of the foregoing: (1) which involves any Borrower Loan Document or Funding Loan Document; (2) which involves the Project and is not adequately covered by insurance; (3) that might materially and adversely affect the ability of Borrower, General Partner or any Guarantor to perform any of its respective obligations under any of the Borrower Loan Documents or the Funding Loan Documents or any other material instrument, agreement or document to which it is a party; or (4) which might adversely affect the priority of the Liens created by this Borrower Loan Agreement or any of the Borrower Loan Documents or the Funding Loan Documents.

Section 4.1.46 Payment of Taxes. Except as previously disclosed to Funding Lender in writing: (i) all tax returns and reports of Borrower, General Partner and Guarantor(s) required to be filed have been timely filed, and all taxes, assessments, fees and other governmental charges upon Borrower, General Partner or Guarantor(s), and upon their respective properties, assets, income and franchises, which are due and payable have been paid when due and payable; and (ii) Borrower knows of no proposed tax assessment against it or against the General Partner or any Guarantor that would be material to the condition (financial or otherwise) of Borrower, General Partner or any Guarantor, and neither Borrower nor General Partner have contracted with any Governmental Authority in connection with such taxes.

Section 4.1.47 Rights to Project Agreements and Licenses. Borrower is the legal and beneficial owner of all rights in and to the Plans and Specifications and all existing Project Agreements and Licenses, and will be the legal and beneficial owner of all rights in and to all future Project Agreements and Licenses. Borrower's interest in the Plans and Specifications and all Project Agreements and Licenses is not subject to any present claim (other than under the Borrower Loan Documents and the Funding Loan Documents or as otherwise approved by Funding Lender in its sole discretion), set-off or deduction other than in the ordinary course of business.

Section 4.1.48 Patriot Act Compliance. Borrower is not now, nor has ever been (i) listed on any Government Lists (as defined below), (ii) a person who has been determined by a Governmental Authority to be subject to the prohibitions contained in Presidential Executive Order No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any Governmental Authority for alleged criminal activity. For purposes hereof, the term "Patriot Act Offense" shall mean any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism; (B) the criminal laws against money laundering, (C) Bank Representative Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended, or (E) the Patriot Act. "Patriot Act Offense" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense. For purposes hereof, the term "Government Lists" shall mean (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control ("**OFAC**"), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC that Funding Lender notified Borrower in writing is now included in "Government Lists", or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other Governmental Authority or pursuant to any Executive Order of the President of the United States of America that Funding Lender notified Borrower in writing is now included in "Government Lists".

Section 4.1.49 Rent Schedule. Borrower has prepared, or has had prepared on its behalf, a prospective Unit absorption and rent collection schedule with respect to the Project in form and substance acceptable to Funding Lender, which schedule takes into account, among other relevant factors (i) a schedule of minimum monthly rentals for the Units, and (ii) any and all concessions including free rent periods, and on the basis of such schedule, Borrower believes it will collect rents with respect to the Project in amounts greater than or equal to debt service on the Borrower Loan.

Section 4.1.50 Other Documents. Each of the representations and warranties of Borrower or General Partner contained in any of the other Borrower Loan Documents or the Funding Loan Documents or Related Documents is true and correct in all material respects (or, in the case of representations or warranties contained in any of the other Borrower Loan Documents or Funding Loan Documents or Related Documents that speak as of a particular date, were true and correct in all material respects as of such date). All of such representations and warranties are incorporated herein for the benefit of Funding Lender.

Section 4.1.51 Subordinate Loan Documents. The Subordinate Loan Documents are in full force and effect and the Borrower has paid all commitment fees and other amounts due and payable to the Subordinate Lender(s) thereunder. There exists no material violation of or material default by the Borrower under, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default under the Subordinate Loan Documents.

Section 4.1.52 CCRs. The CC&Rs are in full force and effect and the Borrower has complied with the terms and conditions under the CC&Rs. There exists no material violation of or material default by the Borrower under, and no event has occurred which, upon the giving of notice or the passage of time, or both, would constitute a material default under the CC&Rs.

Section 4.2. Survival of Representations and Covenants. All of the representations and warranties in Section 4.1 hereof and elsewhere in the Borrower Loan Documents (i) shall survive for so long as any portion of the Borrower Payment Obligations remains due and owing and (ii) shall be deemed to have been relied upon by the Governmental Lender and the Servicer notwithstanding any investigation heretofore or hereafter made by the Governmental Lender or the Servicer or on its or their behalf, provided, however, that the representations, warranties and covenants set forth in Section 4.1.31 hereof shall survive in perpetuity and shall not be subject to the exculpation provisions of Section 11.1 hereof.

ARTICLE V
AFFIRMATIVE COVENANTS

During the term of this Borrower Loan Agreement, the Borrower hereby covenants and agrees with the Governmental Lender, the Funding Lender and the Servicer that:

Section 5.1. Existence. The Borrower shall (i) do or cause to be done all things necessary to preserve, renew and keep in full force and effect its existence and its material rights, and franchises, (ii) continue to engage in the business presently conducted by it, (iii) obtain and maintain all material Licenses, and (iv) qualify to do business and remain in good standing under the laws of the State.

Section 5.2. Taxes and Other Charges. The Borrower shall pay all Taxes and Other Charges as the same become due and payable and prior to their becoming delinquent in accordance with the Security Instrument and the other Borrower Loan Documents, except to the extent that the amount, validity or application thereof is being contested in good faith as permitted by the Security Instrument and the other Borrower Loan Documents.

The Borrower covenants to pay all taxes and Other Charges of any type or character charged to the Funding Lender affecting the amount available to the Funding Lender from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and Other Charges assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Funding Lender and taxes based upon or measured by the net income of the Funding Lender; provided, however, that the Borrower shall have the right to protest any such taxes or Other Charges and to require the Funding Lender, at the Borrower's expense, to protest and contest any such taxes or Other Charges levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or Other Charges pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Funding Lender. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.3. Repairs; Maintenance and Compliance; Physical Condition. The Borrower shall cause the Project to be maintained in a good, habitable and safe (so as to not threaten the health or safety of the Project's tenants or their invited guests) condition and repair (reasonable wear and tear excepted) as set forth in the Security Instrument and shall not remove, demolish or materially alter the Improvements or equipment (except for removal of aging or obsolete equipment or furnishings in the normal course of business), except as provided in the Construction Funding Agreement and/or the Security Instrument.

Section 5.4. Litigation. The Borrower shall give prompt Written Notice to the Governmental Lender, the Funding Lender and the Servicer of any litigation, governmental proceedings or claims or investigations regarding an alleged actual violation of a Legal Requirement pending or, to the Borrower's knowledge, threatened against the Borrower which might materially adversely affect the Borrower's condition (financial or otherwise) or business or the Project.

Section 5.5. Performance of Other Agreements. The Borrower shall observe and perform in all material respects each and every term to be observed or performed by it pursuant to the terms of the Project Agreements, the CC&R's, the Subordinate Loan Documents and any other agreement or instrument materially affecting or pertaining to the Project.

Section 5.6. Notices. The Borrower shall promptly advise the Governmental Lender, the Funding Lender and the Servicer of (i) any Material Adverse Change in the Borrower's financial condition, assets, properties or operations other than general changes in the real estate market, (ii) any fact or circumstance affecting the Borrower or the Project that materially and adversely affects the Borrower's ability to meet its obligations hereunder or under any of the other Borrower Loan Document to which it is a party in a timely manner, or (iii) the occurrence of any Potential Default or Event of Default of which the Borrower has knowledge. If the Borrower becomes subject to federal or state securities law filing requirements, the Borrower shall cause to be delivered to the Governmental Lender, the Funding Lender and the Servicer any Securities and Exchange Commission or other public filings, if any, of the Borrower within two (2) Business Days of such filing.

Section 5.7. Cooperate in Legal Proceedings. The Borrower shall cooperate fully with the Governmental Lender, the Funding Lender and the Servicer with respect to, and permit the Governmental Lender, the Funding Lender and the Servicer at their option, to participate in, any proceedings before any Governmental Authority that may in any way affect the rights of the Governmental Lender, the Funding Lender and/or the Servicer under any Borrower Loan Document or Funding Loan Document.

Section 5.8. Further Assurances. The Borrower shall, at the Borrower's sole cost and expense (except as provided in Section 9.1 hereof), (i) furnish to the Servicer and the Funding Lender all instruments, documents, boundary surveys, footing or foundation surveys (to the extent that Borrower's construction or renovation of the Project alters any existing building foundations or footprints), certificates, plans and specifications, appraisals, title and other insurance reports and agreements relating to the Project, reasonably requested by the Servicer or the Funding Lender for the better and more efficient carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents; (ii) execute and deliver to the Servicer and the Funding Lender such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Borrower Loan, as the Servicer and the Funding Lender may reasonably require from time to time; (iii) do and execute all and such further lawful and reasonable acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Borrower Loan Documents and the Funding Loan Documents, as the Servicer or the Funding Lender shall reasonably require from time to time; provided, however, with respect to clauses (i)-(iii) above, the Borrower shall not be required to do anything that has the effect of (A) changing the essential economic terms of the Borrower Loan or (B) imposing upon the Borrower greater personal liability under the Borrower Loan Documents and the Funding Loan Documents; and (iv) upon the Servicer's or the Funding Lender's request therefor given from time to time after the occurrence of any Potential Default or Event of Default for so long as such Potential Default or Event of Default, as applicable, is continuing, pay for (a) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (b) searches of title to the Project, each such search to be conducted by search firms reasonably designated by the Servicer or the Funding Lender in each of the locations reasonably designated by the Servicer or the Funding Lender.

Section 5.9. Delivery of Financial Information. After written notice to the Borrower of the need for a Secondary Market Disclosure Document in connection with a Secondary Market Transaction, the Borrower shall deliver to the Funding Lender or the Servicer copies of the Provided Information and all other financial information required under Article IX.

Section 5.10. Environmental Matters. So long as the Borrower owns or is in possession of the Project, the Borrower shall (a) keep the Project in compliance with all Environmental Laws (as defined in the Agreement of Environmental Indemnification), (b) promptly notify the Funding Lender and the Servicer if the Borrower shall become aware that any Hazardous Materials (as defined in the Agreement of Environmental Indemnification) are on or near the Project in violation of Environmental Laws, and (c) commence and thereafter diligently prosecute to completion all remedial work necessary with respect to the Project required under any Environmental Laws, in each case as set forth in the Agreement of Environmental Indemnification.

Section 5.11. Governmental Lender's and Funding Lender's Fees. The Borrower covenants to pay the reasonable fees and expenses of the Governmental Lender (including the Ongoing Governmental Lender Fee) and the Funding Lender or any agents, attorneys, accountants, consultants selected by the Governmental Lender or the Funding Lender to act on its behalf in connection with this Borrower Loan Agreement and the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the making of the Borrower Loan or in connection with any litigation which may at any time be instituted involving the Borrower Loan, this Borrower Loan Agreement, the other Borrower Loan Documents, the Regulatory Agreement and the Funding Loan Documents or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing. This obligation shall remain valid and in effect notwithstanding repayment of the Borrower Loan hereunder or termination of this Borrower Loan Agreement.

Section 5.12. Estoppel Statement. The Borrower shall furnish to the Funding Lender or the Servicer for the benefit of the Funding Lender or the Servicer within ten (10) days after written request by the Funding Lender and the Servicer, with a statement, duly acknowledged and certified, setting forth, as applicable, with respect to each Borrower Note, (i) the unpaid principal of such Borrower Note, (ii) the applicable Interest Rate, (iii) the date installments of interest and/or principal were last paid, (iv) any offsets or defenses to the payment of the Borrower Payment Obligations, and (v)that the Borrower Loan Documents and the Funding Loan Documents to which the Borrower is a party are valid, legal and binding obligations of the Borrower and have not been modified or, if modified, giving particulars of such modification, and no Event of Default exists thereunder or specify any Event of Default that does exist thereunder. The Borrower shall use commercially reasonable efforts to furnish to the Funding Lender or the Servicer, within 30 days of a written request by the Funding Lender or Servicer, tenant estoppel certificates from each commercial tenant at the Project, if any, in form and substance reasonably satisfactory to the Funding Lender and the Servicer; provided that the Funding Lender and the Servicer shall not make such requests more frequently than twice in any year.

Section 5.13. Defense of Actions. The Borrower shall appear in and defend any action or proceeding purporting to affect the security for this Borrower Loan Agreement hereunder or under the Borrower Loan Documents and the Funding Loan Documents, and shall pay, in the manner required by Section 2.5 hereof, all costs and expenses, including the cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Funding Lender may appear. If the Borrower fails to perform any of the covenants or agreements contained in this Borrower Loan Agreement or any other Borrower Loan Document, or if any action or proceeding is commenced that is not diligently defended by the Borrower which affects the Funding Lender's interest in the Project or any part thereof, including

eminent domain, code enforcement or proceedings of any nature whatsoever under any Federal or state law, whether now existing or hereafter enacted or amended, then the Funding Lender may make such appearances, disburse such sums and take such action as the Funding Lender deems necessary or appropriate to protect its interests. Such actions include disbursement of attorneys' fees, entry upon the Project to make repairs or take other action to protect the security of the Project, and payment, purchase, contest or compromise of any encumbrance, charge or lien which in the judgment of Funding Lender appears to be prior or superior to the Borrower Loan Documents or the Funding Loan Documents. The Funding Lender shall have no obligation to do any of the above. The Funding Lender may take any such action without notice to or demand upon the Borrower. No such action shall release the Borrower from any obligation under this Borrower Loan Agreement or any of the other Borrower Loan Documents or Funding Loan Documents. In the event (i) that the Security Instrument is foreclosed in whole or in part or that any Borrower Loan Document is put into the hands of an attorney for collection, suit, action or foreclosure, or (ii) of the foreclosure of any mortgage, deed of trust or deed to secure debt prior to or subsequent to the Security Instrument or any Borrower Loan Document in which proceeding the Funding Lender is made a party or (iii) of the bankruptcy of the Borrower or an assignment by the Borrower for the benefit of its creditors, the Borrower shall be chargeable with and agrees to pay all costs of collection and defense, including actual attorneys' fees in connection therewith and in connection with any appellate proceeding or post-judgment action involved therein, which shall be due and payable together with all required service or use taxes.

Section 5.14. Expenses. The Borrower shall pay all reasonable expenses incurred by the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the Borrower Loan and the Funding Loan, including reasonable fees and expenses of the Governmental Lender's, the Funding Lender's and the Servicer's attorneys, environmental, engineering and other consultants, and fees, charges or taxes for the recording or filing of Borrower Loan Documents and the Funding Loan Documents. The Borrower shall pay or cause to be paid all reasonable expenses of the Governmental Lender, the Funding Lender and the Servicer (except as provided in Section 9.1 hereof) in connection with the issuance or administration of the Borrower Loan and the Funding Loan, including audit costs, inspection fees, settlement of condemnation and casualty awards, and premiums for title insurance and endorsements thereto. The Borrower shall, upon written request, promptly reimburse the Governmental Lender, the Funding Lender and the Servicer for all reasonable amounts expended, advanced or incurred by the Governmental Lender, the Funding Lender and the Servicer to collect the Borrower Note, or to enforce the rights of the Governmental Lender, the Funding Lender and the Servicer under this Borrower Loan Agreement or any other Borrower Loan Document, or to defend or assert the rights and claims of the Governmental Lender, the Funding Lender and the Servicer under the Borrower Loan Documents and the Funding Loan Documents arising out of an Event of Default or with respect to the Project (by litigation or other proceedings) arising out of an Event of Default, which amounts will include all court costs, attorneys' fees and expenses, fees of auditors and accountants, and investigation expenses as may be reasonably incurred by the Governmental Lender, the Funding Lender and the Servicer in connection with any such matters (whether or not litigation is instituted), together with interest at the Default Rate on each such amount from the Date of Disbursement until the date of reimbursement to the Governmental Lender, the Funding Lender and the Servicer, all of which shall constitute part of the Borrower Loan and the Funding Loan and shall be secured by the Borrower Loan Documents and the Funding Loan Documents. The obligations and liabilities of the Borrower under this Section 5.14 shall survive the Term of this Borrower Loan Agreement and the exercise by the Governmental Lender, the Funding Lender or the Servicer, as the case may be, of any of its rights or remedies under the Borrower Loan Documents and the Funding Loan Documents, including the acquisition of the Project by foreclosure or a conveyance in lieu of foreclosure. Notwithstanding the foregoing, the Borrower shall not be obligated to pay amounts incurred as a result of the gross negligence or willful misconduct of any other party, and any obligations of the Borrower to pay for environmental inspections or audits will be governed by the Agreement of Environmental Indemnification.

Section 5.15. Indemnity. In addition to its other obligations hereunder, and in addition to any and all rights of reimbursement, indemnification, subrogation and other rights of Governmental Lender or Funding Lender pursuant hereto and under law or equity, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, the Funding Lender, the Servicer, the Beneficiary Parties, and each of their respective officers, directors, employees, attorneys and agents (each an "**Indemnified Party**"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (hereinafter, the "**Liabilities**") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(a) The Borrower Loan Documents and the Funding Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby, including the sale, transfer or resale of the Borrower Loan or the Funding Loan, except with respect to any Secondary Market Disclosure Document (other than any Borrower's obligations under Article IX);

(b) Any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Funding Loan or the Project, the operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, construction, installation or rehabilitation of, the Project or any part thereof;

(c) Any lien (other than a Permitted Encumbrance) or charge upon payments by the Borrower to the Governmental Lender or the Funding Lender hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes, but excluding franchise taxes based upon the capital and/or income of the Funding Lender and taxes based upon or measured by the net income of the Funding Lender), assessments, impositions and Other Charges imposed on the Governmental Lender or the Funding Lender in respect of any portion of the Project;

(d) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof, provided, however, the Borrower's liability under this provision shall not extend to cover the period of any violation that first arose, commenced or occurred as a result of actions of the Indemnified Party, after the satisfaction, discharge, release, assignment, termination or cancellation of the Security Instrument following the payment in full of the Borrower Note and all other sums payable under the Borrower Loan Documents or after the actual dispossession from the entire Mortgaged Property of Borrower and all entities which control, are controlled by, or are under the common control with Borrower following foreclosure of the Security Instrument or acquisition of the Mortgaged Property by a deed in lieu of foreclosure;

(e) The enforcement of, or any action taken by the Governmental Lender or the Funding Lender related to remedies under, this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents;

(f) Reserved;

(g) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower made in the course of Borrower applying for the Borrower Loan or the Funding Loan or contained in any of the Borrower Loan Documents or Funding Loan Documents to which the Borrower is a party;

(h) Any Determination of Taxability;

(i) Any breach by Borrower of any representation, warranty or covenant made in or pursuant to this Borrower Loan Agreement or in connection with any written or oral representation, presentation, report, appraisal or other information given or delivered by Borrower, the General Partner, any Guarantor or their affiliates to Governmental Lender, the Funding Lender, Servicer or any other Person in connection with Borrower's application for the Borrower Loan and the Funding Loan (including, without limitation, any breach or alleged breach by Borrower of any agreement with respect to the provision of any substitute credit enhancement);

(j) any failure by Borrower or Governmental Lender to comply with applicable federal and state laws and regulations pertaining to the making of the Borrower Loan and the Funding Loan;

(k) the Project, or the condition, occupancy, use, possession, conduct or management of, or work done in or about, or from the planning, design, acquisition, installation, construction or rehabilitation of, the Project or any part thereof; or

(l) the use of the proceeds of the Borrower Loan and the Funding Loan,

except in the case of the foregoing indemnification of the Governmental Lender, the Funding Lender or the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party.

Without limiting the foregoing, to the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender, and each of its officers, officials, directors, employees, attorneys and agents ("**City Indemnified Parties**") against any Liability to which the City Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to any declaration of taxability of interest on the Funding Loan or allegations (or regulatory inquiry) that interest on the Funding Loan is taxable for federal income tax purposes, except to the extent such damages are caused by the gross negligence or willful misconduct of a City Indemnified Party.

Notwithstanding anything herein to the contrary, the Borrower's indemnification obligations to the parties specified in Section 9.1.4 hereof with respect to any securitization or Secondary Market Transaction described in Article IX hereof shall be limited to the indemnity set forth in Section 9.1.4 hereof. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved by the Indemnified Party, and shall assume the payment of all reasonable expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof; provided, however, the Governmental Lender shall have the absolute right to employ separate counsel at the reasonable expense of the Borrower. The Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if and only if in such Indemnified Party's good faith judgment (based on the advice

of counsel) a conflict of interest exists or could arise by reason of common representation, except that the Borrower shall always pay the reasonable fees and expenses of the Governmental Lender's separate counsel.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Borrower Loan Agreement or the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 5.15 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Governmental Lender and the Funding Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

The rights of any persons to indemnity and the right to payment of fees and reimbursement of expenses hereunder shall survive the final payment or defeasance of the Borrower Loan and the Funding Loan and in the case of the Servicer, any resignation or removal. The provisions of this Section 5.15 shall survive the termination of this Borrower Loan Agreement.

Nothing in this Section 5.15 shall in any way limit the Borrower's indemnification and other payment obligations set forth in the Regulatory Agreement and the Construction Funding Agreement.

Section 5.16. No Warranty of Condition or Suitability by the Governmental Funding Lender. Neither the Governmental Lender nor the Funding Lender makes any warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Borrower's purposes or needs.

Section 5.17. Right of Access to the Project. The Borrower agrees that the Governmental Lender, the Funding Lender, the Servicer and the Construction Consultant, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right, but no obligation at all reasonable times during business hours and upon reasonable notice, to enter onto the Land (a) to examine, test and inspect the Project without material interference or prejudice to the Borrower's operations and (b) to perform such work in and about the Project made necessary by reason of the Borrower's default under any of the provisions of this Borrower Loan Agreement. The Governmental Lender, the Funding Lender, the Servicer, and their duly authorized agents, attorneys, accountants and representatives shall also be permitted, without any obligation to do so, at all reasonable times and upon reasonable notice during business hours, to examine the books and records of the Borrower with respect to the Project.

Section 5.18. Notice of Default. The Borrower will advise the Governmental Lender, the Funding Lender, and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.19. Covenant with Governmental Lender and Funding Lender. The Borrower agrees that this Borrower Loan Agreement is executed and delivered in part to induce the purchase by others of the Governmental Lender Note and, accordingly, all covenants and agreements of the Borrower contained in this Borrower Loan Agreement are hereby declared to be for the benefit of the Governmental Lender, the Funding Lender and any lawful owner, holder or pledgee of the Borrower Note or the Governmental Lender Note from time to time.

Section 5.20. Obligation of the Borrower to Construct or Rehabilitate the Project. The Borrower shall proceed with reasonable dispatch to construct or rehabilitate, as appropriate, and equip the Project. If the proceeds of the Borrower Loan, together with the Other Borrower Moneys, available to be disbursed to the Borrower are not sufficient to pay the costs of such construction or rehabilitation, as appropriate, and equipping, the Borrower shall pay such additional costs from its own funds. The Borrower

shall not be entitled to any reimbursement from the Governmental Lender, the Funding Lender or the Servicer in respect of any such costs or to any diminution or abatement in the repayment of the Borrower Loan. The Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed or if the proceeds of the Borrower Loan are insufficient to pay all costs of the Project. The Governmental Lender and the Funding Lender do not make any representation or warranty, either express or implied, that moneys, if any, which will be made available to the Borrower will be sufficient to complete the Project, and the Governmental Lender and the Funding Lender shall not be liable to the Borrower or any other person if for any reason the Project is not completed.

Section 5.21. Maintenance of Insurance. Borrower will maintain the insurance required by the Construction Funding Agreement.

Section 5.22. Information; Statements and Reports. Borrower shall furnish or cause to be furnished to Governmental Lender and Funding Lender:

(a) Notice of Default. As soon as possible, and in any event not later than five (5) Business Days after the occurrence of any Event of Default or Potential Default, a statement of an Authorized Representative of Borrower describing the details of such Event of Default or Potential Default and any curative action Borrower proposes to take;

(b) Financial Statements; Rent Rolls. In the manner and to the extent required under the Construction Funding Agreement, such financial statements, expenses statements, rent rolls, reports and other financial documents and information as required by the Security Instrument and the other Borrower Loan Documents and Funding Loan Documents, in the form and within the time periods required therein;

(c) Omitted;

(d) Leasing Reports On a monthly basis (and in any event within twenty (20) days after the end of each Calendar Month), a report of all efforts made by Borrower, if any, to lease all or any portion of the Project during such Calendar Month and on a cumulative basis since Project inception, which report shall be prepared and delivered by Borrower, shall be in form and substance satisfactory to Funding Lender, and shall, if requested by Funding Lender, be supported by copies of letters of intent, leases or occupancy agreements, as applicable;

(e) Audit Reports. Within thirty (30) days of the receipt thereof, copies of all reports, if any, submitted to Borrower by independent public accountants in connection with each annual, interim or special audit of the financial statements of Borrower made by such accountants, including the comment letter submitted by such accountants to management in connection with their annual audit;

(f) Notices; Certificates or Communications. Immediately upon giving or receipt thereof, copies of any notices, certificates or other communications delivered at the Project or to Borrower or General Partner naming Governmental Lender or Funding Lender as addressee or which could reasonably be deemed to affect the structural integrity of the Project or the ability of Borrower to perform its obligations under the Borrower Loan Documents and the Funding Loan Documents;

(g) Certification of Non-Foreign Status. Promptly upon request of Funding Lender from time to time, a Certification of Non-Foreign Status, executed on or after the date of such request by Funding Lender;

(h) Compliance Certificates. Together with each of the documents required pursuant to Section 5.22(b) hereof submitted by or on behalf of Borrower, a statement, in form and substance

satisfactory to Funding Lender and certified by an Authorized Borrower Representative, to the effect that Borrower is in compliance with all covenants, terms and conditions applicable to Borrower, under or pursuant to the Borrower Loan Documents and the Funding Loan Documents and under or pursuant to any other Debt owing by Borrower to any Person, and disclosing any noncompliance therewith, and any Event of Default or Potential Default, and describing the status of Borrower's actions to correct such noncompliance, Event of Default or Potential Default, as applicable; and

(i) Other Items and Information. Such other information concerning the assets, business, financial condition, operations, property, prospects and results of operations of Borrower, General Partner, Guarantor(s) or the Project, as Funding Lender or Governmental Lender reasonably requests in writing from time to time.

Section 5.23. Additional Notices. Borrower will, promptly after becoming aware thereof, give notice to Funding Lender and the Governmental Lender of:

(a) any Lien affecting the Project, or any part thereof, other than Liens expressly permitted under this Borrower Loan Agreement;

(b) any Legal Action which is instituted by or against Borrower, General Partner or any Guarantor, or any Legal Action which is threatened against Borrower, General Partner or any Guarantor, which, in any case, if adversely determined, could have a material adverse effect upon the business, operations, properties, prospects, assets, management, ownership or condition (financial or otherwise) of Borrower, General Partner, Guarantor or the Project;

(c) any Legal Action which constitutes an Event of Default or a Potential Default or a default under any other Contractual Obligation to which Borrower, General Partner or any Guarantor is a party or by or to which Borrower, General Partner or any Guarantor, or any of their respective properties or assets, may be bound or subject, which default would have a material adverse effect on the business, operations, assets (including the Project), condition (financial or otherwise) or prospects of Borrower, General Partner or such Guarantor, as applicable;

(d) any default, alleged default or potential default on the part of Borrower under any of the CC&R's (together with a copy of each notice of default, alleged default or potential default received from any other party thereto);

(e) any notice of default, alleged default or potential default on the part of Borrower received from any tenant or occupant of the Project under or relating to its lease or occupancy agreement (together with a copy of any such notice), if, in the aggregate, notices from at least fifteen percent (15%) of the tenants at the Project have been received by Borrower with respect to, or alleging, the same default, alleged default or potential default;

(f) any change or contemplated change in (i) the location of Borrower's or General Partner's executive headquarters or principal place of business; (ii) the legal, trade, or fictitious business names used by Borrower or General Partner; or (iii) the nature of the trade or business of Borrower; and

(g) any default, alleged default or potential default on the part of any general or limited partner (including, without limitation, General Partner and the Equity Investor) under the Partnership Agreement.

Section 5.24. Compliance with Other Agreements; Legal Requirements.

(a) Borrower shall timely perform and comply with and shall cause General Partner to timely perform and comply with the covenants, agreements, obligations and restrictions imposed on them under the Partnership Agreement, and Borrower shall not do or permit to be done anything to impair any such party's rights or interests under any of the foregoing.

(b) Borrower will comply and, to the extent it is able, will require others to comply with, all Legal Requirements of all Governmental Authorities having jurisdiction over the Project or construction and/or rehabilitation of the Improvements, and will furnish Funding Lender with reports of any official searches for or notices of violation of any requirements established by such Governmental Authorities. Borrower will comply and, to the extent it is able, will require others to comply, with applicable CC&R's and all restrictive covenants and all obligations created by private contracts and leases which affect ownership, construction, rehabilitation, equipping, fixturing, use or operation of the Project, and all other agreements requiring a certain percentage of the Units to be rented to persons of low or moderate income. The Improvements, when completed, shall comply with all applicable building, zoning and other Legal Requirements, and will not violate any restrictions of record against the Project or the terms of any other lease of all or any portion of the Project. Funding Lender shall at all times have the right to audit, at Borrower's expense, Borrower's compliance with any agreement requiring a certain percentage of the Units to be rented to persons of low or moderate income, and Borrower shall supply all such information with respect thereto as Funding Lender may request and otherwise cooperate with Funding Lender in any such audit. Without limiting the generality of the foregoing, Borrower shall properly obtain, comply with and keep in effect (and promptly deliver copies to Funding Lender of) all permits, licenses and approvals which are required to be obtained from Governmental Authorities in order to construct, occupy, operate, market and lease the Project.

Section 5.25. Completion and Maintenance of Project. Borrower shall cause the construction or rehabilitation, as the case may be, of the Improvements, to be prosecuted with diligence and continuity and completed substantially in accordance with the Plans and Specifications, and in accordance with the Construction Funding Agreement, including any change orders that may be approved by the Funding Lender, free and clear of any liens or claims for liens (but without prejudice to Borrower's rights of contest under Section 10.16 hereof) ("**Completion**") on or before the Completion Date. Borrower shall thereafter maintain the Project and the related and appurtenant uses as a multifamily residential apartment complex in good order and condition, ordinary wear and tear excepted. A maintenance program shall be in place at all times to assure the continuation of first-class maintenance, which shall mean and be no less than the highest quality of maintenance provided by the Manager for similarly situated properties managed by the Manager.

Section 5.26. Fixtures. Borrower shall deliver to Funding Lender, on written demand, any contracts, bills of sale, statements, receipted vouchers or agreements under which Borrower or any other Person claims title to any materials, fixtures or articles incorporated into the Improvements.

Section 5.27. Income from Project. Borrower shall first apply all Gross Income to Expenses of the Project, including all amounts then required to be paid under the Borrower Loan Documents and the Funding Loan Documents and the funding of all sums necessary to meet any required reserves, including any required reserves for Taxes and insurance before using or applying such Gross Income for any other purpose. With the exception of asset management fees, tax credit adjustment amounts and payments of deferred developer fees payable pursuant to the Partnership Agreement, Borrower shall not make or permit any distributions or other payments of Net Operating Income to its partners, shareholders or members, as applicable, in each case, without the prior Written Consent of Funding Lender.

Section 5.28. Leases and Occupancy Agreements.

(a) Lease Approval.

(i) Borrower has submitted to Funding Lender, and Funding Lender has approved, Borrower's standard form of tenant lease (the "**Tenant Lease Form**") for use in the Project. Borrower shall not materially modify the Tenant Lease Form without Funding Lender's prior Written Consent in each instance, which consent shall not be unreasonably withheld or delayed. Borrower may enter into leases of Units within the Improvements (and amendments to such leases) in the ordinary course of business with bona fide third-party tenants without Funding Lender's prior Written Consent if:

(A) Omitted;

(B) The lease is entered into on the Tenant Lease Form is otherwise a Permitted Lease, and is executed in the form approved by the Funding Lender without material modification;

(C) Borrower, acting in good faith following the exercise of due diligence, has determined that the tenant meets requirements imposed under any applicable CC&R and is financially capable of performing all of its obligations under the Tenant Lease Form; and

(D) The Tenant Lease Form conforms to the Rent Schedule approved by the Funding Lender and reflects an arm's-length transaction, subject to the requirement that the Borrower comply with any applicable CC&R's.

(ii) If any Event of Default has occurred and is continuing, Funding Lender may make written demand on Borrower to submit all future leases for Funding Lender's approval prior to execution. Borrower shall comply with any such demand by Funding Lender.

(iii) No approval of any lease by Funding Lender shall be for any purpose other than to protect Funding Lender's security for the Borrower Loan and to preserve Funding Lender's rights under the Borrower Loan Documents and the Funding Loan Documents. No approval by Funding Lender shall result in a waiver of any default of Borrower. In no event shall any approval by Funding Lender of a lease be a representation of any kind with regard to the lease or its enforceability, or the financial capacity of any tenant.

(b) Obligations. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project or any space within the Improvements.

(c) Leasing and Marketing Agreements. Except as may be contemplated in the Management Agreement with Borrower's Manager, Borrower shall not without the approval of Funding Lender enter into any leasing or marketing agreement and Funding Lender reserves the right to approve the qualifications of any marketing or leasing agent.

Section 5.29. Project Agreements and Licenses. To the extent not heretofore delivered to Funding Lender, Borrower will furnish to Funding Lender, as soon as available, true and correct copies of all Project Agreements and Licenses and the Plans and Specifications, together with assignments thereof to Funding Lender and consents to such assignments where required by Funding Lender, all in form and substance acceptable to Funding Lender. Neither Borrower nor General Partner has assigned or granted,

or will assign or grant, a security interest in any of the Project Agreements and Licenses, other than to Funding Lender and, on a subordinated basis, to Subordinate Lenders.

Section 5.30. Payment of Debt Payments. In addition to its obligations under the Borrower Note, Borrower will (i) duly and punctually pay or cause to be paid all principal of and interest on any Debt of Borrower as and when the same become due on or before the due date; (ii) comply with and perform all conditions, terms and obligations of other instruments or agreements evidencing or securing such Debt; (iii) promptly inform Funding Lender of any default, or anticipated default, under any such note, agreement, instrument; and (iv) forward to Funding Lender a copy of any notice of default or notice of any event that might result in default under any such note, agreement, instrument, including Liens encumbering the Project, or any portion thereof, which have been subordinated to the Security Instrument (regardless of whether or not permitted under this Borrower Loan Agreement).

Section 5.31. ERISA. Borrower will comply and will cause each of its ERISA Affiliates to comply, in all respects with the provisions of ERISA.

Section 5.32. Patriot Act Compliance. Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. Funding Lender shall have the right to audit Borrower's compliance with the Patriot Act and all applicable requirements of Governmental Authorities having jurisdiction over Borrower and/or the Project, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of Governmental Authorities, then Funding Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Funding Lender in connection therewith shall be secured by the Security Instrument and shall be immediately due and payable.

Borrower covenants that it shall comply with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect. Without limiting the foregoing, Borrower shall not take any action, or permit any action to be taken, that would cause Borrower's representations and warranties in Article IV become untrue or inaccurate at any time during the term of the Funding Loan. Upon any Beneficiary Party's request from time to time during the term of the Funding Loan, Borrower shall certify in writing to such Beneficiary Party that Borrower's representations, warranties and obligations under Article IV remain true and correct and have not been breached, and in addition, upon written request of any Beneficiary Party, Borrower covenants to provide all information required to satisfy obligations under all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect, during the term of the Funding Loan. Borrower shall immediately notify the Funding Lender in writing of (a) Borrower's actual knowledge that any of such representations, warranties or covenants are no longer true and have been breached, (b) Borrower has a reasonable basis to believe that they may no longer be true and have been breached or (c) Borrower becomes the subject of an investigation by Governmental Authorities related to money laundering, anti-terrorism, trade embargos and economic sanctions. Borrower shall also reimburse Funding Lender for any expense incurred by Funding Lender in evaluating the effect of an investigation by Governmental Authorities on the Funding Loan and Funding Lender's interest in the collateral for the Funding Loan, in obtaining necessary license from Governmental Authorities as may be necessary for Funding Lender to enforce its rights under the Funding Loan Documents, and in complying with all Legal Requirements and internal requirements of Funding Lender relating to money laundering, anti-terrorism, trade embargos and economic sanctions, now or hereafter in effect applicable to Funding Lender as a result of the existence of such an event and for any penalties or fines imposed upon Funding Lender as a result thereof.

Section 5.33. Funds from Equity Investor. Borrower shall cause the Equity Investor to fund all installments of the Equity Contributions in the amounts and at the times subject and according to the terms, conditions and adjustments of the Partnership Agreement and the Construction Funding Agreement.

Section 5.34. Tax Covenants.

(a) The Borrower further represents, warrants and covenants that the Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the excludability of interest on the Governmental Lender Note from gross income (as defined in Section 61 of the Code) for federal income tax purposes or results in a Determination of Taxability and, if it should take or permit any such action, the Borrower will take all lawful actions that it can take to rescind such action promptly upon having knowledge thereof and that the Borrower will take such action or actions, including amendment of this Borrower Loan Agreement, the Security Instrument and the Regulatory Agreement, as may be necessary, in the opinion of Tax Counsel, to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service applicable to the Governmental Lender Note, the Funding Loan or affecting the Project. Capitalized terms used in this Section 5.34 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not defined therein, in the Funding Loan Agreement. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that, prior to the final maturity of the Governmental Lender Note, unless it has received and filed with the Governmental Lender and the Funding Lender a Tax Counsel No Adverse Effect Opinion (other than with respect to interest on any portion of the Governmental Lender Note for a period during which such portion of the Governmental Lender Note is held by a "substantial user" of any facility financed with the proceeds of the Governmental Lender Note or a "related person," as such terms are used in Section 147(a) of the Code), the Borrower will comply with this Section 5.34.

(b) Use of Proceeds. The use of the net proceeds of the Funding Loan at all times will satisfy the following requirements:

(i) Limitation on Net Proceeds. At least 95% of the net proceeds of the Funding Loan (within the meaning of the Code) actually expended shall be used to pay Qualified Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is "functionally related and subordinate" thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) of the Regulations).

(ii) Limit on Costs of Funding. The proceeds of the Funding Loan will be expended for the purposes set forth in this Borrower Loan Agreement and in the Funding Loan Agreement and no portion thereof in excess of two percent of the proceeds of the Funding Loan, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Funding of the Funding Loan.

(iii) Prohibited Facilities. The Borrower shall not use or permit the use of any proceeds of the Funding Loan or any income from the investment thereof to provide any airplane, skybox, or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(iv) Limitation on Land. Less than 25 percent of the net proceeds of the Funding Loan actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein, nor will any portion of the net proceeds of the Funding Loan be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) Limitation on Existing Facilities. No portion of the net proceeds of the Funding Loan will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures with respect to any building and the equipment therefor equal or exceed 15 percent of the cost of acquiring such building financed with the proceeds of the Funding Loan (with respect to structures other than buildings, this clause shall be applied by substituting 100 percent for 15 percent). For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vi) Accuracy of Information. The information furnished by the Borrower and used by the Governmental Lender in preparing its certifications with respect to Section 148 of the Code and the Borrower's information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of origination of the Funding Loan.

(vii) Limitation of Project Expenditures. The acquisition, construction and equipping of the Project was not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding the adoption of the ordinance of the Governmental Lender with respect to the Project on _____ ____, 202__, and no obligation for which reimbursement will be sought from proceeds of the Funding Loan relating to the acquisition, construction or equipping of the Project was paid or incurred prior to 60 days prior to such date, except for permissible "preliminary expenditures", which include architectural, engineering surveying, soil testing, reimbursement bond issuance and similar costs incurred prior to the commencement of construction, rehabilitation or acquisition of the Project, and which do not exceed 20% of the aggregate issue price of the Governmental Lender Note.

(viii) Qualified Costs. The Borrower hereby represents, covenants and warrants that the proceeds of the Funding Loan shall be used or deemed used exclusively to pay costs which are (A) capital expenditures (as defined in Section 1.150-1(b) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code and that for the greatest number of buildings the proceeds of the Governmental Lender Note shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located, so that each building in the Project and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Governmental Lender Note for the purpose of complying with Section 42(h)(4)(B) of the Code; provided however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Funding Lender nor the Governmental Lender shall have any obligation to enforce this statement nor shall they incur any liability to any person, including without limitation, the Borrower, the partners of the Borrower, any other Affiliate of the Borrower or the holders or payees of the Governmental Lender Note and the Borrower Note for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or event of default under this Borrower Loan Agreement or the Funding Loan Agreement.

(c) Limitation on Maturity. The average maturity of the Governmental Lender Note does not exceed 120 percent of the average reasonably expected economic life of the Project to be financed by the Funding Loan, weighted in proportion to the respective cost of each item comprising the property the cost of which has been or will be financed, directly or indirectly, with the [Net Proceeds]Net of the Funding Loan. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Funding Loan or (B) the date on which such

property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.

(A) No Arbitrage. The Borrower shall not take any action or omit to take any action with respect to the Gross Proceeds of the Governmental Lender Note or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause the Governmental Lender Note to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Funding Loan Agreement and this Borrower Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Agreement or the Borrower Note relating to the Governmental Lender Note, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Governmental Lender Note, unless the Borrower has obtained in each case a Tax Counsel No Adverse Effect Opinion with respect to such action, a copy of which shall be provided to the Governmental Lender and the Funding Lender. The Borrower shall not, at any time prior to the final maturity of the Governmental Lender Note, invest or cause any Gross Proceeds to be invested in any investment (or to use Gross Proceeds to replace money so invested), if, as a result of such investment the Yield of all investments acquired with Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the Yield of the Governmental Lender Note to the Maturity Date, except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Governmental Lender Note and the interest thereon, including the employment of a Rebate Analyst acceptable to the Governmental Lender and Funding Lender at all times from and after the Closing Date for the calculation of rebatable amounts to the United States Treasury Department. The Borrower agrees that it will cause the Rebate Analyst to calculate the rebatable amounts prior to the Computation Date, annually not later than forty-five days after the anniversary of the Closing Date and subsequent to the Computation Date, not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter and agrees that the Borrower will pay all costs associated therewith. The Borrower agrees to provide evidence of the employment of the Rebate Analyst satisfactory to the Governmental Lender and Funding Lender.

(d) No Federal Guarantee. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Governmental Lender Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(e) Representations. The Borrower has supplied or caused to be supplied to Tax Counsel all documents, instruments and written information requested by Tax Counsel, and all such documents, instruments and written information supplied by or on behalf of the Borrower at the request of Tax Counsel, which have been reasonably relied upon by Tax Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the Governmental Lender Notes for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Tax Counsel has not requested.

(f) Qualified Residential Rental Project. The Borrower hereby covenants and agrees that the Project will be operated as a "qualified residential rental project" within the meaning of Section 142(d) of the Code, on a continuous basis during the longer of the Qualified Project Period (as defined in the Regulatory Agreement) or any period during which any portion of the Governmental Lender Note remains outstanding, to the end that the interest on the Governmental Lender Note shall be excluded from gross

income for federal income tax purposes. The Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(g) Information Reporting Requirements. The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Governmental Lender Note to be filed with the Internal Revenue Service within prescribed time limits.

(h) Governmental Lender Note Not Hedge Bonds. The Borrower covenants and agrees that not more than 50% of the proceeds of the Governmental Lender Note will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(f)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Governmental Lender Note will be used to carry out the governmental purposes of the Governmental Lender Note within the three-year period beginning on the Closing Date.

(i) Termination of Restrictions. Although the parties hereto recognize that, subject to the provisions of the Regulatory Agreement, the provisions of this Borrower Loan Agreement shall terminate in accordance with Section 10.14 hereof, the parties hereto recognize that pursuant to the Regulatory Agreement, certain requirements, including the requirements incorporated by reference in this Section, may continue in effect beyond the term hereof.

(j) Public Approval. The Borrower covenants and agrees that the proceeds of the Governmental Lender Note will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Governmental Lender Note.

(k) 40/60 Test Election. The Borrower and the Governmental Lender hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(l) Modification of Tax Covenants. Subsequent to the origination of the Funding Loan and prior to its payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Funding Loan Agreement), this Section 5.34 hereof may not be amended, changed, modified, altered or terminated except as permitted herein and by the Funding Loan Agreement and with the Written Consent of the Governmental Lender and the Funding Lender. Anything contained in this Agreement or the Funding Loan Agreement to the contrary notwithstanding, the Governmental Lender, the Funding Lender and the Borrower hereby agree to amend this Borrower Loan Agreement and, if appropriate, the Funding Loan Agreement and the Regulatory Agreement, to the extent required, in the opinion of Tax Counsel, in order for interest on the Governmental Lender Note to remain excludable from gross income for federal income tax purposes. The party requesting such amendment, which may include the Funding Lender, shall notify the other parties to this Borrower Loan Agreement of the proposed amendment and send a copy of such requested amendment to Tax Counsel. After review of such proposed amendment, Tax Counsel shall render to the Funding Lender and the Governmental Lender an opinion as to the effect of such proposed amendment upon the includability of interest on the Governmental Lender Note in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Governmental Lender and, where applicable, the Funding Lender per written instructions from the Governmental Lender shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation, an amendment to the Regulatory Agreement, with a file-stamped copy to the Funding Lender, necessary to effectuate the intent of this Section 5.34, and the Borrower and the Governmental Lender hereby appoint the Funding Lender as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as

is applicable, any such document or instrument (in such form as may be approved by and upon instruction of Tax Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligation under this Section 5.34; provided, however, that the Funding Lender shall take no action under this Section 5.34 without first notifying the Borrower or the Governmental Lender, as is applicable, of its intention to take such action and providing the Borrower or the Governmental Lender, as is applicable, a reasonable opportunity to comply with the requirements of this Section 5.34.

(m) The Borrower irrevocably authorizes and directs the Funding Lender and any other agent designated by the Governmental Lender to make payment of such amounts from funds of the Borrower for the purposes set forth in [Section 5.34(m)], if any, held by the Funding Lender, or any agent of the Governmental Lender or the Funding Lender. The Borrower further covenants and agrees that, pursuant to the requirements of Treasury Regulation Section 1.148-1(b), it (or any related person contemplated by such regulations) will not purchase interests in the Governmental Lender Note in an amount related to the amount of the Borrower Loan.

Section 5.35. Payment of Rebate.

(a) Arbitrage Rebate. The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage relating to the Funding Loan or the Governmental Lender Note in accordance with Section 148(f) of the Code including:

(i) Delivery of Documents and Money on Computation Dates. The Borrower will deliver to the Servicer, within 55 days after each Computation Date:

(A) a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date;

(B) if such Computation Date is an Installment Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Installment Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the final Computation Date, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such final Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(ii) Correction of Underpayments. If the Borrower shall discover or be notified as of any date that any payment paid to the United States Treasury pursuant to this Section 5.35 of an amount described in Section 5.35(a)(i)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Governmental Lender or the Funding Lender), the Borrower shall (1) pay to the Servicer (for deposit to the Rebate Fund) and cause the Servicer to pay to the United States Treasury from the Rebate Fund the underpayment of the Rebate Amount, together with any penalty and/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Servicer an Internal Revenue Service Form 8038-T completed as of such date. If such underpayment of the Rebate Amount, together with any penalty and/or interest due, is not paid to the United States Treasury in the amount and manner and by the

time specified in the Regulations, the Borrower shall take such steps as are necessary to prevent the Governmental Lender Note from becoming an arbitrage bond within the meaning of Section 148 of the Code.

(iii) Records. The Borrower shall retain all of its accounting records relating to the funds established under this Borrower Loan Agreement and all calculations made in preparing the statements described in this Section 5.35 for at least six years after the later of the final maturity of the Governmental Lender Note or the date the Funding Loan is retired in full.

(iv) Costs. The Borrower agrees to pay all of the fees and expenses of a nationally recognized Tax Counsel, the Rebate Analyst, a certified public accountant and any other necessary consultant employed by the Borrower or the Funding Lender in connection with computing the Rebate Amount.

(v) No Diversion of Rebatable Arbitrage. The Borrower will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the Gross Proceeds of the Funding Loan which is not purchased at Fair Market Value or includes terms that the Borrower would not have included if the Funding Loan were not subject to Section 148(f) of the Code.

(vi) Modification of Requirements. If at any time during the term of this Agreement, the Governmental Lender, the Funding Lender or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.35, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein a Tax Counsel No Adverse Effect Opinion with respect to such action.

(b) Rebate Fund. The Servicer shall establish and hold a separate fund designated as the "Rebate Fund." The Servicer shall deposit or transfer to the credit of the Rebate Fund each amount delivered to the Servicer by the Borrower for deposit thereto and each amount directed by the Borrower to be transferred thereto.

(c) Within 15 days after each receipt or transfer of funds to the Rebate Fund, the Servicer shall withdraw from the Rebate Fund and pay to the United States of America the entire balance of the Rebate Fund.

(d) All payments to the United States of America pursuant to this Section 5.35 shall be made by the Servicer for the account and in the name of the Governmental Lender and shall be paid through the United States Mail (return receipt requested or overnight delivery), addressed to the appropriate Internal Revenue Service Center and accompanied by the appropriate Internal Revenue Service forms (such forms to be provided to the Servicer by the Borrower or the Rebate Analyst as set forth in this Section 5.35).

(e) The Borrower shall preserve all statements, forms and explanations received delivered pursuant this Section 5.35 and all records of transactions in the Rebate Fund until six years after the retirement of the Funding Loan.

(f) Moneys and securities held in the Rebate Fund shall not be deemed funds of the Funding Lender or of the Governmental Lender and are not pledged or otherwise subject to any security interest in favor of the Funding Lender to secure the Funding Loan or any other obligations.

(g) Notwithstanding anything to the contrary in this Borrower Loan Agreement, no payment shall be made to the United States if the Borrower shall furnish to the Governmental Lender and the Funding Lender an opinion of Tax Counsel to the effect that such payment is not required under Section 148(d) and

(f) of the Code in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Note. In such event, the Borrower shall be entitled to withdraw funds from the Rebate Fund to the extent the Borrower shall provide a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender with respect to such withdrawal.

(h) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.35 need not be made to the extent that neither the Governmental Lender nor the Borrower will thereby fail to comply with any requirements of Section 148(f) of the Code based on a Tax Counsel No Adverse Effect Opinion, a copy of which shall be provided to the Funding Lender.

Section 5.36. Covenants under Funding Loan Agreement. The Borrower will fully and faithfully perform all the duties and obligations which the Governmental Lender has covenanted and agreed in the Funding Loan Agreement to cause the Borrower to perform and any duties and obligations which the Borrower is required in the Funding Loan Agreement to perform. The foregoing will not apply to any duty or undertaking of the Governmental Lender which by its nature cannot be delegated or assigned.

Section 5.37. Notice of Default. The Borrower will advise the Governmental Lender, the Funding Lender, and the Servicer promptly in writing of the occurrence of any Potential Default or Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto.

Section 5.38. Continuing Disclosure Agreement. The Borrower and the Funding Lender shall enter into the Continuing Disclosure Agreement to provide for the continuing disclosure of information about the Governmental Lender Note, the Borrower and other matters as specifically provided for in such agreement.

Section 5.39. Compliance with the CC&Rs. Borrower will do, or cause to be done, all things necessary to preserve and keep unimpaired the rights of Borrower under the CC&Rs, and to prevent any default or failure of condition under the CC&Rs or any termination or cancellation thereof. Borrower will keep, observe and perform, or cause to be kept, observed and performed, all of the terms, covenants, provisions and agreements contained in the CC&Rs on the part of the Borrower to be kept, observed and performed. Without the prior Written Consent of the Servicer, or if there is no Servicer, the Funding Lender, the Borrower will not terminate, cancel (or permit any cancellation or termination), modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecated any of its rights or remedies under CC&Rs and any attempt on the Borrower to do so without such prior written consent of Funding Lender shall be null and void and of no effect.

Section 5.40. Omitted.

ARTICLE VI
NEGATIVE COVENANTS

Borrower hereby covenants and agrees as follows, which covenants shall remain in effect so long as any Payment Obligation or other obligation of Borrower under any of the other Borrower Loan Documents or the Funding Loan Documents remains outstanding or unperformed. Borrower covenants and agrees that it will not, directly or indirectly:

Section 6.1. Management Agreement. Without first obtaining the Funding Lender's prior Written Consent, enter into the Management Agreement, and thereafter the Borrower shall not, without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld) and subject to the Regulatory Agreement and other CC&Rs: (i) surrender, terminate or cancel the Management

Agreement or otherwise replace the Manager or enter into any other management agreement; (ii) reduce or consent to the reduction of the term of the Management Agreement; (iii) increase or consent to the increase of the amount of any charges under the Management Agreement; (iv) otherwise modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect any of its rights and remedies under, the Management Agreement; or (v) suffer or permit the occurrence and continuance of a default beyond any applicable cure period under the Management Agreement (or any successor management agreement) if such default permits the Manager to terminate the Management Agreement (or such successor management agreement).

Section 6.2. Dissolution. Dissolve or liquidate, in whole or in part, merge with or consolidate into another Person.

Section 6.3. Change in Business or Operation of Property. Enter into any line of business other than the ownership and operation of the Project, or make any material change in the scope or nature of its business objectives, purposes or operations, or undertake or participate in activities other than the continuance of its present business and activities incidental or related thereto or otherwise cease to operate the Project as a multifamily residential rental property or terminate such business for any reason whatsoever (other than temporary cessation in connection with construction or rehabilitation, as appropriate, of the Project).

Section 6.4. Debt Cancellation. Cancel or otherwise forgive or release any claim or debt owed to the Borrower by a Person, except for adequate consideration or in the ordinary course of the Borrower's business in its reasonable judgment.

Section 6.5. Assets. Purchase or own any real property or personal property incidental thereto other than the Project.

Section 6.6. Transfers. Make, suffer or permit the occurrence of any Transfer other than a transfer permitted under the Construction Funding Agreement, nor transfer any material License required for the operation of the Project.

Section 6.7. Debt. Other than as expressly approved in writing by the Funding Lender, create, incur or assume any indebtedness for borrowed money (including subordinate debt) whether unsecured or secured by all or any portion of the Project or interest therein or in the Borrower or any partner thereof (including subordinate debt) other than (i) the Borrower Payment Obligations, (ii) the Subordinate Debt, (iii) unsecured indebtedness incurred pursuant to or permitted by the Borrower Loan Documents and the Funding Loan Documents and payable from Net Operating Income, (iv) unsecured deferred developer fees as permitted pursuant to the terms of the Development Services Agreement (as defined in the Partnership Agreement), and (v) trade payables incurred in the ordinary course of business.

Section 6.8. Assignment of Rights. Without the Funding Lender's prior Written Consent, attempt to assign the Borrower's rights or interest under any Borrower Loan Document or Funding Loan Document in contravention of any Borrower Loan Document or Funding Loan Document.

Section 6.9. Principal Place of Business. Change its principal place of business without providing 30 days' prior Written Notice of the change to the Funding Lender and the Servicer.

Section 6.10. Partnership Agreement. Without the Funding Lender's prior Written Consent (which consent shall not be unreasonably withheld, or delayed) surrender, terminate, cancel, modify, change, supplement, alter or amend in any material respect, or waive or release in any material respect, any of its rights or remedies under the Partnership Agreement, except as permitted by and in accordance with

the Security Instrument or Construction Funding Agreement; provided, however, the consent of Funding Lender is not required for an amendment of the Partnership Agreement (i) permitted by Section 6.6 of the Construction Funding Agreement, (ii) resulting solely from the "Permitted Transfer" of partnership interests of Borrower as defined in and permitted by the Construction Funding Agreement, or (iii) correcting scrivener's errors.

Section 6.11. ERISA. Maintain, sponsor, contribute to or become obligated to contribute to, or suffer or permit any ERISA Affiliate of the Borrower to, maintain, sponsor, contribute to or become obligated to contribute to, any Plan, or permit the assets of the Borrower to become "plan assets," whether by operation of law or under regulations promulgated under ERISA.

Section 6.12. No Hedging Arrangements. Without the prior Written Consent of the Funding Lender or unless otherwise required by this Borrower Loan Agreement, the Borrower will not enter into or guarantee, provide security for or otherwise undertake any form of contractual obligation with respect to any interest rate swap, interest rate cap or other arrangement that has the effect of an interest rate swap or interest rate cap or that otherwise (directly or indirectly, derivatively or synthetically) hedges interest rate risk associated with being a debtor of variable rate debt or any agreement or other arrangement to enter into any of the above on a future date or after the occurrence of one or more events in the future.

Section 6.13. Loans and Investments; Distributions; Related Party Payments.

(a) Without the prior Written Consent of Funding Lender in each instance, Borrower shall not (i) lend money, make investments, or extend credit, other than in the ordinary course of its business as presently conducted; or (ii) repurchase, redeem or otherwise acquire any interest in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower, or make any distribution, in cash or in kind, in respect of interests in Borrower, any Affiliate or any other Person owning an interest, directly or indirectly, in Borrower (except to the extent permitted by the Security Instrument and subject to the limitations set forth in Section 5.27 hereof).

(b) Disbursements for fees and expenses of any Affiliate of Borrower and developer fees (however characterized) will only be paid to the extent that such fee or expense bears a proportionate relationship to the percentage of completion of the construction or rehabilitation, as the case may be, of the Improvements, as determined by the Construction Consultant, and only after deducting the applicable Retainage. Except as otherwise permitted hereunder or by the Funding Lender, no Disbursements for the Developer Fee or any "deferred developer fees" shall be made prior to the payment in full of the Borrower Payment Obligations other than in accordance with the Approved Developer Fee Schedule.

Section 6.14. Amendment of Related Documents or CC&R's. Without the prior Written Consent of Funding Lender in each instance, except as provided herein, Borrower shall not enter into or consent to any amendment, termination, modification, or other alteration of any of the Related Documents or any of the CC&R's (including, without limitation, those contained in the Borrower Loan Agreement, any Architect's Agreement or Engineer's Contract, any Construction Contract, and any Management Agreement, but excluding the Partnership Agreement, which is covered by Section 6.10), or any assignment, transfer, pledge or hypothecation of any of its rights thereunder, if any.

Section 6.15. Personal Property. Borrower shall not install materials, personal property, equipment or fixtures subject to any security agreement or other agreement or contract wherein the right is reserved to any Person other than Borrower to remove or repossess any such materials, equipment or fixtures, or whereby title to any of the same is not completely vested in Borrower at the time of installation, without Funding Lender's prior Written Consent; provided, however, that this Section 6.15 shall not apply to laundry equipment or other equipment that is owned by a third-party vendor and commercial tenants.

Section 6.16. Fiscal Year. Without Funding Lender's Written Consent, which shall not be unreasonably withheld, neither Borrower nor General Partner shall change the times of commencement or termination of its fiscal year or other accounting periods, or change its methods of accounting, other than to conform to GAAP.

Section 6.17. Publicity. Neither Borrower nor General Partner shall issue any publicity release or other communication to any print, broadcast or on-line media, post any sign or in any other way identify Funding Lender or any of its affiliates as the source of the financing provided for herein, without the prior written approval of Funding Lender in each instance (provided that nothing herein shall prevent Borrower or General Partner from identifying Funding Lender or its affiliates as the source of such financing to the extent that Borrower or General Partner are required to do so by disclosure requirements applicable to publicly held companies). Borrower and General Partner agree that no sign shall be posted on the Project in connection with the construction or rehabilitation of the Improvements unless such sign identifies the Funding Lender and its affiliates as the source of the financing provided for herein or Funding Lender consents to not being identified on any such sign.

Section 6.18. Subordinate Loan Documents. Without Funding Lender's prior written consent, Borrower will not surrender, terminate, cancel, modify, change, supplement, alter, amend, waive, release, assign, transfer, pledge or hypothecate any of its rights or remedies under the Subordinate Loan Documents.

Section 6.19. Omitted.

ARTICLE VII

RESERVED

ARTICLE VIII
DEFAULTS

Section 8.1. Events of Default. Each of the following events shall constitute an "**Event of Default**" under the Borrower Loan Agreement:

(a) failure by the Borrower to pay any Borrower Loan Payment in the manner and on the date such payment is due in accordance with the terms and provisions of the Borrower Note, or the failure by the Borrower to pay any Additional Borrower Payment on the date such payment is due in accordance with the terms and provisions of the Borrower Note, the Security Instrument, this Borrower Loan Agreement or any other Borrower Loan Document;

(b) failure by or on behalf of the Borrower to pay when due any amount (other than as provided in subsection (a) above or elsewhere in this Section 8.1) required to be paid by the Borrower under this Borrower Loan Agreement, the Borrower Note, the Security Instrument or any of the other Borrower Loan Documents or Funding Loan Documents, including a failure to repay any amounts that have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings, which default remains uncured for a period of five (5) days after Written Notice thereof shall have been given to the Borrower;

(c) an Event of Default, as defined by a Borrower Note, the Security Instrument, the Construction Funding Agreement or any other Borrower Loan Document, occurs (or to the extent an "Event of Default" is not defined in any other Borrower Loan Document, any default or breach by the Borrower, General Partner or any Guarantor of any of its obligations, covenants, representations or warranties under such Borrower Loan Document occurs and any applicable notice and/or cure period has expired);

(d) any representation or warranty made by any of the Borrower, the General Partner or any Guarantor in any Borrower Loan Document or Funding Loan Document to which it is a party, or in any report, certificate, financial statement or other instrument, agreement or document furnished by the Borrower, the General Partner or any Guarantor in connection with any Borrower Loan Document or Funding Loan Document, shall be false or misleading in any material respect as of the Closing Date;

(e) the Borrower shall make a general assignment for the benefit of creditors, or shall generally not be paying its debts as they become due;

(f) the Borrower Controlling Entity shall make a general assignment for the benefit of creditors, shall generally not be paying its debts as they become due, or a Bankruptcy Event with respect to the Borrower Controlling Entity shall occur, unless, if permitted by the Borrower Loan Documents or otherwise agreed to by the Funding Lender, the Borrower Controlling Entity is replaced with a substitute Borrower Controlling Entity that satisfies any requirements of the Construction Funding Agreement; which, in the case of a non-profit Borrower Controlling Entity, may be replaced within sixty (60) days of such event with another non-profit Borrower Controlling Entity acceptable to the Funding Lender, in which case no Event of Default shall be deemed to have occurred;

(g) any portion of Borrower Deferred Equity to be made by the Equity Investor and required for (i) completion of the construction or rehabilitation, as the case may be, of the Improvements, or (ii) the operation of the Improvements, is not received in accordance with the terms of the Partnership Agreement after the expiration of all applicable notice and cure periods;

(h) the failure by Borrower or any ERISA Affiliate of Borrower to comply in all respects with ERISA, or the occurrence of any other event (with respect to the failure of Borrower or any ERISA Affiliate to pay any amount required to be paid under ERISA or with respect to the termination of, or withdrawal of Borrower or any ERISA Affiliate from, any employee benefit or welfare plan subject to ERISA) the effect of which is to impose upon Borrower (after giving effect to the tax consequences thereof) for the payment of any amount in excess of Fifty Thousand Dollars ($50,000);

(i) a Bankruptcy Event shall occur with respect to Borrower, General Partner or any Guarantor, or there shall be a change in the assets, liabilities or financial position of any such Person which has a material adverse effect upon the ability of such Person to perform such Person's obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document; provided that any such Bankruptcy Event with respect to a Guarantor shall not constitute an Event of Default if, under the Borrower Loan Documents, the Borrower is permitted to replace such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender and such replacement guarantor executes and delivers to Funding Lender a guaranty in the form of the Guaranty or in such other form as is acceptable to Funding Lender;

(j) all or any part of the property of Borrower is attached, levied upon or otherwise seized by legal process, and such attachment, levy or seizure is not quashed, stayed or released: (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within fifteen (15) Business Days of the date thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days of the date thereof;

(k) subject to Section 10.16 hereof, Borrower fails to pay when due any monetary obligation (other than pursuant to this Borrower Loan Agreement) to any Person in excess of $100,000, and such failure continues beyond the expiration of any applicable cure or grace periods;

(l) any material litigation or proceeding is commenced before any Governmental Authority against or affecting Borrower, General Partner, any Guarantor or property of Borrower, General Partner or Guarantor, or any part thereof, and such litigation or proceeding is not defended diligently and in good faith by Borrower, General Partner or such Guarantor, as applicable;

(m) a final judgment or decree for monetary damages in excess of $50,000 or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Borrower, General Partner or any Guarantor by any Governmental Authority, and such judgment, decree, fine or penalty is not covered by insurance, paid and discharged or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within fifteen (15) Business Days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment, fine or penalty);

(n) a final, un-appealable and uninsured money judgment or judgments, in favor of any Person other than a Governmental Authority, in the aggregate sum of $50,000 or more shall be rendered against Borrower, General Partner or any Guarantor, or against any of their respective assets, that is not paid, superseded or stayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, within ten (10) days after entry thereof or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, within thirty (30) days after entry thereof (or such longer period as may be permitted for payment by the terms of such judgment); or any levy of execution, writ or warrant of attachment, or similar process, is entered or filed against Borrower, General Partner or any Guarantor, or against any of their respective assets (that is likely to have a material adverse effect upon the ability of Borrower, General Partner or such Guarantor to perform their respective obligations under this Borrower Loan Agreement, any other Borrower Loan Document or any Related Document), and such judgment, writ, warrant or process shall remain unsatisfied, unsettled, unvacated, unhanded and unstayed (i) prior to completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of ten (10) days or (ii) after completion of the construction or rehabilitation, as the case may be, of the Improvements, for a period of thirty (30) days, or in any event later than five (5) Business Days prior to the date of any proposed sale thereunder; provided that any such judgment, decree, fine or penalty against a Guarantor shall not constitute an Event of Default if the Borrower replaces such Guarantor with a person or entity satisfying the Funding Lender's mortgage credit standards for principals and acceptable to the Funding Lender in its sole and absolute discretion within thirty (30) days after notice thereof from the Funding Lender and such replacement guarantor executes and delivers to Funding Lender a guaranty in the form of the Guaranty or in such other form as is acceptable to Funding Lender;

(o) the inability of Borrower to satisfy any condition for the receipt of a Disbursement hereunder (other than an Event of Default specifically addressed in this Section 8.1) and failure to resolve the situation to the satisfaction of Funding Lender for a period in excess of thirty (30) days after Written Notice from Funding Lender, unless (i) such inability shall have been caused by conditions beyond the control of Borrower, including, without limitation, acts of God or the elements, fire, strikes and disruption of shipping; (ii) Borrower shall have made adequate provision, acceptable to Funding Lender, for the protection of materials stored on-site or off-site and for the protection of the Improvements to the extent then constructed against deterioration and against other loss or damage or theft; (iii) Borrower shall furnish to Funding Lender satisfactory evidence that such cessation of construction or rehabilitation will not adversely affect or interfere with the rights of Borrower under labor and materials contracts or subcontracts relating to the construction or operation of the Improvements; and (iv) Borrower shall furnish to Funding Lender satisfactory evidence that the completion of the construction or rehabilitation of the Improvements can be accomplished by the Completion Date and that there will be no material adverse effect on the value of the low income housing tax credits or the amount or timing for the payment of the Equity Investor's capital contributions to the Borrower;

(p) the construction or rehabilitation of the Improvements is abandoned or halted prior to completion for any period of thirty (30) consecutive days;

(q) Borrower shall fail to keep in force and effect any material permit, license, consent or approval required under this Borrower Loan Agreement, or any Governmental Authority with jurisdiction over the Mortgaged Property or the Project orders or requires that construction or rehabilitation of the Improvements be stopped, in whole or in part, or that any required approval, license or permit be withdrawn or suspended, and the order, requirement, withdrawal or suspension remains in effect for a period of thirty (30) days;

(r) failure by Borrower to complete the construction or rehabilitation, as the case may be, of the Improvements in accordance with this Borrower Loan Agreement on or prior to the Completion Date;

(s) failure by any Subordinate Lender to disburse the proceeds of its Subordinate Loan in approximately such amounts and at approximately such times as set forth in the Cost Breakdown and in the Subordinate Loan Documents;

(t) an "Event of Default" or "Default" (as defined in the applicable agreement) shall occur under any of the Subordinate Loan Documents, or CC&Rs, after the expiration of all applicable notice and cure periods; or

(u) any failure by the Borrower to perform or comply with any of its obligations under this Borrower Loan Agreement (other than those specified in this Section 8.1), as and when required, which continues for a period of thirty (30) days after written notice of such failure by Funding Lender or the Servicer on its behalf to the Borrower; provided, however, if such failure is susceptible of cure but cannot reasonably be cured within such thirty (30) day period, and the Borrower shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for an additional period of time as is reasonably necessary for the Borrower in the exercise of due diligence to cure such failure, such additional period not to exceed sixty (60) days. However, no such notice or grace period shall apply to the extent such failure could, in the Funding Lender's judgment, absent immediate exercise by the Funding Lender of a right or remedy under this Borrower Loan Agreement, result in harm to the Funding Lender, impairment of the Borrower Note or this Borrower Loan Agreement or any security given under any other Borrower Loan Document.

In the event that any cure period provided herein with respect to a particular default is inconsistent with the cure period (if any) relating to a similar default set forth in the Construction Funding Agreement, the terms of the Construction Funding Agreement shall control.

Section 8.2. Remedies.

Section 8.2.1 Acceleration. Upon the occurrence of an Event of Default (other than an Event of Default described in paragraph (e), (f) or (i) of Section 8.1) and at any time and from time to time thereafter, as long as such Event of Default continues to exist, in addition to any other rights or remedies available to the Governmental Lender pursuant to the Borrower Loan Documents or at law or in equity, the Funding Lender may, take such action, without notice or demand, as the Funding Lender deems advisable to protect and enforce its rights against the Borrower and in and to the Project, including declaring the Borrower Payment Obligations to be immediately due and payable (including, without limitation, the principal of, Prepayment Premium, if any, and interest on and all other amounts due on the Borrower Note to be immediately due and payable), without notice or demand, and apply such payment of the Borrower Payment Obligations in any manner and in any order determined by Funding Lender, in Funding Lender's

sole and absolute discretion; and upon any Event of Default described in paragraph (e), (f) or (i) of Section 8.1, the Borrower Payment Obligations shall become immediately due and payable, without notice or demand, and the Borrower hereby expressly waives any such notice or demand, anything contained in any Borrower Loan Document to the contrary notwithstanding. Notwithstanding anything herein to the contrary, enforcement of remedies hereunder and under the Funding Loan Agreement shall be controlled by the Funding Lender.

Section 8.2.2 Remedies Cumulative. Upon the occurrence of an Event of Default, all or any one or more of the rights, powers, privileges and other remedies available to the Funding Lender against the Borrower under the Borrower Loan Documents or at law or in equity may be exercised by the Funding Lender, at any time and from time to time, whether or not all or any of the Borrower Payment Obligations shall be declared due and payable, and whether or not the Funding Lender shall have commenced any foreclosure proceeding or other action for the enforcement of its rights and remedies under any of the Borrower Loan Documents. Any such actions taken by the Funding Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as the Funding Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of the Funding Lender permitted by law, equity or contract or as set forth in the Borrower Loan Documents. Without limiting the generality of the foregoing, the Borrower agrees that if an Event of Default is continuing, all Liens and other rights, remedies or privileges provided to the Funding Lender shall remain in full force and effect until they have exhausted all of its remedies, the Security Instrument has been foreclosed, the Project has been sold and/or otherwise realized upon satisfaction of the Borrower Payment Obligations or the Borrower Payment Obligations has been paid in full. To the extent permitted by applicable law, nothing contained in any Borrower Loan Document shall be construed as requiring the Funding Lender to resort to any portion of the Project for the satisfaction of any of the Borrower Payment Obligations in preference or priority to any other portion, and the Funding Lender may seek satisfaction out of the Project or any part thereof, in its absolute discretion.

Notwithstanding any provision herein to the contrary, the Governmental Lender and the Funding Lender agree that any cure of any default made or tendered by the Equity Investor shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 8.2.3 Delay. No delay or omission to exercise any remedy, right, power accruing upon an Event of Default, or the granting of any indulgence or compromise by the Funding Lender shall impair any such remedy, right or power hereunder or be construed as a waiver thereof, but any such remedy, right or power may be exercised from time to time and as often as may be deemed expedient. A waiver of one Potential Default or Event of Default shall not be construed to be a waiver of any subsequent Potential Default or Event of Default or to impair any remedy, right or power consequent thereon. Notwithstanding any other provision of this Borrower Loan Agreement, the Funding Lender reserves the right to seek a deficiency judgment or preserve a deficiency claim, in connection with the foreclosure of the Security Instrument to the extent necessary to foreclose on the Project, the Rents, the funds or any other collateral.

Section 8.2.4 Set Off; Waiver of Set Off. Upon the occurrence of an Event of Default, Funding Lender may, at any time and from time to time, without notice to Borrower or any other Person (any such notice being expressly waived), set off and appropriate and apply (against and on account of any obligations and liabilities of Borrower to Funding Lender arising under or connected with this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents, irrespective of whether or not Funding Lender shall have made any demand therefor, and although such obligations and liabilities may be contingent or unmatured), and Borrower hereby grants to Funding Lender, as security for the Borrower Payment Obligations, a security interest in, any and all deposits (general or special, including but not limited to Debt evidenced by certificates of deposit, whether matured or unmatured, but not

including trust accounts) and any other Debt at any time held or owing by Funding Lender to or for the credit or the account of Borrower.

Section 8.2.5 Assumption of Obligations. In the event that the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under this Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement, and any other Borrower Loan Documents and Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts (or inaction) of the Borrower.

Section 8.2.6 Accounts Receivable. Upon the occurrence of an Event of Default, Funding Lender shall have the right, to the extent permitted by law, to impound and take possession of books, records, notes and other documents evidencing Borrower's accounts, accounts receivable and other claims for payment of money, arising in connection with the Project, and to make direct collections on such accounts, accounts receivable and claims for the benefit of Funding Lender.

Section 8.2.7 Defaults under Other Documents. Funding Lender shall have the right to cure any default under any of the Related Documents and the Subordinate Loan Documents, but shall have no obligation to do so.

Section 8.2.8 Abatement of Disbursements. Notwithstanding any provision to the contrary herein or any of the other Borrower Loan Documents or the Funding Loan Documents, Funding Lender's obligation to make further Disbursements shall abate (i) during the continuance of any Potential Default, (ii) after any disclosure to Funding Lender of any fact or circumstance that, absent such disclosure, would cause any representation or warranty of Borrower to fail to be true and correct in all material respects, unless and until Funding Lender elects to permit further Disbursements notwithstanding such event or circumstance; and (iii) upon the occurrence of any Event of Default.

Section 8.2.9 Completion of Improvements. Upon the occurrence of any Event of Default, and continuing until and unless such Event of Default is cured or waived in writing, Funding Lender shall have the right to cause an independent contractor selected by Funding Lender to enter into possession of the Project and to perform any and all work and labor necessary for the completion of the Project substantially in accordance with the Plans and Specifications, if any, and to perform Borrower's obligations under this Borrower Loan Agreement. All sums expended by Funding Lender for such purposes shall be deemed to have been disbursed to and borrowed by Borrower and shall be secured by the Security Documents.

Section 8.2.10 Right to Directly Enforce. Notwithstanding any other provision hereof to the contrary, the Funding Lender shall have the right to directly enforce all rights and remedies hereunder with or without involvement of the Governmental Lender, provided that only the Governmental Lender may enforce the Unassigned Rights that exclusively benefit Governmental Lender and Funding Lender shall not impair Governmental Lender's enforcement of such Unassigned Rights. Notwithstanding the foregoing, the Governmental Lender and the Funding Lender shall have the right to enforce all rights and remedies under Sections 5.14, 5.15 and 5.17, with or without involvement of the other party. In the event that any of the provisions set forth in this Section 8.2.10 are inconsistent with the covenants, terms and conditions of the Security Instrument or the Construction Funding Agreement, the covenants, terms and conditions of the Security Instrument or the Construction Funding Agreement shall prevail.

Section 8.2.11 Power of Attorney. Effective upon the occurrence of an Event of Default, and continuing until and unless such Event of Default is cured or waived, Borrower hereby constitutes and appoints Funding Lender, or an independent contractor selected by Funding Lender, as its true and lawful attorney-in-fact with full power of substitution, for the purposes of completion of the Project and

performance of Borrower's obligations under this Borrower Loan Agreement in the name of Borrower, and hereby empowers said attorney-in-fact to do any or all of the following upon the occurrence and continuation of an Event of Default (it being understood and agreed that said power of attorney shall be deemed to be a power coupled with an interest which cannot be revoked until full payment and performance of all obligations under this Borrower Loan Agreement and the other Borrower Loan Documents and the Funding Loan Documents):

(a) to use any of the funds of Borrower or General Partner, including any balance of the Borrower Loan, as applicable, and any funds which may be held by Funding Lender for Borrower (including all funds in all deposit accounts in which Borrower has granted to Funding Lender a security interest), for the purpose of effecting completion of the construction or rehabilitation, as the case may be, of the Improvements, in the manner called for by the Plans and Specifications;

(b) to make such additions, changes and corrections in the Plans and Specifications as shall be necessary or desirable to complete the Project in substantially the manner contemplated by the Plans and Specifications;

(c) to employ any contractors, subcontractors, agents, architects and inspectors required for said purposes;

(d) to employ attorneys to defend against attempts to interfere with the exercise of power granted hereby;

(e) to pay, settle or compromise all existing bills and claims which are or may be liens against the Project, the Improvements or the Project, or may be necessary or desirable for the completion of the construction or rehabilitation, as the case may be, of the Improvements, or clearance of objections to or encumbrances on title;

(f) to execute all applications and certificates in the name of Borrower, which may be required by any other construction contract;

(g) to prosecute and defend all actions or proceedings in connection with the Project and to take such action, require such performance and do any and every other act as is deemed necessary with respect to the completion of the construction or rehabilitation, as the case may be, of the Improvements, which Borrower might do on its own behalf;

(h) to let new or additional contracts to the extent not prohibited by their existing contracts;

(i) to employ watchmen and erect security fences to protect the Project from injury; and

(j) to take such action and require such performance as it deems necessary under any of the bonds or insurance policies to be furnished hereunder, to make settlements and compromises with the sureties or insurers thereunder, and in connection therewith to execute instruments of release and satisfaction.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default, rights and remedies may be pursued pursuant to the terms of the Borrower Loan Documents and the Funding Loan Documents. The parties hereto acknowledge that, among the possible outcomes to the pursuit of such remedies, is the situation where the Funding Lender assignees or designees become the owner of the Project and assume the obligations identified above, and the Borrower Note, the Borrower Loan and the other Borrower Loan Documents and Funding Loan Documents remain outstanding.

ARTICLE IX
SPECIAL PROVISIONS

Section 9.1. Sale of Note and Secondary Market Transaction.

Section 9.1.1 Cooperation. Subject to the restrictions of Section 2.4(b) of the Funding Loan Agreement, at the Funding Lender's or the Servicer's request (to the extent not already required to be provided by the Borrower under this Borrower Loan Agreement), the Borrower shall use reasonable efforts to satisfy the market standards to which the Funding Lender or the Servicer customarily adheres or which may be reasonably required in the marketplace or by the Funding Lender or the Servicer in connection with one or more sales or assignments of all or a portion of the Governmental Lender Note and the Funding Loan or participations therein or securitizations of single or multi-class securities (the "**Securities**") secured by or evidencing ownership interests in all or a portion of the Governmental Lender Notes and the Funding Loan (each such sale, assignment and/or securitization, a "**Secondary Market Transaction**"); provided that neither the Borrower nor the Governmental Lender shall incur any third party or other out-of-pocket costs and expenses in connection with a Secondary Market Transaction, including the costs associated with the delivery of any Provided Information or any opinion required in connection therewith, and all such costs shall be paid by the Funding Lender or the Servicer, and shall not materially modify Borrower's rights or obligations. Without limiting the generality of the foregoing, the Borrower shall, so long as the Borrower Loan is still outstanding:

(a) (i) provide such financial and other information with respect to the Borrower Loan, and with respect to the Project, the Borrower, the Manager, the contractor of the Project or the Borrower Controlling Entity, (ii) provide financial statements, audited, if available, relating to the Project with customary disclaimers for any forward looking statements or lack of audit, and (iii), at the expense of the Funding Lender or the Servicer, perform or permit or cause to be performed or permitted such site inspection, appraisals, surveys, market studies, environmental reviews and reports ([Phase I's and, if appropriate, Phase II's]), engineering reports and other due diligence investigations of the Project, as may be reasonably requested from time to time by the Funding Lender or the Servicer or the Rating Agencies or as may be necessary or appropriate in connection with a Secondary Market Transaction or Exchange Act requirements (the items provided to the Funding Lender or the Servicer pursuant to this paragraph (a) being called the "**Provided Information**"), together, if customary, with appropriate verification of and/or consents to the Provided Information through letters of auditors or opinions of counsel of independent attorneys acceptable to the Funding Lender or the Servicer and the Rating Agencies;

(b) make such representations and warranties as of the closing date of any Secondary Market Transaction with respect to the Project, the Borrower, the Borrower Loan Documents and the Funding Loan Documents reasonably acceptable to the Funding Lender or the Servicer, consistent with the facts covered by such representations and warranties as they exist on the date thereof; and

(c) execute such amendments to the Borrower Loan Documents and the Funding Loan Documents to accommodate such Secondary Market Transaction so long as such amendment does not affect the material economic terms of the Borrower Loan Documents and the Funding Loan Documents and is not otherwise adverse to the Borrower in its reasonable discretion.

The Funding Lender agrees to deal equitably in accordance with its standard business practices with the Borrower and Governmental Lender regarding any Secondary Market Transaction.

Section 9.1.2 Use of Information. The Borrower understands that certain of the Provided Information and the required records may be included in disclosure documents in connection with a Secondary Market Transaction, including a prospectus or private placement memorandum (each, a

"**Secondary Market Disclosure Document**"), or provided or made available to investors or prospective investors in the Securities, the Rating Agencies and service providers or other parties relating to the Secondary Market Transaction. In the event that the Secondary Market Disclosure Document is required to be revised, the Borrower shall cooperate, subject to Section 9.1.1(c) hereof, with the Funding Lender and the Servicer in updating the Provided Information or required records for inclusion or summary in the Secondary Market Disclosure Document or for other use reasonably required in connection with a Secondary Market Transaction by providing all reasonably requested current information pertaining to the Borrower and the Project necessary to keep the Secondary Market Disclosure Document accurate and complete in all material respects with respect to such matters. The Borrower hereby consents to any and all such disclosures of such information.

Section 9.1.3 Borrower Obligations Regarding Secondary Market Disclosure Documents. In connection with a Secondary Market Disclosure Document, the Borrower shall provide, or in the case of a Borrower-engaged third party such as the Manager, cause it to provide, information reasonably requested by the Funding Lender pertaining to the Borrower, the Project or such third party (and portions of any other sections reasonably requested by the Funding Lender pertaining to the Borrower, the Project or the third party). The Borrower shall, if requested by the Funding Lender and the Servicer, certify in writing that the Borrower has carefully examined those portions of such Secondary Market Disclosure Document, pertaining to the Borrower, the Project or the Manager, and such portions (and portions of any other sections reasonably requested and pertaining to the Borrower, the Project or the Manager) do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; provided that the Borrower shall not be required to make any representations or warranties regarding any Provided Information obtained from a third party except with respect to information it provided to such parties. Furthermore, the Borrower hereby indemnifies the Funding Lender, the Governmental Lender and the Servicer for any Liabilities to which any such parties may become subject to the extent such Liabilities arise out of or are based upon the use of the Provided Information in a Secondary Market Disclosure Document; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties nor shall Borrower provide indemnification for any Liabilities arising out of or based upon the fraudulent acts or omissions, willful misconduct, or gross negligence of any party to be indemnified herein..

Section 9.1.4 Borrower Indemnity Regarding Filings. In connection with filings under the Exchange Act or the Securities Act, the Borrower shall (i) indemnify Funding Lender, the Governmental Lender and the underwriter group for any securities (the "**Underwriter Group**") and all officials, employees and agents of any of them for any Liabilities to which Funding Lender, the Servicer or the Underwriter Group may become subject insofar as the Liabilities arise out of or are based upon the omission or alleged omission to state in the Provided Information of a material fact required to be stated in the Provided Information in order to make the statements in the Provided Information, in the light of the circumstances under which they were made not misleading and (ii) reimburse the Funding Lender, the Servicer, the Underwriter Group and other indemnified parties listed above for any legal or other expenses reasonably incurred by the Funding Lender, the Servicer or the Underwriter Group in connection with defending or investigating such Liabilities; provided that the Borrower shall not provide any indemnification regarding any Provided Information obtained from unrelated third parties except with respect to information it provided to such parties nor shall Borrower provide indemnification for any Liabilities arising out of or based upon the fraudulent acts or omissions, willful misconduct, or gross negligence of any party to be indemnified herein..

Section 9.1.5 Indemnification Procedure. Promptly after receipt by an indemnified party under Sections 9.1.3 and 9.1.4 hereof of notice of the commencement of any action for which a claim for indemnification is to be made against the Borrower, such indemnified party shall notify the Borrower in

writing of such commencement, but the omission to so notify the Borrower will not relieve the Borrower from any liability that it may have to any indemnified party hereunder except to the extent that failure to notify causes prejudice to the Borrower. In the event that any action is brought against any indemnified party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled, jointly with any other indemnifying party, to participate therein and, to the extent that it (or they) may elect by Written Notice delivered to the indemnified party promptly after receiving the aforesaid notice of commencement, to assume the defense thereof with counsel selected by the Borrower and reasonably satisfactory to such indemnified party in its sole discretion. After notice from the Borrower to such indemnified party under this Section 9.1.5, the Borrower shall not be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnified party shall settle or compromise any claim for which the Borrower may be liable hereunder without the prior Written Consent of the Borrower.

Section 9.1.6 Contribution. In order to provide for just and equitable contribution in circumstances in which the indemnity agreement provided for in Section 9.1.4 hereof is for any reason held to be unenforceable by an indemnified party in respect of any Liabilities (or action in respect thereof) referred to therein which would otherwise be indemnifiable under Section 9.1.4 hereof, the Borrower shall contribute to the amount paid or payable by the indemnified party as a result of such Liabilities (or action in respect thereof); provided, however, that no Person guilty of fraudulent misrepresentation (within the meaning of Section 10(f) of the Securities Act) shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In determining the amount of contribution to which the respective parties are entitled, the following factors shall be considered: (i) the indemnified parties and the Borrower's relative knowledge and access to information concerning the matter with respect to which the claim was asserted; (ii) the opportunity to correct and prevent any statement or omission; and (iii) any other equitable considerations appropriate in the circumstances. The parties hereto hereby agree that it may not be equitable if the amount of such contribution were determined by pro rata or per capita allocation.

ARTICLE X
MISCELLANEOUS

Section 10.1. Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Loan Document or Funding Loan Document (a "**notice**") shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day) further provided that any transmission by facsimile shall also be sent by U.S. Postal Service first class mail, or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower:

and with a copy to: Applegate & Thorne-Thomsen, P. C.
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605
Attention: Nick Brunick

If to the Governmental Lender: City of Chicago
Department of Housing
121 North LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attention: Commissioner, Department of Housing
Telephone: (312) 744-4190
Facsimile: (312) 742-2271

and with a copy to: City of Chicago
Office of Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division
Telephone: (312) 744-0200
Facsimile: (312) 744-0277
(refer to "Finance & Econ. Development Division" on cover sheet)

and with a copy to: City of Chicago
Office of the City Comptroller's Office
121 North LaSalle Street, Suite 700
Chicago, Illinois 60602
Attention: City Comptroller
Telephone: (312) 744-7106
Facsimile: (312) 742-6544

If to the Funding Lender: BMO Bank, N.A.
320 South Canal Street, 15th Floor
Chicago, Illinois 60606
Attention: Allison Porter-Bell, Director
Telephone: 312-461-3150
Email: allison.porter-bell@bmo.com

and

Charity & Associates, P.C.
20 North Clark Street, Suite 3300
Chicago, Illinois 60602
Attention: Elvin E. Charity
Telephone: (312) 564-4963
Email: elvin.charity@charity-associates.com

If to the Equity Investor:

and with a copy to:

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

Section 10.2. Brokers and Financial Advisors. The Borrower hereby represents that it has dealt with no financial advisors, brokers, underwriters, placement agents, agents or finders in connection with the Borrower Loan, other than those disclosed to the Funding Lender and whose fees shall be paid by the Borrower pursuant to separate agreements. The Borrower and the Funding Lender shall indemnify and hold the other harmless from and against any and all claims, liabilities, costs and expenses of any kind in any way relating to or arising from a claim by any Person that such Person acted on behalf of the indemnifying party in connection with the transactions contemplated herein. The provisions of this Section 10.2 shall survive the expiration and termination of this Borrower Loan Agreement and the repayment of the Borrower Payment Obligations.

Section 10.3. Survival. This Borrower Loan Agreement and all covenants, agreements, representations and warranties made herein and, in the certificates, delivered pursuant hereto shall survive the making by the Governmental Lender of the Borrower Loan and the execution and delivery to the Governmental Lender of the Borrower Note and the assignment of the Borrower Note to the Funding Lender, and shall continue in full force and effect so long as all or any of the Borrower Payment Obligations is unpaid. All the Borrower's covenants and agreements in this Borrower Loan Agreement shall inure to the benefit of the respective legal representatives, successors and assigns of the Governmental Lender, the Funding Lender and the Servicer.

Section 10.4. Preferences. The Governmental Lender and Funding Lender shall have the continuing and exclusive right to apply or reverse and reapply any and all payments by the Borrower to any portion of the Borrower Payment Obligations. To the extent the Borrower makes a payment to the Governmental Lender or the Funding Lender, or the Governmental Lender or the Funding Lender receives proceeds of any collateral, which is in whole or part subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then, to the extent of such payment or proceeds received, the Borrower Payment Obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received by the Governmental Lender or the Funding Lender.

Section 10.5. Waiver of Notice. The Borrower shall not be entitled to any notices of any nature whatsoever from the Funding Lender or the Servicer except with respect to matters for which this Borrower Loan Agreement or any other Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer, as the case may be, to the Borrower and except with respect to matters for which the Borrower is not, pursuant to applicable Legal Requirements, permitted to waive the giving of notice. The Borrower hereby expressly waives the right to receive any notice from the Funding Lender or the Servicer, as the case may be, with respect to any matter for which no Borrower Loan Document specifically and expressly provides for the giving of notice by the Funding Lender or the Servicer to the Borrower.

Section 10.6. Offsets, Counterclaims and Defenses. The Borrower hereby waives the right to assert a counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against it by the Funding Lender or the Servicer with respect to a Borrower Loan Payment. Any assignee of Funding Lender's interest in and to the Borrower Loan Documents or the Funding Loan Documents shall take the same free and clear of all offsets, counterclaims or defenses that are unrelated to the Borrower Loan Documents or the Funding Loan Documents which the Borrower may otherwise have against any assignor of such documents, and no such unrelated offset, counterclaim or defense shall be interposed or asserted by

the Borrower in any action or proceeding brought by any such assignee upon such documents, and any such right to interpose or assert any such unrelated offset, counterclaim or defense in any such action or proceeding is hereby expressly waived by the Borrower.

Section 10.7. Publicity. The Funding Lender and the Servicer (and any affiliates of either party) shall have the right to issue press releases, advertisements and other promotional materials describing the Funding Lender's or the Servicer's participation in the making of the Borrower Loan or the Borrower Loan's inclusion in any Secondary Market Transaction effectuated by the Funding Lender or the Servicer or one of its or their affiliates. All news releases, publicity or advertising by the Borrower or its Affiliates through any media intended to reach the general public, which refers to the Borrower Loan Documents or the Funding Loan Documents, the Borrower Loan, the Funding Lender or the Servicer in a Secondary Market Transaction, shall be subject to the prior Written Consent of the Funding Lender or the Servicer, as applicable.

Section 10.8. Construction of Documents. The parties hereto acknowledge that they were represented by counsel in connection with the negotiation and drafting of the Borrower Loan Documents and the Funding Loan Documents and that the Borrower Loan Documents and the Funding Loan Documents shall not be subject to the principle of construing their meaning against the party that drafted them.

Section 10.9. No Third-Party Beneficiaries. The Borrower Loan Documents and the Funding Loan Documents are solely for the benefit of the Governmental Lender, the Funding Lender, the Servicer and the Borrower and, with respect to Sections 9.1.3 and 9.1.4 hereof, the Underwriter Group, and nothing contained in any Borrower Loan Document shall be deemed to confer upon anyone other than the Governmental Lender, the Funding Lender, the Servicer, and the Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained therein.

Section 10.10. Assignment. The Borrower Loan, the Security Instrument, the Borrower Loan Documents and the Funding Loan Documents and all Funding Lender's rights, title, obligations and interests therein may be assigned by the Funding Lender, at any time with written notice to, but without any requirement of the consent of, the Borrower, whether by operation of law (pursuant to a merger or other successor in interest which shall not require the written consent of the Borrower) or otherwise. Upon such assignment, all references to Funding Lender in this Borrower Loan Agreement and in any Borrower Loan Document shall be deemed to refer to such assignee or successor in interest and such assignee or successor in interest shall thereafter stand in the place of the Funding Lender. Borrower shall accord full recognition to any such assignment, and all rights and remedies of Funding Lender in connection with the interest so assigned shall be as fully enforceable by such assignee as they were by Funding Lender before such assignment. In connection with any proposed assignment, Funding Lender may disclose to the proposed assignee any information that Borrower has delivered, or caused to be delivered, to Funding Lender with reference to Borrower, General Partner, any Guarantor or any Affiliate of Borrower, or the Project, including information that Borrower is required to deliver to Funding Lender pursuant to this Borrower Loan Agreement, provided that such proposed assignee agrees to treat such information as confidential. The Borrower may not assign its rights, interests or obligations under this Borrower Loan Agreement or under any of the Borrower Loan Documents or Funding Loan Documents, or Borrower's interest in any moneys to be disbursed or advanced hereunder, except only as may be expressly permitted hereby and by the Construction Funding Agreement.

Section 10.11. Omitted.

Section 10.12. Governmental Lender, Funding Lender and Servicer Not in Control; No Partnership. None of the covenants or other provisions contained in this Borrower Loan Agreement shall, or shall be deemed to, give the Governmental Lender, the Funding Lender or the Servicer the right or power to exercise control over the affairs or management of the Borrower, the power of the Governmental Lender, the Funding Lender and the Servicer being limited to the rights to exercise the remedies referred to in the Borrower Loan Documents and the Funding Loan Documents. The relationship between the Borrower and the Governmental Lender, the Funding Lender and the Servicer is, and at all times shall remain, solely that of debtor and creditor. No covenant or provision of the Borrower Loan Documents or the Funding Loan Documents is intended, nor shall it be deemed or construed, to create a partnership, joint venture, agency or common interest in profits or income between the Borrower and the Governmental Lender, the Funding Lender or the Servicer or to create an equity in the Project in the Governmental Lender, the Funding Lender or the Servicer. Neither the Governmental Lender, the Funding Lender nor the Servicer undertakes or assumes any responsibility or duty to the Borrower or to any other person with respect to the Project or the Borrower Loan, except as expressly provided in the Borrower Loan Documents or the Funding Loan Documents; and notwithstanding any other provision of the Borrower Loan Documents and the Funding Loan Documents: (1) the Governmental Lender, the Funding Lender and the Servicer are not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person or other business associate or participant of any kind of the Borrower or its stockholders, members, or partners and the Governmental Lender, the Funding Lender and the Servicer do not intend to ever assume such status; (2) the Governmental Lender, the Funding Lender and the Servicer shall in no event be liable for any the Borrower Payment Obligations, expenses or losses incurred or sustained by the Borrower; and (3) the Governmental Lender, the Funding Lender and the Servicer shall not be deemed responsible for or a participant in any acts, omissions or decisions of the Borrower, the Borrower Controlling Entities or its stockholders, members, or partners. The Governmental Lender, the Funding Lender and the Servicer and the Borrower disclaim any intention to create any partnership, joint venture, agency or common interest in profits or income between the Governmental Lender, the Funding Lender, the Servicer and the Borrower, or to create an equity in the Project in the Funding Lender or the Servicer, or any sharing of liabilities, losses, costs or expenses.

Section 10.13. Release. The Borrower hereby acknowledges that it is executing this Borrower Loan Agreement and each of the Borrower Loan Documents and the Funding Loan Documents to which it is a party as its own voluntary act free from duress and undue influence.

Section 10.14. Term of Borrower Loan Agreement. This Borrower Loan Agreement shall be in full force and effect until all payment obligations of the Borrower hereunder have been paid in full and the Borrower Loan and the Funding Loan have been retired or the payment thereof has been provided for; except that on and after payment in full of the Borrower Note, this Borrower Loan Agreement shall be terminated, without further action by the parties hereto; provided, however, that the obligations of the Borrower under Sections 5.11 (Governmental Lender's Fees), 5.14 (Expenses), 5.15 (Indemnity), 9.1.3, 9.1.4, 9.1.5, 9.1.6 and 10.15 (Reimbursement of Expenses) hereof, as well as under [Section 5.7] of the Construction Funding Agreement, shall survive the termination of this Borrower Loan Agreement.

Section 10.15. Reimbursement of Expenses. If, upon or after the occurrence of any Event of Default or Potential Default, the Governmental Lender, the Funding Lender or the Servicer shall employ attorneys or incur other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower will on demand therefor reimburse the Governmental Lender, the Funding Lender and the Servicer for fees of such attorneys and such other expenses so incurred.

The Borrower's obligation to pay the amounts required to be paid under this Section 10.15 shall be subordinate to its obligations to make payments under the Borrower Note.

Section 10.16. Permitted Contests. Notwithstanding anything to the contrary contained in this Borrower Loan Agreement, Borrower shall have the right to contest or object in good faith to any claim, demand, levy or assessment (other than in respect of Debt or Contractual Obligations of Borrower under any Borrower Loan Document or Related Document) by appropriate legal proceedings that are not prejudicial to Funding Lender's rights, but this shall not be deemed or construed as in any way relieving, modifying or providing any extension of time with respect to Borrower's covenant to pay and comply with any such claim, demand, levy or assessment, unless Borrower shall have given prior Written Notice to the Governmental Lender and the Funding Lender of Borrower's intent to so contest or object thereto, and unless (i) Borrower has, in the Governmental Lender's and the Funding Lender's judgment, a reasonable basis for such contest, (ii) Borrower pays when due any portion of the claim, demand, levy or assessment to which Borrower does not object, (iii) Borrower demonstrates to Funding Lender's satisfaction that such legal proceedings shall conclusively operate to prevent enforcement prior to final determination of such proceedings, (iv) Borrower furnishes such bond, surety, undertaking or other security in connection therewith as required by law, or as requested by and satisfactory to Funding Lender, to stay such proceeding, which bond, surety, undertaking or other security shall be issued by a bonding company, insurer or surety company reasonably satisfactory to Funding Lender and shall be sufficient to cause the claim, demand, levy or assessment to be insured against by the Title Company or removed as a lien against the Project, (v) Borrower at all times prosecutes the contest with due diligence, and (vi) Borrower pays, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, the amount so determined to be due and owing by Borrower. In the event that Borrower does not make, promptly following a determination of the amount of such claim, demand, levy or assessment due and owing by Borrower, any payment required to be made pursuant to clause (vi) of the preceding sentence, an Event of Default shall have occurred, and Funding Lender may draw or realize upon any bond or other security delivered to Funding Lender in connection with the contest by Borrower, in order to make such payment.

Section 10.17. Funding Lender Approval of Instruments and Parties. All proceedings taken in accordance with transactions provided for herein, and all surveys, appraisals and documents required or contemplated by this Borrower Loan Agreement and the persons responsible for the execution and preparation thereof, shall be satisfactory to and subject to approval by Funding Lender. Funding Lender's approval of any matter in connection with the Project shall be for the sole purpose of protecting the security and rights of Funding Lender. No such approval shall result in a waiver of any default of Borrower. In no event shall Funding Lender's approval be a representation of any kind with regard to the matter being approved.

Section 10.18. Funding Lender Determination of Facts. Funding Lender shall at all times be free to establish independently, to its reasonable satisfaction, the existence or nonexistence of any fact or facts, the existence or nonexistence of which is a condition of this Borrower Loan Agreement.

Section 10.19. Calendar Months. With respect to any payment or obligation that is due or required to be performed within a specified number of Calendar Months after a specified date, such payment or obligation shall become due on the day in the last of such specified number of Calendar Months that corresponds numerically to the date so specified; provided, however, that with respect to any obligation as to which such specified date is the 29th, 30th or 31st day of any Calendar Month: if the Calendar Month in which such payment or obligation would otherwise become due does not have a numerically corresponding date, such obligation shall become due on the first day of the next succeeding Calendar Month.

Section 10.20. Determinations by Lender. Except to the extent expressly set forth in this Borrower Loan Agreement to the contrary, in any instance where the consent or approval of the Governmental Lender and the Funding Lender may be given or is required, or where any determination,

judgment or decision is to be rendered by the Governmental Lender and the Funding Lender under this Borrower Loan Agreement, the granting, withholding or denial of such consent or approval and the rendering of such determination, judgment or decision shall be made or exercised by the Governmental Lender and the Funding Lender, as applicable (or its designated representative) at its sole and exclusive option and in its sole and absolute discretion.

Section 10.21. Governing Law. This Borrower Loan Agreement shall be governed by and enforced in accordance with the laws of the State, without giving effect to the choice of law principles of the State that would require the application of the laws of a jurisdiction other than the State.

Section 10.22. Consent to Jurisdiction and Venue. Borrower agrees that any controversy arising under or in relation to this Borrower Loan Agreement shall be litigated exclusively in the State. The state and federal courts and authorities with jurisdiction in the State shall have exclusive jurisdiction over all controversies which shall arise under or in relation to this Borrower Loan Agreement. Borrower irrevocably consents to service, jurisdiction, and venue of such courts for any such litigation and waives any other venue to which it might be entitled by virtue of domicile, habitual residence or otherwise. However, nothing herein is intended to limit Beneficiary Parties' right to bring any suit, action or proceeding relating to matters arising under this Borrower Loan Agreement against Borrower or any of Borrower's assets in any court of any other jurisdiction.

Section 10.23. Successors and Assigns. This Borrower Loan Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate. The terms used to designate any of the parties herein shall be deemed to include the heirs, legal representatives, successors, successors-in-interest and assigns, as appropriate, of such parties. References to a "person" or "persons" shall be deemed to include individuals and entities.

Section 10.24. Severability. The invalidity, illegality or unenforceability of any provision of this Borrower Loan Agreement shall not affect the validity, legality or enforceability of any other provision, and all other provisions shall remain in full force and effect.

Section 10.25. Entire Agreement; Amendment and Waiver. This Borrower Loan Agreement contains the complete and entire understanding of the parties with respect to the matters covered. This Borrower Loan Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by a written instrument signed by the party against whom enforcement of the waiver, amendment, change, or modification is sought, and then only to the extent set forth in that instrument. No specific waiver of any of the terms of this Borrower Loan Agreement shall be considered as a general waiver. Without limiting the generality of the foregoing, no Disbursement shall constitute a waiver of any conditions to the Governmental Lender's or the Funding Lender's obligation to make further Disbursements nor, in the event Borrower is unable to satisfy any such conditions, shall any such waiver have the effect of precluding the Governmental Lender or the Funding Lender from thereafter declaring such inability to constitute a Potential Default or Event of Default under this Borrower Loan Agreement.

Section 10.26. Counterparts. This Borrower Loan Agreement may be executed in multiple counterparts, each of which shall constitute an original document and all of which together shall constitute one agreement.

Section 10.27. Captions. The captions of the sections of this Borrower Loan Agreement are for convenience only and shall be disregarded in construing this Borrower Loan Agreement.

Section 10.28. Servicer. Borrower hereby acknowledges and agrees that, pursuant to the terms of this Borrower Loan Agreement and the Construction Funding Agreement: (a) from time to time, the Governmental Lender or the Funding Lender may appoint a servicer to collect payments, escrows and deposits, to give and to receive notices under the Borrower Note, this Borrower Loan Agreement or the other Borrower Loan Documents, and to otherwise service the Borrower Loan and (b) unless Borrower receives Written Notice from the Governmental Lender or the Funding Lender to the contrary, any action or right which shall or may be taken or exercised by the Governmental Lender or the Funding Lender may be taken or exercised by such servicer with the same force and effect.

Section 10.29. Beneficiary Parties as Third-Party Beneficiary. Each of the Beneficiary Parties shall be a third-party beneficiary of this Borrower Loan Agreement for all purposes.

Section 10.30. Waiver of Trial by Jury. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE BENEFICIARY PARTIES (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BORROWER LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

Section 10.31. Time of the Essence. Time is of the essence with respect to this Borrower Loan Agreement.

Section 10.32. Modifications. Modifications (if any) to this Borrower Loan Agreement ("**Modifications**") are set forth on Exhibit A attached to this Borrower Loan Agreement. In the event of a Transfer under the terms of the Construction Funding Agreement, some or all of the Modifications to this Borrower Loan Agreement may be modified or rendered void by the Governmental Lender or the Funding Lender at its option by notice to Borrower or such transferee. There are no Modifications to this Borrower Loan Agreement.

Section 10.33. Reference Date. This Borrower Loan Agreement is dated for reference purposes only as of the first day of _____, 2025, and will not be effective and binding on the parties hereto unless and until the Closing Date (as defined herein) occurs.

ARTICLE XI
LIMITATIONS ON LIABILITY

Section 11.1. Limitation on Liability. Notwithstanding anything to the contrary herein, the liability of the Borrower hereunder and under the other Borrower Loan Documents and the Funding Loan Documents shall be limited to the extent set forth in the Borrower Note.

Section 11.2. Limitation on Liability of Governmental Lender. The Funding Loan, and interest thereon, are special, limited obligations of the Governmental Lender, payable solely from the Security pledged under the Funding Loan Agreement. The Funding Loan is not a general indebtedness of the Governmental Lender or a charge against its general credit or the general credit taxing powers of the State, the Governmental Lender, or any other political subdivision thereof, and shall never give rise to any personal pecuniary liability of the Governmental Lender, and neither the Governmental Lender, the State nor any other political subdivision thereof shall be liable for the payments of principal and interest on the Funding Loan, and the Funding Loan is payable from no source other than the Security, and are special,

limited obligations of the Governmental Lender, payable solely out of the Security pledged hereunder and receipts of the Governmental Lender derived pursuant to this Funding Loan Agreement (and not against any money due or to become due to the Governmental Lender pursuant to the exercise or enforcement of Unassigned Rights). No holder of the Funding Loan or any interest therein has the right to compel any exercise of the taxing power of the State, the Governmental Lender or any other political subdivision thereof to pay the Funding Loan or the interest thereon.

No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Funding Loan or for any claim based thereon or any obligation, covenant or agreement in this Funding Loan Agreement against any official of the Governmental Lender, or any official, officer, agent, employee or independent contractor of the Governmental Lender or any person executing this Borrower Loan Agreement. No covenant, stipulation, promise, agreement or obligation contained in this Borrower Loan Agreement or any other document executed in connection herewith shall be deemed to be the covenant, stipulation, promise, agreement or obligation of any present or future official, officer, agent or employee of the Governmental Lender in his or her individual capacity and neither any official of the Governmental Lender nor any officers executing this Borrower Loan Agreement shall be liable personally or be subject to any personal liability or accountability by reason of this Borrower Loan Agreement.

Section 11.3. Waiver of Personal Liability. No member, officer, agent or employee of the Governmental Lender or any director, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) of or interest on the Governmental Lender Note or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

Section 11.4. Limitation on Liability of Funding Lender's Officers, Employees, Etc.

(a) Borrower assumes all risks of the acts or omissions of the Governmental Lender and the Funding Lender (except to the extent that such acts or omissions constitute gross negligence or willful misconduct), provided, however, this assumption is not intended to, and shall not, preclude Borrower from pursuing such rights and remedies as it may have against the Governmental Lender and the Funding Lender at law or under any other agreement. None of Governmental Lender and the Funding Lender, nor the other Beneficiary Parties or their respective officers, directors, employees or agents shall be liable or responsible for (i) for any acts or omissions of the Governmental Lender and the Funding Lender; or (ii) the validity, sufficiency or genuineness of any documents, or endorsements, even if such documents should in fact prove to be in any or all respects invalid, insufficient, fraudulent or forged. In furtherance and not in limitation of the foregoing, the Governmental Lender and the Funding Lender may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, unless acceptance in light of such notice or information constitutes gross negligence or willful misconduct on the part of the Governmental Lender and the Funding Lender.

(b) None of the Governmental Lender the Funding Lender, the other Beneficiary Parties or any of their respective officers, directors, employees or agents shall be liable to any contractor, subcontractor, supplier, laborer, architect, engineer or any other party for services performed or materials supplied in connection with the Project. The Governmental Lender and the Funding Lender shall not be liable for any debts or claims accruing in favor of any such parties against Borrower or others or against the Project. Borrower is not and shall not be an agent of the Governmental Lender and the Funding Lender for any purpose. Neither the Governmental Lender nor the Funding Lender is a joint venture partner with Borrower in any manner whatsoever. Prior to default by Borrower under this Borrower Loan Agreement and the exercise of remedies granted herein, the Governmental Lender and the Funding Lender shall not be

deemed to be in privity of contract with any contractor or provider of services to the Project, nor shall any payment of funds directly to a contractor, subcontractor or provider of services be deemed to create any third-party beneficiary status or recognition of same by the Governmental Lender and the Funding Lender. Approvals granted by the Governmental Lender and the Funding Lender for any matters covered under this Borrower Loan Agreement shall be narrowly construed to cover only the parties and facts identified in any written approval or, if not in writing, such approvals shall be solely for the benefit of Borrower.

(c) Any obligation or liability whatsoever of the Governmental Lender and the Funding Lender that may arise at any time under this Borrower Loan Agreement or any other Borrower Loan Document shall be satisfied, if at all, out of the Funding Lender's assets only. No such obligation or liability shall be personally binding upon, nor shall resort for the enforcement thereof be had to, the Project or any of the Governmental Lender's or the Funding Lender's shareholders (if any), directors, officers, employees or agents, regardless of whether such obligation or liability is in the nature of contract, tort or otherwise.

(d) To the fullest extent permitted by applicable law, Borrower agrees not to assert, and hereby waives, in any legal action or other proceeding, any claim against Funding Lender, on any theory of liability, for special, indirect, consequential, special, exemplary or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Borrower Loan Agreement, any other Borrower Loan Document, the Borrower Loan or the use of the proceeds thereof.

Section 11.5. Delivery of Reports, Etc. The delivery of reports, information and documents to the Governmental Lender and the Funding Lender as provided herein is for informational purposes only and the Governmental Lender's and the Funding Lender's receipt of such shall not constitute constructive knowledge of any information contained therein or determinable from information contained therein. The Governmental Lender and the Funding Lender shall have no duties or responsibilities except those that are specifically set forth herein, and no other duties or obligations shall be implied in this Borrower Loan Agreement against the Governmental Lender and the Funding Lender.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Borrower Loan Agreement or caused this Borrower Loan Agreement to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

BORROWER:

HPUMC REDEVELOPMENT LIMITED PARTNERSHIP,
an Illinois limited partnership

By: **2120 Mozart LLC,**
an Illinois limited liability company, its general partner

By: **LATIN UNITED COMMUNITY HOUSING ASSOCIATION,**
an Illinois not-for-profit corporation, its sole member

By: _____
Name:
Title:

GOVERNMENTAL LENDER:

CITY OF CHICAGO

By:_____
Name: Jill Jaworski
Title: Chief Financial Officer

[SEAL]

Attest:

By:_____
Name: Andrea M. Valencia
Title: City Clerk

Agreed to and Acknowledged by:

FUNDING LENDER:

[BMO HARRIS BANK, N. A.]

By: _____
Name:
Title:

(Sub)Exhibit "A".
(To Borrower Loan Agreement)

Section 10.32 Modifications.

None.

Exhibit "D".
(To Ordinance)

Land Use Restriction Agreement.

THIS LAND USE RESTRICTION AGREEMENT (this **"Agreement"**), entered into as of _____ 1, 2025 between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the **"Issuer"**), and **HPUMC REDEVELOPMENT LIMITED PARTNERSHIP**, an Illinois limited partnership (the **"Borrower"**),

WITNESSETH:

WHEREAS, pursuant to a Funding Loan Agreement, dated as of _____1, 2025 (the **"Funding Loan Agreement"**) between the Issuer and BMO Bank, N. A. (the **"Funding Lender"**), and an ordinance adopted by the Issuer on January ___, 2025 (the "**Ordinance**"), the Funding Lender will advance funds (the **"Funding Loan"**) in an aggregate principal amount not exceeding Ten Million and 00/100 Dollars ($10,000,000) and the Issuer will issue, sell and deliver its not to exceed $10,000,000 Multi-Family Housing Revenue Note (Humboldt Park Project), Series 2025 (the **"Note"**), evidencing the obligation to repay the Funding Loan; and

WHEREAS, the Humboldt Park United Methodist Church, Inc., an Illinois not-for-profit corporation (the "**Corporation**"), is the owner of the real property located at 2120-28 N. Mozart Street and 2847 W. Shakespeare Avenue, Chicago, Illinois 60647 (the "**Property**"); and

WHEREAS, the Corporation is expected to sell the Property to the Latin United Community Housing Association, an Illinois not-for-profit corporation (**"LUCHA**"), and LUCHA will then sell the Property to the Borrower; and

WHEREAS, the Borrower, 2120 Mozart LLC, an Illinois limited liability company (the "General Partner"), the general partner of the Borrower, and LUCHA, the sole member of the General Partner, have proposed to purchase the Property in the manner described above, for the renovation and adaptive reuse of the existing Humboldt Park United Methodist Church, being the construction, furnishing and equipping of a low income housing project consisting of a three story apartment building that will contain 22 rental dwelling units, comprised of 8 studios, 8 1-bedroom apartments, 3 2-bedroom apartments and 3 3-bedroom apartments, with 5 apartments expected to be set aside as permanent supportive housing units (including related common areas, the "**Project**"); and

WHEREAS, the proceeds derived from the issuance and sale of the Note have been lent by the Issuer to the Borrower pursuant to a Loan Agreement of even date herewith (the **"Borrower Loan Agreement"**), between the Issuer and the Borrower for the purpose of financing a portion of the costs of the Project to be owned by the Borrower; and

WHEREAS, in order to assure the Issuer and the Funding Lender that interest on the Note will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Project under the Code must be established:

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Borrower and the Issuer agree as follows:

Section 1. Term of Restrictions

(a) ***Occupancy Restrictions***. Subject to Revenue Procedure 2004-39, the term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least 10% of the Units are first occupied following completion of such Units and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the Units in the Project are first occupied; or (ii) the first date on which no tax-exempt note or bond (including any refunding note or bond) issued with respect to the Project is outstanding (treating, for such purpose, the Project as being financed in part by the Note) (which period is hereinafter referred with respect to the Project as the "**Qualified Project Period**").

(b) ***Rental Restrictions***. The Rental Restrictions with respect to the Project set forth in Section 4 hereof shall remain in effect during the Qualified Project Period.

(c) ***Involuntary Loss or Substantial Destruction***. The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal agency (with respect to the Project) after the date of delivery of the Note, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions (with respect to the Project), or condemnation or similar event (with respect to the Project), but only if, within a reasonable time, (i) the Note is promptly repaid, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (selected by the Issuer) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions applicable to the Project as a result of such involuntary loss or substantial destruction resulting from an unforeseen event with respect to the Project will not adversely affect the exclusion of the interest on the Note from the gross income of the owner thereof for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period with respect to the Project subsequent to such event the Borrower or any Affiliated Party (as hereinafter defined) obtains an ownership interest in the Project for federal income tax purposes. "Affiliated Party" means a person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code; or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50%" shall be substituted for "at least 80%" each place it appears therein).

(d) ***Termination***. This Agreement shall terminate with respect to the Project upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions with respect to the Project, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer and the Borrower of an opinion of nationally recognized bond counsel (selected by the Issuer) to the effect that continued compliance of the Project with the Rental Restrictions and the Occupancy Restrictions applicable to the Project is not required in order for interest on the Note to remain excluded from gross income for federal income tax purposes.

(e) ***Certification***. Upon termination of this Agreement, the Borrower and the Issuer shall execute and cause to be recorded (at the Borrower's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated.

(f) ***Encumbrance of Fee***. In furtherance of enforcing compliance with the provisions of Section 142(d) of the Code and Section 1.103-8(b) of the Regulations (defined below) applicable to this Agreement, unless the provisions of paragraph (c) or (d) above apply to the Project resulting in a termination of the restrictions set forth herein, such restrictions shall continue to apply to the Project following the termination of the Borrower's or any other party's interest, whether or not the lien of the mortgage with respect to the Project is thereafter released by the Issuer.

Section 2. Project Restrictions

The Borrower represents, warrants and covenants that:

(a) The Borrower has reviewed the provisions of the Code and the Treasury Regulations thereunder (the **"Regulations"**) applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) The Project is being acquired, constructed and equipped for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder applicable to the Project, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) Substantially all (not less than 95%) of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures, of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)-(B) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). If any such building or structure contains fewer than five (5) units, no unit in such building or structure shall be occupied by the Borrower or an agent or employee of the Borrower.

(d) None of the Units in the Project will at any time be used on a transient basis, and no portion of the Project will be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis; further, no portion of the Project shall be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services; provided, however that nothing herein shall be understood to prohibit single-room-occupancy units occupied under month-to-month leases.

(e) All of the Units in the Project will be leased or rented, or available for lease or rental, on a continuous basis to members of the general public (other than (i) Units for resident managers or maintenance personnel, (ii) Units for Qualifying Tenants as provided for in Section 3 hereof, (iii) Units set aside as Permanent Supportive Housing Units, and (iv) Units which may be rented under the Section 8 assistance program, which units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a Unit in the Project shall be required to execute a written lease with a stated term of not less than 30 days nor more than one year.

(f) Any functionally related and subordinate facilities (*e.g.*, parking areas, swimming pools, tennis courts, etc.) which are included as part of the Project will be of a character and size commensurate with the character and size of the Project, and will be made available to all tenants in the Project on an equal basis; fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (*i.e.*, within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(g) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of the Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

Section 3. Occupancy Restrictions

The Borrower represents, warrants and covenants with respect to the Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to the Project at least 40% of the completed Units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, **"Qualifying Tenants"** means individuals or families whose aggregate adjusted incomes do not exceed 60% of the applicable median gross income

(adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as **Exhibit B** (the **"Income Certification"**) evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Borrower or the Issuer to substantiate the Income Certification.

(c) Not less frequently than annually, the Borrower shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Borrower as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Borrower shall require each such tenant to execute and deliver the Income Certification; provided, however, that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to exceed the applicable limit, provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination, and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) The lease to be utilized by the Borrower in renting any Unit in the Project to a prospective Qualifying Tenant shall provide for termination of the lease and consent by such person to eviction following 30 days' written notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualified Tenant.

(g) All Income Certifications will be maintained on file at the Project as long as the Note is outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a Unit in the Project during the period the restrictions hereunder are applicable, and the Borrower will, promptly upon receipt, file a copy thereof with the Issuer.

(h) On the first day of the Qualified Project Period with respect to the Project, on the fifteenth days of January, April, July and October of each year during the Qualified Project Period with respect to the Project, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a Unit in the Project, the Borrower will submit to the Issuer a "Certificate of Continuing Program Compliance," in the form attached hereto as **Exhibit C** executed by the Borrower with respect to the Project.

(i) The Borrower shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) with respect to the Project an annual certification on Form 8703 as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Borrower to the penalty provided in Section 6652(j) of the Code.

Section 4. [Reserved]

Section 5. Transfer Restrictions

The Borrower covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to any portion of the Project (a "Transfer") shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project, unless the transferee pursuant to the Transfer assumes in writing (the "Assumption Agreement"), in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Borrower with respect to such portion of the Project, including those contained in this Section 5, and agrees to cause any subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project. The Borrower shall deliver the Assumption Agreement to the Issuer at least 30 days prior to a proposed Transfer. This Section 5 shall not apply to any involuntary transfer pursuant to Section 1(c) hereof. This Section shall not be deemed to restrict the transfer of any partnership interest in the Borrower or a transfer by foreclosure or deed in lieu of foreclosure.

Section 6. Enforcement

(a) Upon reasonable notice and during regular business hours, the Borrower shall permit all duly authorized representatives of the Issuer to inspect any books and records of the Borrower regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Borrower shall submit any other information, documents or certifications reasonably requested by the Issuer, which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer and the Borrower each covenant that it will not take or permit to be taken any action within its control that it knows would adversely affect the excludability of interest on the Note from the gross income of the owners thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, each covenants to take any lawful action within its control (including amendment of this Agreement as may be necessary in the opinion of nationally recognized bond counsel selected by the Issuer) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Borrower covenants and agrees to inform the Issuer by written notice of any violation of its obligations hereunder within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer within the period of time specified by the Issuer, which shall be (i) the lesser of (A) 60 days after the effective date of any notice to or from the Borrower, or (B) 75 days from the date such violation would have been discovered by the Borrower by the exercise of reasonable diligence, or (ii) such longer period as may be necessary to cure such violation, provided bond counsel (selected by the Issuer) of nationally recognized standing in matters pertaining to the exclusion of interest on municipal bonds from gross income for purposes of federal income taxation issues an opinion that such extension will not result in the loss of such exclusion of interest on the Note, without further notice, the Issuer shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer shall apply to any, court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Borrower and the Issuer each acknowledges that the primary purposes for requiring compliance with the restrictions provided in this Agreement are to preserve the excludability of interest on the Note from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Note, who are declared to be third-party beneficiaries of this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.

(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Borrower or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the Issuer from exercising any remedies it might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder.

(h) Notwithstanding anything to the contrary contained herein, the Issuer hereby agrees that any cure of any default made or tendered by one or more of the Borrower's partners shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 7. Covenants to Run with the Land

The Borrower hereby subjects the Project, the Site and the Units to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law and shall pass to and be binding upon the Borrower's successors in title to the Project, the Units, and the Site, throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project, the Units or the Site, or any portion thereof or interest therein (excluding any transferee of a partnership interest in the Borrower), shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

Section 8. Recording

The Borrower shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

Section 9. Agents of the Issuer

The Issuer shall have the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon written request, certify in writing to the other party hereto any such agency appointment.

Section 10. No Conflict with Other Documents

The Borrower warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Borrower agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

Section 11. Interpretation

Any capitalized terms not defined in this Agreement shall have the same meaning as terms defined in the Funding Loan Agreement, the Borrower Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder or with a Tax Counsel No Adverse Effect Opinion (as defined in the Funding Loan Agreement).

Section 12. Amendment

Subject to any restrictions set forth in the Funding Loan Agreement, this Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof.

Section 13. Severability

The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

Section 14. Notices

Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service, shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be given as provided for in Section 11.1 of the Funding Loan Agreement.

Section 15. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois, and where applicable, the laws of the United States of America.

Section 16. Limited Liability of Borrower

Notwithstanding any other provision or obligation stated in or implied by this Agreement to the contrary, any and all undertakings and agreements of the Borrower contained herein shall not (other than as expressly provided hereinafter in this paragraph) be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner of the Borrower, and no recourse (other than as expressly provided hereinafter in this paragraph) shall be had against the property of the Borrower or any past, present or future partner of the Borrower, personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or any document executed or delivered by or on behalf of the Borrower pursuant hereto or in connection herewith, or for any claim based thereon. It is expressly understood and agreed that the Issuer and the registered Owner of the Note, and its respective successors and assigns, shall have the right to sue for specific performance of this Agreement and to otherwise seek equitable relief for the enforcement of the obligations and undertakings of the Borrower hereunder, including, without limitation, obtaining an injunction against any violation of this Agreement or the appointment of a receiver to take over and operate all or any portion of the Project in accordance with the terms of this Agreement. This Section shall survive termination of this Agreement.

[Signatures Appear on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

CITY OF CHICAGO

By: _____
Name: Jill Jaworski
Title: Chief Financial Officer

(SEAL)

ATTEST:

_____
Andrea M. Valencia,
City Clerk

Acknowledged and agreed to:

HPUMC REDEVELOPMENT LIMITED PARTNERSHIP,
an Illinois limited partnership

By: **2120 Mozart LLC,**
an Illinois limited liability company, its general partner

By: **LATIN UNITED COMMUNITY HOUSING ASSOCIATION,**
an Illinois not-for-profit corporation, its sole member

By: _____
Name:
Title:

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

BEFORE ME, the undersigned authority, on this day personally appeared JILL JAWORSKI and ANDREA M. VALENCIA, the CHIEF FINANCIAL OFFICER and CITY CLERK, respectively, of the CITY OF CHICAGO, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Issuer.

GIVEN UNDER MY HAND and seal of office, this ___ day of _____, 2025.

[SEAL]

_____
Notary Public in and for the State of Illinois

My commission expires on:

_____

[Notarization of Land Use Restriction Agreement – City]

STATE OF ILLINOIS)
) ss
COUNTY OF _____)

On this _____ day of _____, 202__ , before me, the undersigned notary public, personally appeared, proved to me through satisfactory evidence of identification, which was my personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily , as the _____ of Latin United Community Housing Association, the sole member of 2120 Mozart LLC, the general partner of HPUMC Redevelopment Limited Partnership, for its stated purpose as the free sand voluntary act of HPUMC Redevelopment Limited Partnership.

_____
Notary Public

My commission expires on:

_____

[Notarization of Land Use Restriction Agreement – Borrower]

[(Sub)Exhibit "A" referred to in this Land Use Restriction Agreement constitutes Exhibit "E" to ordinance and printed on page 24062 of this *Journal*.]

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(Sub)Exhibits "B" and "C" referred to in this Land Use Restriction Agreement read as follows:

(Sub)Exhibit "B".
(To Land Use Restriction Agreement)

Income Computation Agreement And Certification.

NOTE TO APARTMENT OWNER: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of _____ 1, 2025, between the City of Chicago and HPUMC Redevelopment Limited Partnership, an Illinois limited partnership (the "Owner").

Re: _____
Chicago, IL

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

Name of Members of the Household	**Relationship to Head of Household**	**Age**	**Social Security Number**	**Place of Employment**
_____	HEAD	___	_____	_____
_____	SPOUSE	___	_____	_____
_____	_____	___	_____	_____
_____	_____	___	_____	_____

1. **Total Anticipated Income.** The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., _____) is $_____ . Included in the total anticipated income listed above are:

(a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulation; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

* The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor.

(c) interest and dividends (see ____ below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph (f) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payment received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed $200 per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the. same period of time);

(l) compensation from state or local employment training programs in training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparations payment paid by a foreign government pursuant to claims filed under the laws of that government for persons who were persecuted during the Nazi era;

(n) earnings in excess of $480 for each full-time student, 18 years or older, but excluding the head of household and spouse;

(o) adoption assistance payments in excess of $480 per adopted child;

(p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;

(q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;

(r) amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;

(s) temporary, nonrecurring or sporadic income (including gifts); and

(t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

2. **Assets.**

(a) Do the persons whose income or contributions are included in Item ___above:

(i) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in a housing cooperative unit or in a manufactured home in which such family resides, and interests in Indian trust land)?
_____Yes _____No.

(ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value?
_____Yes _____No.

(b) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by -all such persons total more than $5,000?
_____Yes _____No.

(c) If the answer to (b) above is yes, state:

(i) the total value of all such assets:

(ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: $_____ and

(iii) the amount of such income, if any, that was included in Item 6 above: $_____.

3. **Full-time Students.**

(a) Are all of the individuals who propose to reside in the unit full-time students?
_____Yes _____No.

A full-time student is an individual enrolled as a full-time student (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended) during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return?
_____Yes _____No.

4. **Relationship to Project Owner.** Neither myself nor any other occupant of the unit I/we propose to rent is the Owner, has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

5. **Reliance.** This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on obligations issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such obligations, the holders of such obligations, any fiduciary acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

6. **Further Assistance.** I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

7. **Misrepresentation**. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

[Signatures Appear on Following Page]

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this _____ day of _____ in _____, Illinois

_____ _____

Applicant Applicant

_____ _____

Applicant Applicant

[Signature of all persons over the age of 18 years listed in 2 above required.]

SUBSCRIBED AND SWORN to before me this___day of _____.

(NOTARY SEAL)

Notary Public in and for the State of _____

My Commission Expires: _____

FOR COMPLETION BY APARTMENT OWNER ONLY:

1. Calculation of eligible income:

   a. Enter amount entered for entire household in 6 above: $

   b. (1) if the amount entered in 7(c)(i) above is greater than $5,000, enter the total amount entered in 7(c)(ii), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance ($_____);

      (2) multiply the amount entered in 7(c)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(c)(ii) would be if invested in passbook savings ($_ _____), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance ($_____); and enter at right the greater of the amount calculated under (1) or (2) above:

   c. TOTAL ELIGIBLE INCOME (Line 1.a plus line 1.b(3)): $ _____.

2. The amount entered in 1.c is:

   _____ Less than 60% of Median Gross Income for Area. **

_____ More than 60% of [†]Median Gross Income for the Area.***

3. Number of apartment unit assigned: _____
Bedroom Size: _____ Rent: $_____

4. The last tenants of this apartment unit for a period of 31 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 60% of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

_____ Employer income verification.
_____ Copies of tax returns.
_____ Other (_____)

_____
Borrower or Manager

** Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(0(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

***See footnote 2.

INCOME VERIFICATION

(for employed persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages _____
Overtime _____
Bonuses _____
Commissions _____
Total current income _____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____ _____ _____
Signature Date Title

I hereby grant you permission to disclose my income to HPUMC Development Limited Partnership, an Illinois limited partnership, or its related entity, in order that it may determine my income eligibility for rental of an apartment located in one of its projects which has been financed by the City of Chicago.

_____ _____
Signature Date

Please send to:

_____

_____

_____

INCOME VERIFICATION
(for self-employed persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

_____ _____

Signature Date

(Sub)Exhibit "C".
(To Land Use Restriction Agreement)

Certificate Of Continuing Program Compliance.

The undersigned, on behalf of HPUMC Redevelopment Limited Partnership, an Illinois limited partnership (the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land Use Restriction Agreement dated as of _____ 1, 2025 (the "Land Use Restriction Agreement"), between the City of Chicago and the Owner. All capitalized terms used herein shall have the meanings given in the Land Use Restriction Agreement.

2. Based on Certificates of Tenant Eligibility on file with the Owner, as of the date of this Certificate the following number of completed Units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land Use Restriction Agreement), or (ii) were previously occupied by Lower-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants**** _____ No of Units

Previously occupied by Qualifying Tenants (vacant and not reoccupied except for a temporary period of no more than 31 days): _____No of Units

3. The total number of completed Units in the Project is _____.

4. The Total number in 2 is at least 40% of the total number in 3 above.

5. No Event of Default (as defined in the Land Use Restriction Agreement) has occurred and is subsisting under the Land Use Restriction Agreement, except as set forth in Schedule A attached hereto.

[Signature Appears on Following Page]

**** A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return or unless otherwise described in Section 42(i)(3)(D) of the Code.

HPUMC REDEVELOPMENT LIMITED PARTNERSHIP,
an Illinois limited partnership

By: **2120 Mozart LLC,**
an Illinois limited liability company, its general partner

By: **LATIN UNITED COMMUNITY HOUSING ASSOCIATION,**
an Illinois not-for-profit corporation, its sole member

By: _____
Name:
Title:

[Schedule "A" referred to in this Certificate of Continuing Program Compliance unavailable at time of printing.]

Exhibit "E".
(To Ordinance)

Property Description.

Property:

The east six feet of Lot 10 (except the north 97 feet thereof) and all of Lots 11 and 12 in the resubdivision of Block 5 in Schleswig, a subdivision of part of the northwest quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

2120 -- 2128 North Mozart Street
Chicago, Illinois 60647.

Property Index Numbers ("PINs"):

13-36-118-010-0000;

13-36-118-011-0000.

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

[O2024-0010991]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the execution of a tax increment financing (TIF) redevelopment agreement with Oak-Larrabee LLC for mixed-income housing development located at 955 North Larrabee Street in the 27th Ward (O2024-0010991), in an amount not to exceed $14,000,000 in TIF funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on February 10, 2025.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to ordinances adopted on July 30, 1997, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 49207 to 49373, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council of the City: (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Near North Redevelopment Project Area" (the "Near North Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area; and

WHEREAS, The Original Plan Ordinance was amended on April 24, 2020 ("Amendment Number 1") and on October 14, 2021 ("Amendment Number 2"), and published in the *Journal* for such respective dates; and

WHEREAS, The Original Plan as amended by Amendment Number 1 and Amendment Number 2 is hereinafter referred to as the "Plan"; and

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

WHEREAS, Oak-Larrabee LLC, an Illinois limited liability company (the "Owner"), and CHA Community Support Corporation, an Illinois not-for-profit corporation ("CHA CSC," and collectively with the Owner, the "Developer"), plan to develop real property located within the Near North Area commonly known as 955 North Larrabee Street, Chicago, Illinois (the "Property") and the Owner plans to commence and complete construction of a single, seven-story residential building with approximately seventy-eight (78) residential units for market-rate, low-income, very low-income and extremely low-income families, along with a community space, an outdoor space, approximately 39 indoor parking spaces, and approximately 45 indoor bicycle spaces (the "Project"); and

WHEREAS, CHA CSC and the Chicago Housing Authority, an Illinois municipal corporation under the Housing Authorities Act, as amended (310 ILCS 10/1, et seq.), are entering into a long-term ground lease for the Property, which leasehold interest will be assigned to the Owner, on which Developer will construct the Project; and

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

WHEREAS, Pursuant to Resolution 24-CDC-16 adopted by the Community Development Commission of the City of Chicago (the "Commission") on May 14, 2023, the Commission has recommended that the Developer be designated as the developer for the Project and that the Department of Planning and Development be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Developer for the Project; now, therefore,

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

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

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

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

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Sections 2-44-080 through 2-44-105 of the Municipal Code shall not apply to the Property or the Project.

SECTION 5. This ordinance shall be in full force and effect upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Oak-Larrabee Redevelopment Agreement.

This Oak-Larrabee, LLC Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 20__, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD") and Oak-Larrabee, LLC, an Illinois limited liability company (the "Owner"), and CHA Community Support Corporation, an Illinois not-for-profit corporation ("CHA CSC"). The Owner and CHA CSC may collectively be referred to hereinafter as the "Developer Parties" or individually as a "Developer Party".

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, in accordance with the provisions of the Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Near North redevelopment project area (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area" (the "Redevelopment Area Ordinance"); and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (the "TIF Adoption Ordinance" and collectively with the Redevelopment Plan and the Redevelopment Area Ordinance, the "TIF Ordinances"). The TIF Ordinances were adopted on July 30, 1997 and subsequently amended on April 24, 2020, and on October 14, 2021, and published in the Journal of the Proceedings of the City Council (the "Journal") for such respective dates.

D. The Project: CHA CSC intends to acquire from the Chicago Housing Authority ("CHA"), as landlord, a leasehold interest of that certain property located wholly within the

Redevelopment Area and commonly known as 955 North Larrabee Street, Chicago, Illinois and legally described on Exhibit A (the "Property") and subsequently assign such leasehold interest in the Property to Owner, and Owner shall assume such leasehold interest, and within the time frames set forth in Section 3.01 hereof, Owner shall commence and complete construction of a single, seven-story residential building with approximately seventy-eight (78) residential units, including approximately ten (10) studio units, approximately twenty-seven (27) one-bedroom units, approximately thirty-five (35) two-bedroom units, and approximately six (6) three-bedroom units for market rate, low-income, very low-income and extremely low-income families, along with a community space, an outdoor space, approximately 39 indoor parking spaces, and approximately 45 indoor bicycle spaces (the "Facility"). The "Project" means the Facility and related improvements, including but not limited to the TIF-Funded Improvements (as defined below and set forth on Exhibit B). The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Redevelopment Plan.

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents	**List of Exhibits**
1. Recitals, Headings and Exhibits	A *Legal Description of the Property
2. Definitions	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)
3. The Project	
4. Financing	
5. Conditions Precedent	C Requisition Form
6. Agreements with Contractors	
7. Completion of Construction or Rehabilitation	(An asterisk (*) indicates which exhibits are to be recorded.)
8. Covenants/Representations/Warranties of Developer Parties	
9. Covenants/Representations/Warranties of the City	

10. Developer Parties' Employment Obligations 11. Environmental Matters 12. Insurance 13. Indemnification 14. Maintaining Records/Right to Inspect 15. Defaults and Remedies 16. Mortgaging of the Project 17. Notice 18. Miscellaneous	

SECTION 2. DEFINITIONS

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

"Act" is defined in the Recitals.

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

"Annual Compliance Report" means a signed report from Owner to the City (a) itemizing each of Developer Parties' obligations under this Agreement during the preceding calendar year, (b) certifying Developer Parties' compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer Parties are not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) compliance with Jobs Creation (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence of compliance with the Sustainable Development Policy (Section 7.01); 7) Compliance with the Affordability Requirements (Section 8.20); (8) delivery of a jobs report for each employee detailing the employee's status as a full-time or part-time employee or subcontractor, the ZIP code for each employee's primary residency, the employee's total employment tenure measured in months, the employee's wages above or below the "Living Wage" rate as defined for that year and progress toward completing the local hiring requirements; and (9) compliance with all other executory provisions of this Agreement.

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

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

"CHA Units" shall mean the approximately 37 residential units in the Project which shall be leased to eligible CHA residents by the Owner.

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

"CIBC" means CIBC Bank USA, a state chartered bank, and its successors and assigns.

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

"City Council" is defined in the Recitals.

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

"City Regulatory Agreement" means that certain Donations Tax Credit Regulatory Agreement entered into on the Closing Date by Owner, CHA CSC, and the City.

"Closing Date" means the date of execution and delivery of this Agreement by all parties to this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement, and shall not be later than 180 days following the date of City Council's approval of the Project Ordinance or such other date acceptable to the commissioner of DOH, in their sole discretion.

"Collateral Assignment" shall mean a collateral assignment of the Owner's and CHA CSC's respective interests in this Agreement, such collateral assignment to be made by Owner and/or CHA CSC to secure Lender Financing, in form and substance acceptable to the City in its sole discretion; provided, such collateral assignment cannot be exercised until the lender provides the certification required by Section 18.14 hereof and the assignee assumes all of the obligations of the Owner and CHA CSC under this Agreement.

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

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

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

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

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

"Davis Bacon Act" shall mean the Davis Bacon Act (40 U.S.C. Section 3141 et seq.).

"Developer Parties" means, collectively, the Owner and CHA CSC; "Developer Party" means any one of the Developer Parties.

"DOH" means the City's Department of Housing.

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

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

"Employment Plan" is defined in Section 5.12.

"Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago; the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

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

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

"Event of Default" is defined in Section 15.

"Existing Materials" shall mean the Hazardous Materials and other environmental conditions described in any SRP reports existing on the Property prior to or as of the Closing Date.

"Facility" is defined in the Recitals.

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

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

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

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

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

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

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"IHDA" means the Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, ILCS 3801/1 et seq., as amended from time to time.

"In Balance" is defined in Section 4.07.

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

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

"Investor Member" means Hudson Oak Larrabee LLC, a Delaware limited liability company, and its successors and assigns, or another entity acceptable to the City, in its sole discretion.

"Lender Financing" means funds borrowed by Owner from lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01.

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

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

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

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

"New Mortgage" is defined in Article 16.

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

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Permitted Liens" means (i) mortgages against the Property and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, (ii) leases of portions of the Property entered into after the date hereof in Developer Parties' ordinary course of business, if any, and (iii) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

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

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

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

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

"Prior Obligations" means Incremental Taxes pledged or committed by the City to pay for the following projects: [LIST TO BE INSERTED PRIOR TO THE CLOSING DATE].

"Project" is defined in the Recitals.

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

"Project Ordinance" means the ordinance adopted by City Council on _____, 2024 and published in the Journal for such date at pages _____ - _____.

"Property" is defined in the Recitals.

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

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

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

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

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

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities taken to obtain a Final Comprehensive Residential NFR Letter.

"Requisition Form" means the document, in the form attached as Exhibit C, to be delivered by Developer Parties to DPD pursuant to Section 4.04 of this Agreement.

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

"SRP" means the IEPA's Site Remediation Program, as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58, et seq., and the regulations promulgated thereunder.

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

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

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

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

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the tenth anniversary of the issuance of the Certificate.

"TIF Adoption Ordinance" is defined in the Recitals.

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

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

"TIF-Funded Improvements" means those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" is defined in the Recitals.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a leasehold title insurance policy in the most recently revised ALTA or equivalent form, showing Owner as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in a form acceptable to the

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

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Owner shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations in the Facility no later than 36 months after the Closing Date.

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

3.03 Project Budget. Owner has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than $52,884,649. Owner hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Owner shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer Parties to DPD's Construction and Compliance division for DPD's prior written approval. Provided that a complete submission has been made as indicated above, DPD will use reasonable efforts to expeditiously review all submitted Change Order documentation and issue written determinations. Developer Parties 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 Parties of DPD's written approval. The Construction Contract, and each

contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer Parties.

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

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

3.07 Progress Reports and Survey Updates. After the Closing Date, Owner shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Owner shall provide an updated Survey to DPD if requested by DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

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

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

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

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

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

SECTION 4. FINANCING

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

Equity	
Low Income Housing Tax Credit Equity	$13,573,643
Illinois Affordable Housing Tax Credit Equity	$1,935,906*
COVID Affordable Housing Grant Proceeds	$2,300,000**
Deferred Developer Fee	$625,000
Managing Member Equity	$100
CHA CSC Donation	$10,000
Lender Financing	
IHDA Permanent Loan	$6,270,000
Seller's Note	$3,280,000****
CHA Loan Funds	$10,890,000
City TIF Funds	$14,000,000
Estimated Total	$52,884,649***

* It is anticipated that these funds will be loaned to Owner by CHA.
** It is anticipated that these funds will be loaned to Owner by CHA CSC.
***CIBC will provide a construction loan in the approximate amount $16,800,000, or such other amount acceptable to the City (the "CIBC Loan"), that is expected to be repaid from a combination of Low Income Housing Tax Credit Equity, TIF Funds, the IHDA Permanent Loan and the COVID Affordable Housing Grant Proceeds.
**** It is anticipated that a revised appraisal will be acquired which will determine the restricted value of the Property. Upon receipt of the restricted value of the appraisal, the Seller's Note will be revised to reflect that value.

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

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

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse Developer Parties for costs of TIF-Funded Improvements that constitute Redevelopment Project Costs. Exhibit B sets forth, by line item, the TIF-Funded Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item in Exhibit B (subject to Sections 4.03(b) and 4.05(b)), contingent upon the City receiving documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. CHA CSC shall be required to lend any City Funds granted to CHA CSC to Owner to pay for or reimburse Owner for the costs of TIF-Funded Improvements.

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

Source of City Funds	Maximum Amount
Incremental Taxes	$14,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed $14,000,000; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

Developer Parties acknowledge and agree that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $14,000,000 is contingent upon the fulfillment of the condition set forth in this subsection. If such condition is not fulfilled, the amount of Equity to be contributed by Developer Parties pursuant to Section 4.01 shall increase proportionately.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.08, and Section 5 hereof, the City shall disburse the City Funds in four (4) payments as follows:

(i) $4,666,666 upon the completion of 33% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(ii) $4,666,666 upon the completion of 66% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation;

(iii) $2,333,333 upon the completion of 100% of the construction of the Project, confirmed via letter from Developer Parties and architect and as certified to the City in a Requisition Form with required supporting documentation; and

(iv) $2,333,335 upon issuance of Certificate.

The Developer Parties hereby appoint the Owner as the agent for all the Developer Parties for the purpose of executing Requisition Forms and other certifications required to be delivered to the City pursuant to this Agreement and providing support documentation in connection with requests for disbursement of City Funds hereunder.

The City and Developer Parties acknowledge that the proceeds of the CIBC Loan referenced in Section 4.01 above will be used to bridge the City Funds and that certain installments of the City Funds will be applied to the partial repayment of the foregoing CIBC Loan. CHA CSC, as the recipient of the City Funds and as lender thereof to Owner, and Owner, as the borrower of such City Funds from CHA CSC, hereby direct and agree that the City shall disburse the amounts to be paid by the City pursuant to Section 4.03(c)(iii)-(iv) directly to a subaccount established pursuant to the Escrow Agreement for the partial repayment of the CIBC Loan. Notwithstanding the foregoing, the disbursement of City Funds pursuant to Section 4.03(c)(iv) may be remitted directly to CIBC upon receipt by the City of a letter of direction to that effect from the Developer Parties.

4.04 Requisition Form. Developer Parties shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form. Developer Parties shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date. If Developer Parties incur and pay Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing Developer Parties are required to demonstrate before the Closing Date, then Developer Parties shall provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer Parties under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer Parties but shall reduce the amount of Equity and/or Lender Financing Developer Parties are required to contribute under Section 4.01.

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

(c) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DPD, being prohibited; provided, however, that such transfers among line items, in an amount not to exceed $50,000 or $250,000 in the aggregate, may be made without the prior written consent of DPD.

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

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

(a) the total amount of the disbursement request represents the actual amount payable to (or paid to) the General Contractor and/or subcontractors who have performed work on the Project, and/or their payees, and/or the architect for the inspections performed in monitoring the construction of the Project;

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

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

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

(e) Developer Parties have received no notice and has no knowledge of any liens or claim of lien either filed or threatened against the Property except for the Permitted Liens;

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

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

The City shall have the right, in its discretion, to require Developer Parties to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer Parties. In addition, Developer Parties shall have satisfied all

other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

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

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

5.04 Financing. Owner has furnished proof reasonably acceptable to the City that Developer Parties have Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer Parties have furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer Parties to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project. If the City is not a party to the Escrow Agreement, then Developer Parties have delivered to DPD a copy of the Escrow Agreement. Any liens against the Property existing at the Closing Date have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at Owner's expense, with the Cook County Clerk's Office. The City agrees to a Collateral Assignment in connection with Lender Financing, if required by a lender providing such Lender Financing.

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

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

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

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

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

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

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

5.11 Financial Statements. Owner and CHA CSC have provided Financial Statements to DPD for its most recent fiscal year and audited or unaudited interim financial statements.

5.12 Documentation; Employment Plan. Developer Parties have provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. If 15 or more permanent jobs, whether FTE or otherwise, will be created in connection with the Project, then at least thirty (30) days before the Closing Date, Developer Parties will have met with the Workforce Solutions division of DPD to review employment opportunities with Developer Parties after construction or rehabilitation work on the Project is completed.

5.13 Environmental. Developer Parties have provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer Parties have provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

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

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

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. DPD acknowledges that Owner has selected William A. Randolph, Inc. / JLL Construction, Inc., a Joint Venture, as the General Contractor for the Project. Owner shall cause the General Contractor to solicit, bids from qualified subcontractors eligible to do business with, and having an office located in, the City of Chicago, and if requested by DPD shall submit all bids received to DPD for its inspection and written approval. Developer Parties shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Copies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days after they are signed. Developer Parties shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

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

6.03 Performance and Payment Bonds. Before starting construction of any portion of the Project, Developer Parties shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of

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

6.04 Employment Opportunity. Developer Parties shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 ; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

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

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

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

The Developer Parties acknowledge and understand that the City will not issue the Certificate and pay out any portion of the City Funds conditioned on receipt of the Certificate, until the following conditions have been met:

(a) Evidence acceptable to DPD that the total Project cost equals or exceeds $52,884,649; and

(b) Evidence that Developer Parties have incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to $14,000,000); and

(c) Receipt of a Certificate of Occupancy for the Project or other evidence acceptable to DPD that the Developer Parties have complied with building permit requirements for the Project; and
(d) The Facility is open for operation and in the process of being marketed for lease to tenants in accordance with the affordability provisions of the City Regulatory Agreement; and
(e) Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer Parties are in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and
(f) Evidence acceptable to DPD that the Project has achieved 100 points on the City's Sustainable Development Policy; and
(g) There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction and/or rehabilitation of the Project, and upon its issuance, the City will certify that the terms of the Agreement specifically related to Developer Parties' obligation to complete such activities have been satisfied. After the Certificate is issued, however, all executory terms and conditions of this Agreement and all representations and covenants contained in this Agreement will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

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

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

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

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

Parties shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from Developer Parties.

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER PARTIES.

8.01 General. Each Developer Party represents, warrants, and covenants, as of the date of this Agreement as follows: Representations, warranties and covenants denoted (Owner only) or (CHA CSC only) shall be deemed to have been made only by the Owner or CHA CSC, as applicable; otherwise, they shall be deemed to apply to both. Each of the Developer Parties, as applicable, represent, warrant, and covenant, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder and throughout the Term of the Agreement, that:

(a) CHA CSC is an Illinois not-for-profit corporation, validly existing and in good standing (CHA CSC only);

(b) The execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate CHA CSC's Articles of Incorporation as amended and supplemented, its bylaws, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which CHA CSC is now a party or by which CHA CSC or any of its assets is now or may become bound (CHA CSC only); CHA CSC has the right, power and authority to enter into, execute, deliver and perform this Agreement (CHA CSC only);

(c) Owner (i) is an Illinois limited liability company duly organized in Illinois, (ii) has the right, power and authority to enter into, execute, deliver and perform this Agreement, and (iii) has been duly authorized to execute, deliver and perform its obligations under this Agreement, which execution, delivery and performance does not and will not violate its articles of organization 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 the Owner is now a party or by which it may become bound (Owner only);

(d) Owner has acquired and will maintain good and merchantable leasehold title, and fee simple title, as the case may be, to the property (and improvements) free and clear of all liens except for the Permitted Liens or Lender Financing, if any, as disclosed in the Project Budget (Owner only);

(e) Owner is now, and until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which Owner has no further economic interest in the Project, will remain solvent and able to pay its debts as they mature (Owner only);

(f) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to Owner's actual

knowledge threatened or affecting Owner which would impair its ability to perform under this Agreement (Owner only);

(g) Owner has or will acquire as necessary and will maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project (Owner only);

(h) Owner 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 Owner is a party or by which Owner or any of its assets is bound which would materially adversely affect its ability to comply with its obligations under this Agreement (Owner only);

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

(j) Prior to the issuance of the Certificate, Owner will not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose (directly or indirectly) of all or substantially all of its assets or any portion of the Property or the Project (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business or in accordance with Section 4.05 or as otherwise permitted hereunder; (3) enter into any transaction outside the ordinary course of Owner's business; (4) assume, guarantee, endorse or otherwise become liable in connection with the obligations of any other person or entity (except as required in connection with Lender Financing or tax credit equity investment for the Project); or (5) enter into any transaction that would cause a material and detrimental change to Owner's financial condition (Owner only);

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

(l) None of the Developer Parties have 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 Parties in violation of Chapter 2-156-120 of the Municipal Code of the City, as amended;

(m) None of the Developer Parties nor any affiliate of Developer Parties are listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially

Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(n) Developer Parties understand that (i) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the account of the TIF Fund designated for the Project; (ii) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (iii) Developer Parties will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (iv) the City Funds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

(o) Developer Parties have sufficient knowledge and experience in financial and business matters, including municipal projects and revenues of the kind represented by the City Funds, and has been supplied with access to information, including a list of the City's Prior Obligations, to be able to evaluate the risks associated with the receipt of City Funds;

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

(q) Developer Parties acknowledge that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise and shall have no liability with respect thereto.

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

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

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

8.05 Other Bonds. Developer Parties shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Redevelopment Area, the proceeds of which may be used to reimburse the City for expenditures made in connection with, or provide a source of funds for the payment for, the TIF-Funded Improvements; provided, however, that any such amendments shall not have a material adverse effect on Developer Parties or the Project; provided, further, that the proceeds of any bonds issued on a tax-exempt basis cannot be used as a source of City Funds. Developer Parties shall, at Developer Parties' expense, cooperate and provide reasonable assistance in connection with the marketing of any such bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect to such bonds.

8.06 Jobs Creation; Operating Covenant. Owner estimates that the Project will result in the creation of (i) approximately two (2) full-time equivalent permanent jobs (the "Permanent Jobs"), (ii) approximately one (1) part-time equivalent permanent jobs (the "Part-Time Jobs"), and (iii) during the construction of the Project, approximately one hundred (100) temporary full-time construction jobs (the "Construction Jobs," and collectively with the Permanent Jobs and the Part-Time Jobs, the "Jobs"). Throughout the Term of the Agreement, the Owner shall submit certified employment reports disclosing the number of Jobs at the Project to DPD and DOH as a part of the Owner's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of Jobs shall not constitute an Event of Default.

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

8.07 Employment Opportunity; Progress Reports. Developer Parties covenant and agree to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of the Agreement or require payment of the City resident shortfall amount so long as such Section 10 obligations are satisfied on an aggregate basis. Developer Parties shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Owner shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Owner shall correct any shortfall.

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

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

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

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, each of the Developer Parties represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or Developer Parties 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 Parties' business, the Property, or the Facility.

8.12 Disclosure of Interest. Developer Parties' counsels have no direct or indirect financial ownership interest in Developer Parties, the Property or any other aspect of the Project.

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

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

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

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

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

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

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

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

8.18 Recording and Filing. Owner shall cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements to this Agreement to be recorded and filed, at Owner's expense, against the Property on the date hereof in the Cook County Clerk's Office. Either this Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if this Agreement is not recorded first, a subordination agreement must to be prepared, executed and recorded. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

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

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

(x) Developer Parties shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer Parties contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge before the final determination of such proceedings; and/or

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

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

to pay any Governmental Charge, the City, in its sole discretion, may require Developer Parties to submit to the City audited Financial Statements at Developer Parties' own expense.

(c) Real Estate Taxes.

(i) Real Estate Tax Exemption. With respect to the Property or the Project, neither Owner, CHA CSC nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to each Developer Party shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect, except for participating in the Cook County Affordable Housing Special Assessment Program, the public housing abatement under 35 ILCS 200/18-177, and the LIHTC Valuation Program or obtaining any exemption for which the City has provided prior consent.

(ii) Covenants Running with the Leasehold Estate. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the leasehold estate and this Agreement shall be recorded by Developer Parties as a memorandum thereof, at Developer Parties' expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon Developer Parties and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. Developer Parties agree that any sale, lease, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer Parties, its successors or assigns, may waive and terminate Developer Parties' covenants and agreements set forth in this Section 8.19(c).

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

8.20 Affordability Requirements. (a) Affordable Units. Of the 78 units comprising the Project, 37 units (or 47% of the Project's units) shall be CHA Units, 17 units (or 22% of the Project's units) shall be non-CHA Units that are affordable to households at 80% AMI and below levels; and 24 units shall not have any affordability restrictions.

(b) CHA Units. The Developer Parties agree and covenant to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of that certain City Regulatory Agreement shall govern the terms of the Developer Parties' obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(i) During the term of the Declaration of Restrictive Covenants or other similar restrictive covenant document, the CHA Units shall be operated and maintained solely as residential rental housing;

(ii) All of the CHA Units shall be available for occupancy to and be occupied solely by Low Income Families (as defined below) upon initial occupancy;

(iii) All of the CHA Units have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income; and

(iv) As used in this Section 8.20, the following terms have the following meanings:

(A) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(B) "Low Income Families" shall mean Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD"), and thereafter such income limits shall apply to this definition.

(c) The covenants set forth in this Section 8.20 shall run with the leasehold estate and be binding upon any transferee.

(d) The City and the Owner may enter into a separate agreement to implement the provisions of this Section 8.20.

8.21 Annual Compliance Report. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Owner shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.22 Inspector General. It is the duty of Developer Parties 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 Parties' 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 Parties represent that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.23 Intentionally Omitted.

8.24. FOIA and Local Records Act Compliance.

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

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

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

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

8.26 Increment and Rate of Return Reporting. Developer Parties agree to report the increment projected to be created by the Project at the Closing Date. Developer Parties agree to report the increment to date created by the Project. Developer Parties agree to report the Project's rate of return. Rate of return report to be independently verified by a third party chosen by the City.

8.27 Job Readiness Program. Developer Parties and its major tenants, if applicable, shall undertake a job readiness program to work with the City, through the Mayor's Office of Workforce Development, to participate in job training programs to provide job applicants for the jobs created by the Project and the operation of Developer Parties' business on the Property.

8.28 In connection with that certain Indictment filed on June 13, 2024 in the Superior Court of New Jersey Law Division, Docket No. 24-06-00111-S (the "Indictment"), each of the Developer Parties represents, warrants, and covenants, as of the date of this Agreement and as of the date

of each disbursement of City Funds hereunder and throughout the Term of the Agreement, that none of the named defendants in the Indictment (i) is or will be an officer, director, manager, managing member, partner, general partner or limited partner of any Developer Party; (ii) owns or will own, directly or indirectly through one or more intermediate ownership entities, any ownership interest in any Developer Party; or (iii) controls or will control, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any Developer Party (the foregoing (i)-(iii) shall be hereinafter referred to as the "Restrictions"). Such Restrictions will no longer apply to a named defendant if the Indictment and any charges related to the Indictment are no longer pending and either (a) such defendant has not been convicted of any of the crimes alleged in the Indictment or any charges related to the Indictment or (b) such defendant has been acquitted of the crimes alleged in the Indictment or any charges related to the Indictment. Any default under this Section 8.28 shall constitute an Event of Default without notice or opportunity to cure.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER PARTIES' EMPLOYMENT OBLIGATIONS

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

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

addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02, subject to the cure rights under Section 15.03.

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

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

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

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

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

Upon 2 business days prior written notice, Owner, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Owner, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

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

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

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

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other

affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

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

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 10.03, during the course of the Project, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit B) shall be expended for contract participation by MBEs and by WBEs:

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

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

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

(d) Owner shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Owner or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a

description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining Owner's compliance with this MBE/WBE commitment. Owner shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Owner, on five Business Days' notice, to allow the City to review Owner's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, Owner shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

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

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

SECTION 11. ENVIRONMENTAL MATTERS

Owner hereby represents and warrants to the City that, except as provided in this Section 11 below, Owner will execute and complete all Remediation Work required to obtain A Final Comprehensive Residential NFR Letter and sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto, the Scope Drawings, Approved Plans and Specifications and all amendments thereto and the Redevelopment Plan.

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

The Owner provided the City with a Phase I ESA compliant with ASTM E-1527-21 for the Property prior to and conducted, or updated, within 180 days prior to the conveyance of the Property and a Phase II ESA.

The Phase I ESA identified Recognized Environmental Conditions ("RECs") and the Owner performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs.

The Phase II ESA identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Owner shall enroll the Property (or any portion thereof) in the IEPA SRP in order to obtain a Final Comprehensive Residential NFR Letter for the enrolled Property. The Owner acknowledges and agrees that it may not commence construction on the Property or commence any other activity on the Property that could interfere with the prompt start and completion of the RAP until the IEPA issues a RAP Approval Letter for the Property.

Upon receipt of the RAP Approval Letter for the Property, the Owner covenants and agrees to promptly complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Owner's estimate of the cost to perform the Remediation Work. The Owner shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Owner shall promptly transmit to the City copies of all environmental documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer Parties acknowledge and agree to not request a certificate of occupancy for the Project from the Department of Buildings until the IEPA has issued, and Developer Parties have recorded with the Cook County Clerk's Office and the City has approved, a Final Comprehensive Residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If Developer Parties fail to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to

the IEPA, unless the City agreed to extend such time period, then the City shall have the right to issue a notice of default of this Agreement against the Property.

Developer Parties acknowledge that, except in the case of information specifically designated by the Developer Parties to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys, IEPA SRP submittals, or similar environmental documents relating to the property publicly available, and Developer Parties consent to the City's publication of those documents.

The Owner must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter and must inform any subsequent owner and tenants of the Property to abide by the terms of the Final Comprehensive Residential NFR Letter.

SECTION 12. INSURANCE

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

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) All Risk Property

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

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

(v) All Risk /Builders Risk

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

(vi) Professional Liability

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

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

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

(c) Post Construction:

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

(d) Other Requirements:

Developer Parties must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of the Agreement. Developer Parties must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent before closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Developer Parties is not a waiver by the City of any requirements for Developer Parties to obtain and maintain the specified coverages. Developer Parties shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Developer Parties of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work and/or terminate agreement until proper evidence of insurance is provided.

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

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

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

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

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

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

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

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

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

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

SECTION 13. INDEMNIFICATION

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

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

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

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

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by a Developer Party, as applicable, hereunder (provided, however, the occurrence of an Event of Default by Owner shall not be deemed to constitute an Event of Default by CHA CSC and the occurrence of an Event of Default by CHA CSC shall not be deemed to constitute an Event of Default by Owner):

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

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

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

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

(e) the commencement of any proceedings in bankruptcy by or against a Developer Party or for the liquidation or reorganization of a Developer Party, or alleging that a Developer Party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of a Developer Party's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving a Developer Party; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

(i) the dissolution of Owner or CHA CSC;

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

(k) prior to the expiration of the Term of the Agreement, and except with respect to transfers of the Property to a mortgagee under a Permitted Mortgage or an Existing Mortgage, the sale or transfer of the Property or Project and/or all or substantially all of the ownership interests of Developer without the prior written consent of the City;

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

(m) Developer Parties fail to submit the Annual Compliance Report to the City within 60 days after each anniversary of the Closing Date during the Term of the Agreement as provided in Section 8.20.

For purposes of Section 15.01(i), a person with a material interest in a Developer Party shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of a Developer Party. The City hereby agrees that, in addition to the cure rights set out in Section 15.03 below, any cure of any default made or tendered by one or more of Owner's investor members or a Lender providing Lender Financing shall be deemed to be a cure by the Owner and/or Developer Parties and shall be accepted or rejected on the same basis as if made or tendered by Owner and/or Developer Parties.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer Parties are or shall be parties, suspend disbursement of City Funds, seek reimbursement of any City Funds paid and/or draw down up to the entire balance of the Letter of Credit, if any, as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained in this Agreement.

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

If an Event of Default attributable to CHA CSC's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against Owner. If an Event of Default attributable to Owner's acts or omissions occurs, in no event shall the City be entitled to exercise remedies against CHA CSC.

15.03 Curative Period. (a) In the event a Developer Party shall fail to perform a monetary covenant which it 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 the applicable party has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event a Developer Party shall fail to perform a non-monetary covenant which it 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 the applicable party 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,

the applicable party shall not be deemed to have committed an Event of Default under this Agreement if it has started to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

15.04 Right to Cure by Investor Member and Lenders other than CHA CSC. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement, the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the parties identified in Section 17 and the Investor Member and any lender providing Lender Financing, other than CHA CSC, shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

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

(ii) if the Event of Default is of a non-monetary nature, the cure is completed within 30 days after the later of: (a) the expiration of the cure period, if any, granted to Developer Parties with respect to such non-monetary default; or (b) receipt of such notice from the City; provided, however, that if such non-monetary default is not reasonably capable of being cured by the lenders or the Investor Member within such 30-day period, such period shall be extended for such reasonable period of time as may be necessary to cure such default, provided that the party seeking such cure must continue diligently to pursue such cure and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession.

SECTION 16. MORTGAGING OF THE PROJECT

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

(a) If a mortgagee or any other party shall succeed to Developer Parties' interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer Parties' interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer Parties for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such

party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the leasehold estate specified in Section 7.02.

(b) If any mortgagee shall succeed to Owner's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer Parties' interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer Parties for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer Parties" under this Agreement; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer Parties' interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer Parties which accrued before such party succeeded to the interest of Developer Parties under this Agreement, in which case Developer Parties shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer Parties' interest under this Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the leasehold estate.

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

SECTION 17. NOTICE

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

If to the City:	**If to a Developer Party:**
City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	Oak-Larrabee, LLC c/o Brinshore Development, L.L.C. 1603 Orrington, Suite 450 Evanston, Illinois 60201 Attention: Richard J. Sciortino And Oak-Larrabee, LLC c/o The Michaels Organizations P.O. Box 90708 Camden, New Jersey 08101 Attention: Mark Morgan
With Copies To:	With Copies To:

City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	CHA Community Support Corporation 60 E. Van Buren Street Chicago, Illinois 60605 Attention: President And to: Applegate & Thorne-Thomsen, P.C. 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 Attention: Nicole Jackson, Esq. Chicago Housing Authority Office of the General Counsel 60 E. Van Buren Street Chicago, Illinois 60605 And to: Hudson Oak Larrabee LLC Hudson SLP LLC c/o Hudson Housing Capital LLC 630 Fifth Avenue, 28th Floor New York, New York 10111 Attention: General Counsel Holland & Knight LLP 10 St. James Avenue, 12th Floor Boston, MA 02116 Attention: Dayna M. Hutchins, Esq.
If to CIBC:	CIBC Bank USA 120 S. LaSalle Street Chicago, Illinois 60603 Attn: Adam Rogers with a copy to: Charity & Associates, P.C. 20 N. Clark St., Suite 3300 Chicago, Illinois 60602 Attention: Elvin E. Charity

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

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

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

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer Parties 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 Parties from the City or any successor in interest or on any obligation under the terms of this Agreement.

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

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

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

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

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

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

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

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

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

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

18.14 Assignment. Developer Parties may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the prior written consent of the City. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of a lender holding Lender Financing. Any successor in interest to Developer Parties under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Each of the Developer Parties consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

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

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

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer Parties are required to provide notice under the WARN Act, Developer Parties 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 Parties have locations in the State. Failure by Developer Parties to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth in this Agreement.

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

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

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

direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer Parties hereby represent and warrant that, to the best of their knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

18.21 Faircloth-to-RAD Conversion. In connection with the anticipated conversion of certain residential housing units within the Project to RAD-assisted units through HUD's Faircloth-to-RAD program (the "RAD Conversion"), which is anticipated to occur after the completion of construction of the Project, the City and the Developer Parties intend to amend this Agreement and subordinate this Agreement to certain RAD-related regulatory agreements as may be required by HUD in connection with the RAD Conversion; provided that the terms of the such amendment and subordination will be in form and substance acceptable to the City in its sole discretion.

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

DEVELOPER PARTIES

OAK-LARRABEE, LLC, an
Illinois limited liability company

By: OAK-LARRABEE MANAGER, LLC,
an Illinois limited liability company,
its managing member

By: _____
Name: _____
Title: _____

CHA COMMUNITY SUPPORT CORPORATION,
an Illinois not-for-profit corporation,

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 Oak-Larrabee, LLC, an Illinois limited liability company ("Owner"), 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 Owner, as his/her free and voluntary act and as the free and voluntary act of Owner, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of CHA Community Support Corporation, an Illinois not-for-profit corporation ("CHA CSC"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of CHA CSC, as his/her free and voluntary act and as the free and voluntary act of CHA CSC, for the uses and purposes therein set forth.

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

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 _____, ____.

_____
Notary Public

My Commission Expires_____

(Sub)Exhibits "A", "B" and "C" referred to in this Oak-Larrabee Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Oak-Larrabee Redevelopment Agreement)

Legal Description Of The Property.

[Subject To Survey And Title Insurance]

Legal Description:

That part of Lots 1 through 5 in Block 17 of Roger's Subdivision of the northeast quarter of the southwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, and also Lots 5 and 6 in MacKubin's Subdivision in the southeast quarter of the southwest quarter of said Section 4, more particularly described as follows: beginning at the northwest corner of said Lot 1 in Block 17 in said Roger's Subdivision; thence north 88 degrees, 19 minutes, 49 seconds east along the north line of said Block 17 a distance of 127.12 feet to the west line of a 16-foot alley opened by ordinance recorded September 22, 1910 as Document Number 4630739; thence south 02 degrees, 11 minutes, 16 seconds east along said west line, 198.50 feet; thence south 88 degrees, 19 minutes, 49 seconds west 127.20 feet to the west line of said Lot 5 in said McKubin's Subdivision; thence north 02 degrees, 09 minutes, 59 seconds west along the west line of said Lots 5 and 6 in said MacKubin's Subdivision, and said Block 17 in Roger's Subdivision, 198.50 feet to the point of beginning, in Cook County, Illinois, said parcel containing 0.579 acres (25,240 square feet), more or less.

Property Address:

955 Larrabee Street
Chicago, Illinois 60610.

Property Identification Numbers ("PINs"):

17-04-324-001;

17-04-324-002;

17-04-324-003;

17-04-324-004;

17-04-324-007;

17-04-324-008;

17-04-324-009; and

17-04-324-010.

(Sub)Exhibit "B".
(To Oak-Larrabee Redevelopment Agreement)

Project Budgets.

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

Development Costs

Oak and Larrabee Phase I

Line Item	Amount	Enter Amount Here	Calculation Method	Per Unit
Building Cost	-	-	Amount	-
Land Cost	3,280,000	3,280,000.00	Amount	42,051
Refinance/ Loan Pay-Off	-	-	Amount	-
Carrying Costs	-	-	Amount	-
Transfer Stamps	25,000	25,000.00	Amount	321
Insurance	-	-	Amount	-
Security	-	-	Amount	-
Legal	-	-	Amount	-
Other Acquisition	-	-	Amount	-
Acquisition Costs Subtotal	**3,305,000**			**42,372**
Net Construction Costs	33,142,563	33,142,563.00	Amount	424,905
Surface Parking	-		Amount	-
Other Hard Costs'	-		Amount	-
General Conditions	1,988,554	0.06	% of Net CC	25,494
Overhead	662,851	0.02	% of Net CC	8,498
Profit	1,988,554	0.06	% of Net CC	25,494
Construction Costs Subtotal	**37,782,522**			**484,381**
Furniture, Fixtures, & Equip't	110,000	110,000.00	Amount	1,410
Building Permits	150,000	150,000.00	Amount	1,923
Bond Premium/ LOC Fees	316,646	316,646.00	Amount	4,060
Open Space Fees	100,000	100,000.00	Amount	1,282
Fencing	-	-	Amount	-
Landscaping	-		Amount	-
Parkways	-	-	Amount	-
Parking Pads	-	-	Amount	-
Site Preparation	-		Amount	-
Other Construction	-	-	Amount	-
Contingency	1,657,128	0.05	% of Net CC	21,245
Other Construction Subtotal	**2,333,774**			**29,920**
Streets	100,000	100,000.00	Amount	1,282
Electrical & Gas	200,000	200,000.00	Amount	2,564
Sidewalk	-	-	Amount	-
Public Parks & Landscaping	-	-	Amount	-
Sewer & Water	-		Amount	-
Other Infrastructure	300,000	300,000.00	Amount	3,846
Contingency	-	-	% of Net CC	-
Infrastructure Subtotal	**600,000**			**7,692**
Underground Storage Tanks	-	-	Amount	-
Soil Testing	150,000	150,000.00	Amount	1,923
Land Remediation	150,000	150,000.00	Amount	1,923
Lead Based Paint Removal	-	-	Amount	-
Asbestos Removal	-	-	Amount	-
Other Environmental	-	-	Amount	-
Contingency	15,000	0.05	% of Net CC	192
Environmental Subtotal	**315,000**			**4,038**
Construction	-	-	Amount	-
Contingency	-	0.10	% of Net CC	-
Legal	-		Amount	-
Accounting	-	-	Amount	-
Reserves	-	-	Amount	-
Consultants	-	-	Amount	-
Other Commercial	-	-	Amount	-
Commercial Subtotal	-			-
Architect - Design	1,251,900	1,251,900.00	Amount	16,050
Architect - Supervision	307,996	307,996.00	Amount	3,949
Engineering Fees	-	-	Amount	-
Blueprints & Reproductions	15,000	15,000.00	Amount	192
PNA Report	-	-	Amount	-
Permit Expediter	-	-	Amount	-
As-Is Plats & Surveys	40,000	40,000.00	Amount	513
Accountant - Tax Preparation	-		Amount	-
Accountant – 8609s	-		Amount	-
Accountant – General	40,000	40,000.00	Amount	513

Development Costs

Legal - Organizational	577,000	577,000.00	Amount	7,397
Legal - Syndication	-	-	Amount	-
Consultant - Historic	-	-	Amount	-
Consultant - Financial	-	-	Amount	-
Consultant – TIF	-	-	Amount	-
Appraisal	26,500	26,500.00	Amount	340
Market Study	15,000	15,000.00	Amount	192
Phase I Environ. Report	10,000	10,000.00	Amount	128
Phase II Environ. Report	40,000	40,000.00	Amount	513
Title & Recording Fees	65,000	65,000.00	Amount	833
Other Professional Fees	1,000	1,000.00	Amount	13
Professional Fees Subtotal	**2,389,356**			**30,633**
Tax Credit Issuer Fees	235,125	235,125.00	Amount	3,014
Application Fees	6,500	6,500.00	Amount	83
Construction Points	125,250	125,250.00	Amount	1,606
Perm Loan Points	62,700	62,700.00	Amount	804
Construction Inspection	65,000	65,000.00	Amount	833
Architect Fee	-	-	Amount	-
Lender Legal Fees	105,000	105,000.00	Amount	1,346
MIP	-	-	Amount	-
Bond – Rating Agency	-		Amount	-
Bond – Trustee	-		Amount	-
Bond – Underwriter	10,000	10,000.00	Amount	128
Bond – Underwriter's Counsel	47,500	47,500.00	Amount	609
Bond – Bond Counsel	-	-	Amount	-
Bond – Other	-	-	Amount	-
Construction Interest	1,650,000	1,650,000.00	Amount	21,154
Other Lender Fees	90,000	90,000.00	Amount	1,154
Lender Fees Subtotal	**2,397,075**			**30,732**
Liability Insurance	240,000	240,000.00	Amount	3,077
Hazard Insurance	-	-	Amount	-
Real Estate Taxes	15,000	15,000.00	Amount	192
Negative Operations	-	-	Amount	-
Other Construction Period	-		Amount	-
Construction Period Subtotal	**255,000**			**3,269**
Leasing Personnel	72,043	72,043.00	Amount	924
Advertising	-	-	Amount	-
Model Units	-	-	Amount	-
Other Marketing & Leasing	45,140	45,140.00	Amount	579
Marketing & Leasing Subtotal	**117,183**			**1,502**
Rent Differential	-	-	Amount	-
Personnel Expenses	-	-	Amount	-
Moving Expenses	-	-	Amount	-
Other Tenant Relocation	-	-	Amount	-
Tenant Relocation Subtotal	-			-
Developer Fee	1,875,000	1,875,000	Amount	24,038
Deferred Developer Fee	625,000	625,000.00	Amount	8,013
Construction Admin.	-	-	Amount	-
Salaries & Overhead	-	-	Amount	-
Other Developer Fee	-	-	Amount	-
Developer Fee Subtotal	**2,500,000**			**32,051**
Lease-Up Reserve	-		Amount	-
ACC Reserve	-	-	Amount	-
Insurance Reserve	133,088	133,088.00	Amount	1,706
Property Tax Reserve	30,910	30,910.00	Amount	396
Operating Reserve	648,913	648,913	Amount	8,319
Replacement Reserve	58,500	58,500.00	Amount	750
Other Reserves	18,288	18,288.00	Amount	234
Reserves Subtotal	**889,699**			**11,406**
Job Training & Placement	-	-	Amount	-
Day Care Services	-	-	Amount	-
Tenant Services	-	-	Amount	-
Other Tenant Services	-	-	Amount	-
Tenant Services Subtotal	-			-
Grand Total Dev Costs	**52,884,845**			**678,008**

Development Budget Oak and Larrabee Phase I		DATE:		*Non MKT Units Ratio* 69%	
	Calculation Method		**Amount**	**TIF Eligible Costs**	
Construction Costs					
Residential: New Construction			33,142,563	11,434,184	50% of hard costs for 69% non-mkt units
General Conditions			1,458,554	503,201	50% of hard costs for 69% non-mkt units
Overhead			662,851	228,684	50% of hard costs for 69% non-mkt units
Profit			1,988,554	686,051	50% of hard costs for 69% non-mkt units
				0	50% of hard costs for 69% non-mkt units
Subtotal			37,252,522	12,852,120	
Other Construction Period Costs					
Building Permits	Cost per SF		150,000	51,750	50% of permits for 6 43
Environmental Remediation	% of net constructior	2.00%	150,000	150,000	100% of Environmental Remediation
Environmental Contingency	% of net constructior	5.00%	15,000	15,000	100% of Environmental Remediation
Utility Relocation/Fees			200,000	69,000	50% of site costs for 69% non-mkt units
Misc. Municipal Permit Fees			100,000	34,500	50% of permits for 69% nonmkt units
Construction Contingency	Cost per SF		1,657,128	571,709	50% of hard costs for 69% nonmkt units
Subtotal			3,518,775	891,959	
Total Construction Budget	40,771,296	383.72			
Soft Costs					
Architecture Design			1,251,900	431,906	50% architecture 69% nonmkt
Architecture Supervision	% of total GC budget	5.00%	307,996	106,259	50% architecture 69% nonmkt
Phase II Environmental Report			50,000	50,000	100% of Environmental Remediation
Subtotal			2,750,552	588,164	
TOTAL			52,884,649	14,332,243	Eligible TIF

MBE/WBE Development Budget
Oak & Larrabee

		26% MBE	6% WBE
Hard Costs	ec t Tota l		
Residential Construction Costs	33,142,563	8,617,066	1,988,554
Contractor General Conditions	1,458,554	379,224	87,513
Contractor Overhead	662,851	172,341	39,771
Contractor Profit	1,988,554	517,024	119,313
Subtotal	37,252,522	9,685,656	2,235,151

(Sub)Exhibit "C".
(To Oak-Larrabee Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of _____, a _____ (the "Developer Parties"), hereby certifies that with respect to the _____ Redevelopment Agreement between Developer Parties and the City of Chicago dated _____, _____ (the "Agreement"):

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

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

$_____

C. Developer Parties request reimbursement for the following cost of TIF-Funded Improvements:

$_____

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

E. Developer Parties hereby certify to the City that, as of the date hereof:

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

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

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

[Developer Parties]

By: _____
Name

Title: _____

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

_____

My commission expires: _____

Agreed and Accepted:

_____
Name

Title: _____

City of Chicago, Department of Planning and Development

_____

DESIGNATION OF MUNICIPAL DEPOSITORIES FOR CITY OF CHICAGO AND CHICAGO BOARD OF EDUCATION FUNDS FOR FISCAL YEAR 2025.
[O2025-0014611]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the designation of municipal depositories for the City of Chicago and Chicago Board of Education for Fiscal Year 2025 (O2025-0014611), 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 February 10, 2025.

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

The following is said ordinance as passed:

WHEREAS, On September 20, 2024, the City Comptroller advertised for bids from national and state banks and federal and state savings and loan associations for interest upon the funds of the City of Chicago (the "City") and of the Chicago Board of Education (the "CBOE") to be deposited in banks and savings and loan associations, in accordance with Section 2-32-400 of the Municipal Code of Chicago (the "Code"); and

WHEREAS, The City Comptroller received bids from financial institutions seeking to be designated as municipal depositories (the "Bids"), and subsequently, determined that 15 bidders were eligible to be so designated; and

WHEREAS, Pursuant to Section 2-32-400 of the Code, the City Comptroller posted the Bids on its website as well as the City of Chicago Data Portal, except to the extent that the information to be published is redacted because it is exempted from disclosure by the Illinois Freedom of Information Act or any other applicable law; and

WHEREAS, Pursuant to Section 2-32-400 of the Code, prior to the meeting of the City Council of the City at which this ordinance was adopted, the Committee on Finance held a subject matter hearing to discuss the Bids, at which hearing no vote was taken; and

WHEREAS, Pursuant to Section 2-32-400 of the Code, the City Comptroller reported such Bids to the City Council no later than December 15, 2024, to the end that an award or awards may be made upon such Bids; now, therefore,

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

SECTION 1. The following national and state banks and federal and state savings and loan associations, pursuant to an advertisement required by the Code have applied to become municipal depositories of the City and of the CBOE for the purpose of holding and paying interest on municipal deposits, and each such financial institution has satisfactorily filed with the City Comptroller the information required by Article V of Chapter 2-32 of the Code:

Albany Bank & Trust Co N.A.;

Amalgamated Bank of Chicago;

American Metro Bank;

Bank of America, National Association;

BMO Bank National Association;

Citibank, N.A.;

Fifth Third Bank, National Association;

First Eagle Bank;

JPMorgan Chase Bank, N.A.;

Old National Bank;

PNC Bank, National Association;

The Huntington National Bank;

U.S. Bank National Association;

Wells Fargo Bank, N.A.; and

Wintrust Bank, N.A.

SECTION 2. The financial institutions listed in Section 1 are hereby designated as legal depositories for the City and the CBOE and the Treasurer of the City may deposit monies received by her in any of these institutions in accordance with Sections 2-32-470, 2-32-480 and 2-32-490 of the Code.

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

SECTION 4. This ordinance shall be effective from and after its passage and approval.

SETTLEMENT AGREEMENT REGARDING CASE OF *CREAMER V. CITY OF CHICAGO.*

[Or2025-0015316]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

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: *Creamer v. City of Chicago*, cited as Case Number 22-L-4463 (Circuit Court of Cook County) (Or2025-0015316), in the amount of $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 six dissenting votes made by Alderpersons Marty Quinn(13th Ward), Raymond Lopez (15th Ward), Christopher Taliaferro (29th Ward), Felix Cardona (31st Ward), Scott Waguespack (32nd Ward) and William Conway (34th Ward) on February 10, 2025.

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, Lee, Ramirez, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Cruz, Rodríguez-Sánchez, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 37.

Nays -- Alderpersons Chico, Quinn, Lopez, Tabares, Taliaferro, Cardona, Waguespack, Conway, Sposato, Napolitano, Reilly, Gardiner, Silverstein -- 13.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Creamer v. City of Chicago*, cited as Case Number 22-L-4463 (Circuit Court of Cook County), in the amount of $250,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *CERVANTES V. CITY OF CHICAGO.*

[Or2025-0015317]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

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: *Cervantes v. City of Chicago*, cited as Case Number 21 C 5852 (U.S. District Court for the Northern District of Illinois) (Or2025-0015317), in the amount of $690,000, 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 Raymond Lopez (15th Ward) on February 10, 2025.

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, 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 Lopez -- 1.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Cervantes v. City of Chicago*, cited as Case Number 21 C 5852 (U.S. District Court for the Northern District of Illinois), in the amount of $690,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *PELLEGRINO V. CITY OF CHICAGO.*

[Or2025-0015319]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

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: *Pellegrino v. City of Chicago*, cited as Case Number 21 L 7351 (Or2025-0015319), in the amount of $3,500,000, 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 Raymond Lopez (15th Ward) on February 10, 2025.

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, 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 Lopez -- 1.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Pellegrino v. City of Chicago*, cited as Case Number 21 L 7351, in the amount of $3,500,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *ELIZABETH GALIK, AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF ANGELA PARKS, DECEASED V. CITY OF CHICAGO.*

[Or2025-0015321]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

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: *Elizabeth Galik, as Independent Administrator of the Estate of Angela Parks, Deceased v. City of Chicago*, cited as Case Number 2021 L 003920 (Or2025-0015321), in the amount of $27,000,000 ($20,000,000 paid by the City and $7,000,000 paid by the City's insurance), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on February 10, 2025.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Elizabeth Galik, as Independent Administrator of the Estate of Angela Parks, Deceased v. City of Chicago*, cited as Case Number 2021 L 003920, in the amount of $27,000,000 ($20,000,000 paid by the City and $7,000,000 paid by the City's insurance).

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

[SOr2025-0015322]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

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 (Or2025-0015322), 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 February 10, 2025.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 24131 and 24132 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)									
GRIMES	TISA	15800 LEXINGTON AVE.	CHICAGO	IL	60426	02/03/2024	$375.00	DEPARTMENT OF REVENUE	4145 W. ARTHINGTON ST.
KARRI	SIDDHARTHA	1800 N. WOLCOTT AVE.	CHICAGO	IL	60622	02/16/2024	$950.00	Claimant	1800 N. WOLCOTT AVE.
MARGANAVICIUS	LINAS	2417 W. POPE JOHN PAUL II DR.	CHICAGO	IL	60632	07/17/2024	$450.00	Claimant	2417 W. POPE JOHN PAUL
ROSSO	DANIELE	3628 S WALLACE STREET	CHICAGO	IL	60609	07/09/2024	$314.21	Claimant	3455 S HALSTED STREET
	Number	Amount							
Total of Split Claims:	4	$2,089.21							
Claimant Type Desc: Vehicle(8)									
ALEKE	FRANCIS	4501 N KEDZIE AVE APT 3R	CHICAGO	IL	60625	06/13/2024	$60.00	Claimant	5805 W FOSTER AVE
BRENNER	RUSSELL	1717 W. SCHOOL ST.	CHICAGO	IL	60657	09/25/2024	$361.52	Claimant	2800 N. DUSABLE LAKE
CYRUS	KYLE	311 E. 113TH ST.	CHICAGO	IL	60628	08/21/2024	$244.00	DEPARTMENT OF REVENUE	1244 W. 51TH ST.
CYRUS	KYLE	311 E. 113TH ST.	CHICAGO	IL	60628	08/21/2024	$62.28	Claimant	1244 W. 51TH ST.
DOLAN	JARED	4336 N. DAYTON ST.	CHICAGO	IL	60613	10/18/2024	$582.30	Claimant	1800 W. IRVING PARK RD.
ELKINS	JASON	1432 EXECUTIVE LN.	GLENVIEW	IL	60026	10/20/2024	$156.38	Claimant	3033 W. TOUHY AVE.
GEICO	LYDIA R	ONE GEICO CENTER	MACON	GA	31296	11/28/2023	$1,083.20	Claimant	646 BUSSE HIGHWAY
GODUTO	LEONARD	267 LINCOLN COURT	WOOD DALE	IL	60191	07/13/2024	$76.00	Claimant	1550 W HARRISON STREET
GOODWIN	AMY	5673 N. ROGERS AVE.	CHICAGO	IL	60646	08/23/2024	$202.58	Claimant	5254 N. LIEB AVE.
GUZMAN JR.	HERIBERTO	4145 S. MAPLEWOOD AVE.	CHICAGO	IL	60632	05/16/2024	$169.50	Claimant	3350 S. WESTERN AVE.
HARVIE	LYN	1858 N. SEDGWICK	CHICAGO	IL	60614	09/24/2024	$681.05	Claimant	3000 N. DUSABLE LAKE
HAYDEN	JAMIE	24605 PATRIOT SQUARE DRIVE S.	PLAINFIELD	IL	60544	05/19/2024	$125.21	Claimant	5501 S. CICERO AVE.
IMBARRATO	JOSEPHINE	7756 W PETERSON AVE	CHICAGO	IL	60631	07/20/2024	$112.46	Claimant	6751 N OZANAM AVE
JENNINGS	COLLEEN	5024 N. NEW ENGLAND AVE.	CHICAGO	IL	60656	07/16/2024	$1,144.88	Claimant	5024 N. NEW ENGLAND
JENNINGS	COLLEEN	5024 N. NEW ENGLAND AVE.	CHICAGO	IL	60656	07/16/2024	$35.00	DEPARTMENT OF REVENUE	5024 N. NEW ENGLAND
JONES	DALE	9053 ELM CIRCLE	HICKORY HILLS	IL	60457	07/09/2024	$443.60	Claimant	3731 S. CALIFORNIA
KIDD	KAREN	421 CUSTER AVE.	EVANSTON	IL	60202	09/19/2024	$151.92	Claimant	2452 N. DUSABLE LAKE
KLEIN	CASEY	5200 N. SHERIDAN RD.	CHICAGO	IL	60640	10/19/2024	$103.08	Claimant	3110 W. TOUHY AVE.
LAPTHORNE	MAXWELL	3660 N. LAKE SHORE DRIVE	CHICAGO	IL	60613	09/19/2024	$145.26	Claimant	2297 N. DUSABLE LAKE
LAWRENCE	WOOKYUNG	5126 W. AGATITE AVE.	CHICAGO	IL	60630	02/03/2024	$152.42	Claimant	4440 N. LARAMIE AVE.
LI	TONGZHOU	415 HOWARD ST.	EVANSTON	IL	60202	09/07/2024	$202.50	Claimant	5200 N. DUSABLE LAKE

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
MATHEW	VERGHESE	195 NORTH HARBOR DR.	CHICAGO	IL	60601	04/05/2024	$437.18	Claimant	2978 N ASHLAND AVE.
METYCH	MICHELE	5343 S. NEENAH AVE.	CHICAGO	IL	60638	08/07/2024	$150.71	Claimant	5359 S. NEWCASTLE AVE.
MORELL	BRENNAN	805 N LASALLE DR APT 2309	CHICAGO	IL	60610	06/02/2024	$646.47	Claimant	1000 N LAKE SHORE DRIVE
PARKER	SHIRLEY	457 E. 91ST PLACE	CHICAGO	IL	60619	08/13/2024	$536.25	Claimant	8700 S. ASHLAND AVE.
POWELL	LAVERNE	9031 S. DOBSON AVE.	CHICAGO	IL	60619	09/19/2024	$90.00	Claimant	3180 N. DUSABLE LAKE
QUIST	JASON	4312 N. KENMORE AVE.	CHICAGO	IL	60613	09/24/2024	$589.06	Claimant	1600 N DUSABLE LAKE
ROSALES	RAMON	4438 N DOVER STREET 1ST FLOOR	CHICAGO	IL	60640	06/04/2024	$488.00	DEPARTMENT OF REVENUE	1951 N WESTERN AVE
ROSALES	RAMON	4438 N DOVER STREET 1ST FLOOR	CHICAGO	IL	60640	06/04/2024	$866.75	Claimant	1951 N WESTERN AVE
SANCHEZ	JADHIRA	2829 W. 25TH STREET	CHICAGO	IL	60623	08/26/2024	$157.21	Claimant	4125 - 4199 W. CERMAK RD
SCHACKLE	PAUL	19745 MULROY CIRCLE	TINLEY PARK	IL	60487	09/19/2024	$160.00	DEPARTMENT OF REVENUE	3300 DUSABLE LAKE
SCHACKLE	PAUL	19745 MULROY CIRCLE	TINLEY PARK	IL	60487	09/19/2024	$289.04	Claimant	3300 DUSABLE LAKE
TOLSKY	BENJAMIN	3148 TEMPLE LN.	WILMETTE	IL	60091	09/24/2024	$195.92	Claimant	1600 N. LAKE SHORE
TORRES	RAQUEL	3753 WEST MARQUETTE RD.	CHICAGO	IL	60629	04/20/2024	$175.33	Claimant	6433 S. PULASKI RD.
TREESE	MICHAEL	2623 S. PRINCETON AVE. #3S	CHICAGO	IL	60616	07/16/2024	$197.25	Claimant	2112 N. ASHLAND AVE.
USAA ASO	29003019-800	2929 N CENTRAL EXPWY SUITE 320	RICHARDSON	TX	75080	07/19/2023	$2,275.44	Claimant	55 W. ILLINOIS ST.
VELEV	DANIEL	4905 N. KIMBALL AVE #2FW	CHICAGO	IL	60625	07/05/2024	$160.70	Claimant	2849 W. MONTROSE AVE.
VERGHESE	MATHEW	195 NORTH HARBOR DR.	CHICAGO	IL	60601	05/14/2024	$174.02	Claimant	2200 W. DIVERSEY AVE.
WOODFORD-	ELLA	360 E. RANDOLPH	CHICAGO	IL	60601	09/20/2024	$171.44	DEPARTMENT OF REVENUE	1100 N. DUSABLE LAKE

	Number	Amount
Total of Split Claims:	39	$14,055.91

	Number	Amount
Total of Split Claims:	43	$16,145.12

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.
[SCL2025-0015323]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on September 19, 2023 and on subsequent dates, sundry claims for various refunds (CL2025-0015323), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes, on February 10, 2025.

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

[List of denied claimants printed on page 24134 of this *Journal*.]

City Of Chicago

Denied Claims by Claim Name

Denied Date: 02/19/2025

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
AMEN RA, SIMEON W		4/2/24 12:00 AM		2024370520	THE REPORTING COMMENDER DOES NOT AGREE THAT THIS
AROWOLO, ADEKUNLE		9/19/23 12:00 AM	01/15/2025	2023371174	STATUTE OF LIMITATIONS FOR FILING A CLAIM HAS EXPIRED
BITOON, JHON REY M.		12/11/24 12:00 AM	01/15/2025	2024371165	PER ACCIDENT/DAMAGE REPORT FROM CDOT EMPLOYEE
BUKURIJE, AKITI		11/30/24 12:00 AM	01/15/2025	2024371205	TORT LIABILITY
BURNETT, NATASHA		11/11/24 12:00 AM	01/15/2025	2024371192	CLAIM OVER $2,500. REFERRED TO CHICAGO CLAIMS UNIT.
CARTER, BETTIE		9/24/24 12:00 AM	12/13/2024	2024371146	PERMIT#: DOT1994239, MAT CONSTRUCTION LEASING, 4450 S.
CHARNOTA, MICHAEL G.		12/6/24 12:00 AM	01/15/2025	2024371183	3RD PARTY PERMIT# DOT1980069, BIGANE PAVING CO, 935 W.
CORTEZ SCOTT, NATALIA A.		12/7/24 12:00 AM	01/15/2025	2024371181	3RD PARTY PERMIT#: DOT2008206, COMED NORTH, 3 LINCOLN
DURDEN, JULIA A.		12/6/24 12:00 AM	01/15/2025	2024371195	3RD PARTY PERMIT# DOT2027173, LEVEL 3 COMMUNICATIONS
ECONOMY PREMIER ASSURANCE		11/3/23 12:00 AM	01/15/2025	2023371176	STATUTE OF LIMITATIONS FOR FILING A CLAIM HAS EXPIRED
FRANKLIN, ROBERT		9/14/24 12:00 AM	12/13/2024	2024371155	MAT CONSTRUCTIONS LEASING INC.,4450 S. MORGAN ST.,
GARRISON-ELMORE, JANIS R.		7/14/24 12:00 AM	01/15/2025	2024371189	CLAIM OVER $2,500. REFERRED TO CHICAGO CLAIMS UNIT.
GAZA, POLLY A.		11/18/24 12:00 AM	01/15/2025	2024371182	FOUND 3RD PARTY PERMIT# DOT1994795, BIGANE PAVING CO.,
GONZALEZ, MIGUEL		10/15/24 12:00 AM	12/13/2024	2024371147	TORT LIABILITY
HARTUNG, BRET A.		10/25/24 12:00 AM	01/15/2025	2024371188	OPEN AND OBVIOUS
HENSCHEL, DESTINY		11/12/24 12:00 AM	12/13/2024	2024371116	THE BUREAU OF TRAFFIC SERVICES HAS REVIEWED THE
ISHKIRAT, SIMOANE Q.		11/20/24 12:00 AM	01/15/2025	2024371170	TORT LIABILITY
JOHNSON, ADREANNA N.		7/16/24 12:00 AM	01/15/2025	2024371187	TORT LIABILITY
KOSZEWSKI, WALTER		11/9/23 12:00 AM	03/20/2024	2023370436	NO RESPONSE
LARUE, ALEXANDER K.		11/12/24 12:00 AM	01/15/2025	2024371184	OPEN AND OBVIOUS
LEON, WILLIAM W.		11/10/24 12:00 AM	01/15/2025	2024371190	CHICAGO TRANSIT AUTHORITY. PLEASE CONTACT: 312-681-
MORELL, BRENNAN P.		6/2/24 12:00 AM	01/15/2025	2024371203	DUPLICATE CLAIM# 2024371140
MURAD, MONA		5/8/24 12:00 AM	01/15/2025	2024371200	DUPLICATE CLAIM: 2024370931
NEENAN, PATRICK J.		12/11/24 12:00 AM	01/15/2025	2024371164	THE DEPARTMENT OF WATER MANAGEMENT HAS REVIEWED
PADILLA, NAYELI A.		3/4/24 12:00 AM	09/18/2024	2024370854	DENIED-TORT LIABILITY
PHILLIPS, KIANA		5/15/24 12:00 AM	10/09/2024	2024370938	TORT IMMUNITY APPLIES IN THIS CASE. WHEN AN OFFICER IS
PINNOCK, JILLIAN		8/7/24 12:00 AM	01/15/2025	2024371180	BIGANE PAVING CO. 935 W. CHESTNUT ST. STE. 100, CHICAGO,
PROGRESSIVE UNIVERSAL INS.		9/29/23 12:00 AM	01/15/2025	2023371198	STATUTE OF LIMITATIONS FOR FILING A CLAIM HAS EXPIRED.
RIVERA, JENNY MARIA		8/22/24 12:00 AM	01/15/2025	2024371201	CLAIM OVER $2,500. REFERRED TO CHICAGO CLAIMS UNIT.
ROJAS, MARIA S.		11/23/24 12:00 AM	01/15/2025	2024371166	PLEASE FILE WITH CHICAGO TRANSIT AUTHORITY
SIMING, NA		12/27/24 12:00 AM	01/15/2025	2024371171	PLEASE FILE WITH CHICAGO TRANSIT AUTHORITY, 312-681-
SIMON, BRIANNA J.		11/17/24 12:00 AM	01/15/2025	2024371193	OPEN AND OBVIOUS
SISAY, WASHIUN		5/22/24 12:00 AM	01/15/2025	2024371202	CTA, FILE CLAIM WITH CHICAGO TRANSIT AUTHORITY (312)
STATE FARM MUTUAL A/S/O		9/19/24 12:00 AM	01/15/2025	2024371173	DUPLICATE CLAIM NUMBERS: 2024370996 & 2024371066
VELEZ, ANNETTE		7/15/24 12:00 AM	01/15/2025	2024371204	CLAIM OVER $2,500. REFERRED TO CHICAGO CLAIMS UNIT.
WYNN, JERRY F.		8/7/24 12:00 AM	01/15/2025	2024371175	CLAIM OVER $2,500. REFERRED TO CHICAGO CLAIMS UNIT.

Placed On File -- ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT.

[F2025-0015324]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing a Charitable Solicitation on the Public Way (Tag Day) permit for Misericordia Foundation, citywide, from April 23, 2025 through April 26, 2025 (F2025-015324), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* 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 February 10, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Placed on File.*

Placed On File -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF JANUARY 2025.

[F2025-0015315]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was submitted a communication transmitting reports of cases in which verdicts, judgments or settlements were entered into for the

month of January 2025 (F2025-0015315), 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 February 10, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Action Deferred -- ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE IMPROVEMENTS TO PUBLIC RIGHTS-OF-WAY, INFRASTRUCTURE AND TRANSPORTATION, LOANS AND GRANTS, ACQUISITION OF PROPERTY, CONSTRUCTION AND MAINTENANCE OF PUBLIC BUILDINGS, ECONOMIC PROGRAMS, AND LEAD SERVICE LINE REPLACEMENTS.

[SO2025-0014841]

The Committee on Finance submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance authorizing the issuance of general obligation bonds to finance improvements to public rights-of-way, public infrastructure and transportation, loans and grants, acquisition of property, construction and maintenance of public buildings, economic programs and lead service line replacements (SO2025-0014841), having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with three dissenting votes made by Alderpersons Raymond Lopez (15th Ward), Brian Hopkins (2nd Ward) and William Conway (34th Ward) on February 10, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

Alderperson Conway moved to refer the proposed ordinance back to the Committee on Finance and requested a roll call vote.

Alderperson Dowell moved to lay on the table Alderperson Conway's motion to refer the ordinance to committee.

Alderperson Lopez stated that the Chair instructed the Clerk to open the vote on the motion to refer the ordinance back to committee and therefore Alderperson Dowell's motion was out of order.

The Chair stated that the vote on the motion to refer had not commenced and therefore the motion by Alderperson Dowell was appropriate.

Alderperson Lopez appealed the ruling from the Chair.

The Chair ruled that the motion by Alderperson Dowell was made prior to the commencement of a vote on the previous motion by Alderperson Conway and therefore the decision of the Chair stands.

Alderperson Dowell then renewed her motion to lay on the table Alderperson Conway's motion to refer the ordinance back to the Committee on Finance.

The Clerk called the roll and the motion to lay on the table *Prevailed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Ramirez, Gutiérrez, Coleman, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Rodríguez-Sánchez, Ramirez-Rosa, Mitts, Sposato, Vasquez, Knudsen, Clay, Martin, Manaa-Hoppenworth, Hadden -- 27.

Nays -- Alderpersons Hopkins, Beale, Chico, Lee, Quinn, Lopez, Moore, Curtis, O'Shea, Tabares, Scott, Taliaferro, Cruz, Cardona, Waguespack, Conway, Villegas, Nugent, Napolitano, Reilly, Lawson, Gardiner, Silverstein -- 23.

After debate on the matter, Alderperson Beale and Alderperson Lopez requested that the ordinance be *Deferred* and ordered published.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

WHEREAS, In accordance with the provisions of Section 6(a) of Article VII of the Constitution, the City may exercise any power and perform any function pertaining to its government and affairs, including the power to tax and the power to incur debt; and

WHEREAS, The City has determined that it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to implement a plan to provide for the financing of: (i) public right-of-way improvements in City neighborhoods, including street and alley construction and improvements, lighting improvements, sidewalk improvements and replacements, curb and gutter repairs and replacements and environmental remediation; (ii) infrastructure improvements to enhance the development of economic activity, including industrial street construction and improvements, streetscaping, median landscaping, telecommunications facilities or equipment, demolition of hazardous, vacant or dilapidated buildings that pose a threat to public safety and welfare, shoreline reconstruction, waterway improvements, water system improvements, sewer improvements, environmental improvements, riverbank stabilization, residential and commercial infrastructure redevelopment and improvements and railroad viaduct clearance improvements; (iii) transportation improvements (to City property and facilities and to property and facilities located within the City limits which are owned by other governmental entities), including street resurfacing, bridge and freight tunnel rehabilitation, viaduct rehabilitation, traffic signal modernization, new traffic signal installation, intersection safety improvements and transit facility improvements; (iv) loans or grants to assist individuals, not for profit organizations, or educational or cultural institutions, or for profit organizations, or to assist other municipal corporations, units of local government, school districts, the State or the United States of America; (v) the duly authorized acquisition of improved or unimproved real property within the City for municipal, industrial, commercial, recreational, community or residential purposes and the improvement or remediation of any such property; (vi) the acquisition of personal property, including, but not limited to, computer hardware and software, vehicles or other capital items useful or necessary for City purposes; (vii) constructing, equipping, altering, improving and repairing various municipal facilities and the sites thereof, including fire stations, police stations, libraries, parks, parkways, senior and health centers and other municipal facilities; (viii) programs to enhance economic development or improve the health, safety and welfare of City residents, including assisting

persons and entities with the acquisition, construction and/or rehabilitation of property for residential, commercial, recreational, community or industrial purposes; and (ix) lead service line replacement, including the replacement of the private portion of said lead service lines (the purposes described in clauses (i) through (ix) above being referred to herein as the "Purposes"); and

WHEREAS, The City has determined that it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to implement a plan to provide for the financing of the Purposes (the "Financing Plan"), in each case if and to the extent determined by the Mayor, the Chief Financial Officer of the City (the "Chief Financial Officer") or the City Comptroller of the City (the "City Comptroller") (an "Authorized Officer" as referred to herein being either the Chief Financial Officer or the City Comptroller); and

WHEREAS, The City has determined to finance the implementation of the Financing Plan through the issuance of its general obligation bonds (collectively, the "Bonds") as herein described; and

WHEREAS, Subject to the Debt Issuance Limitation (as hereinafter defined), the City has determined to issue and sell Bonds in the manner hereinafter authorized, in one or more series, in an aggregate principal amount not to exceed $830,000,000 to finance the costs of the Purposes, such borrowing being for proper public purposes and in the public interest, and the City, by virtue of its constitutional home rule powers and all laws applicable thereto, has the power to issue such Bonds; and

WHEREAS, Any series of the Bonds may be issued such that the interest thereon is either includible in ("Taxable Bonds") or excludable from ("Tax-Exempt Bonds") the gross income of their owners for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, It is desirable to authorize the issuance of the Bonds under and pursuant to one or more trust indentures between the City and a bond trustee substantially in the form authorized by Section 2.2(c) hereof, as each may from time to time be amended or supplemented in accordance with its provisions (each such trust indenture being hereinafter referred to as a "Trust Indenture"); and

WHEREAS, In connection with the issuance of the Bonds, it is desirable to authorize an Authorized Officer to appoint a bank or trust company to act as bond trustee under one or more Trust Indentures (each such bank or trust company acting in the capacity as bond trustee, bond registrar and paying agent under one or more Trust Indentures, together with any successor bank or trust company appointed by an Authorized Officer and acting in such capacity, being hereinafter referred to as a "Bond Trustee"); now, therefore,

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

Article I.

Authorization And Debt Issuance.

SECTION 1.1 Authorization. The City Council, after a public meeting heretofore held on this Ordinance by the Committee on Finance of the City Council (the "Finance Committee"), pursuant to proper notice and in accordance with the findings and recommendations of the Finance Committee, hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference. This Ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution. The City has determined that it is in the best interests of the inhabitants of the City and necessary for the welfare of the government and affairs of the City to implement the Financing Plan. The City has heretofore authorized, or may authorize in the future, the borrowing of money pursuant to one or more line of credit agreements to provide funds for interim financing for capital projects, including, but not limited to the Purposes, with such borrowing incurred by the City with the intention of being repaid by Bond proceeds (such borrowings being referred to as "Line of Credit Indebtedness"). Proceeds of any Line of Credit Indebtedness shall be referred to as "Line of Credit Proceeds".

Article II.

Authorization And Details Of General Obligation Bonds.

SECTION 2.1 Findings And Determinations. The City Council hereby finds and determines as follows:

(a) that the issuance of the Bonds to implement the Financing Plan is in the best interests of the City;

(b) that the City's ability to issue the Bonds from time to time without further action by the City Council at various times, in various principal amounts and with various interest rates and interest rate mechanisms, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing upon the most favorable terms available; and

(c) that authority is granted to the Mayor or an Authorized Officer to determine to sell one or more series of the Bonds, at one or more times, as and to the extent the Mayor or an Authorized Officer determines that such sale or sales is desirable and in the best interests of the City.

SECTION 2.2 Authorization Of Bonds And Trust Indentures.

(a) Bonds are hereby authorized to be issued in one or more series in an aggregate principal amount not to exceed $830,000,000 (the "Debt Issuance Limitation") for the purpose of implementing the Financing Plan which consists of: (A) financing all or a portion of the cost of the Purposes including therewith: (i) costs of issuance, including any underwriters' discount, origination fee or similar fee charged by any Purchasers (as hereinafter defined); (ii) capitalized interest on the Bonds; and (iii) credit enhancements (including, but not limited to, premiums for the purchase of policies of municipal bond insurance with respect to the Bonds); and (B) refinancing Line of Credit Indebtedness relating to interim financing for the Purposes.

(b) The Bonds may be issued from time to time in one or more series in an aggregate principal amount not exceeding the Debt Issuance Limitation, or such lesser amounts as may be determined by an Authorized Officer.

(c) The Bonds of each series may be issued pursuant to, and have such terms and provisions as are set forth in, a Trust Indenture between the City and a Bond Trustee substantially in the form attached as Exhibit A, which is incorporated in this Ordinance by this reference, but with such revisions in text as the Mayor or the Authorized Officer executing the same shall determine are necessary or desirable, the execution thereof, and any amendment thereto, by the Mayor or such Authorized Officer to evidence the City Council's approval of all such revisions. Such revisions may include, among other things: (i) revisions required in the case of the issuance of a series of Taxable Bonds; (ii) revisions required to accommodate the sale of the Bonds on a forward-delivery basis; (iii) revisions required to accommodate the sale of the Bonds to a Direct Purchaser (as hereinafter defined); and (iv) revisions required to reflect the issuance of the Bonds as Direct Purchase Bonds (as hereinafter defined). With respect to any series of Bonds issued pursuant to a Trust Indenture, in the event of any conflict between the provisions of this Ordinance and such Trust Indenture (including in the form of Bond attached thereto as an exhibit), the terms of such Trust Indenture shall be deemed to control. The Mayor or an Authorized Officer is authorized to enter into one or more of such Trust Indentures from time to time on behalf of the City.

(d) The Bonds will bear interest at fixed rates and pay interest as described below. Each series of Bonds shall be dated such date as shall be agreed upon by an Authorized Officer and the purchasers of such Bonds, shall be in fully registered form, shall be in such minimum denominations and integral multiples thereof as shall be agreed upon by an Authorized Officer and the purchasers of such Bonds (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered as determined by the applicable Bond Registrar (as hereinafter defined).

All or any portion of the Bonds may be issued and sold from time to time as a direct purchase (the "Direct Purchase Bonds") to a purchaser or purchasers other than the Underwriters (as hereinafter defined) (individually, a "Direct Purchaser" and collectively, the "Direct Purchasers"). The Direct Purchase Bonds shall be sold as provided in Section 2.18 hereof.

(e) Any series of the Bonds may be issued on a forward-delivery basis.

(f) The principal of the Bonds of each series shall become due and payable on or before 40 years after the date of issuance of such series. Each series of Bonds shall bear interest at a rate or rates not to exceed 12 percent per annum. Any portion of the Bonds may be issued as Taxable Bonds or Tax-Exempt Bonds as determined by an Authorized Officer to be beneficial to the City.

(g) Each Bond shall bear interest from the later of its date or the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest (computed upon the basis of a 360-day period of twelve 30-day months) being payable on the dates as shall be determined by an Authorized Officer at the time of the sale of each series of Bonds. Interest on each Bond shall be paid to the person in whose name such Bond is registered at the close of business on the 15th day of the month next preceding the interest payment date, by check or draft of the applicable Bond Registrar, or, at the option of any registered owner of $1,000,000 or more in aggregate principal amount of Bonds of a series, by wire transfer of immediately available funds to such bank in the continental United States of America as the registered owner of such Bonds shall request in writing to the applicable Bond Registrar.

The principal of the Bonds and any redemption premium shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the designated corporate trust office of the applicable Bond Registrar.

(h) Each of the Bonds shall be designated "General Obligation Bonds, Series ____" or shall have such other designations or descriptions as determined by an Authorized Officer to be necessary to properly identify and differentiate the Bonds at the time of the sale of the Bonds, and with such other additions, modifications or revisions as shall be determined to be necessary by an Authorized Officer at the time of the sale of such Bonds to reflect the calendar year of issuance of the Bonds, the order of sale of the Bonds, the specific series of the Bonds, whether the Bonds are being issued as Taxable Bonds or Tax-Exempt Bonds, whether the Bonds are Direct Purchase Bonds, the purposes for which the Bonds are being sold and any other authorized features of the Bonds determined by an Authorized Officer as desirable to be reflected in the title of the Bonds being issued and sold.

SECTION 2.3 Execution And Authentication.

(a) The seal of the City or a facsimile thereof shall be affixed to or printed on each of the Bonds, and the Bonds shall be executed by the manual or facsimile signature of the duly qualified and acting Mayor and attested by the manual or facsimile signature of the duly qualified and acting City Clerk of the City (the "City Clerk"), and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

(b) All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the applicable Bond Registrar or Bond Trustee as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the applicable Bond Registrar or Bond Trustee by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the applicable Bond Registrar or Bond Trustee if signed by an authorized officer of such Bond Registrar or Bond Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this Ordinance.

SECTION 2.4 Registration And Transfer.

(a) The City shall cause books (the "Bond Register") for the registration and for the transfer of each series of Bonds as provided in this Ordinance to be kept at the designated corporate trust office of a bank or trust company designated by an Authorized Officer, as the registrar for the City in connection with such series of Bonds (the "Bond Registrar"), which shall, with respect to a series of Bonds issued pursuant to a Trust Indenture, be the Bond Trustee for such series of Bonds. The City is authorized to prepare multiple Bond blanks executed by the Mayor and attested by the City Clerk for use in the transfer and exchange of Bonds.

(b) Upon surrender for transfer of any Bond at the designated corporate trust office of the applicable Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to such Bond Registrar and duly executed by the registered owner or its attorney duly authorized in writing, the City shall execute and such Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees one or more fully registered Bonds of the same series, interest rate and maturity of authorized denominations, for a like principal amount. Any Bond or Bonds may be exchanged at said office of the applicable Bond Registrar for a like aggregate principal amount of Bonds of the same series, type, interest rate and maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the applicable Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; provided that the aggregate principal amount of Bonds of each series, maturity and interest rate authenticated by the applicable Bond Registrar or Bond Trustee shall not exceed the authorized principal amount of Bonds for such series, maturity and interest rate less previous retirements.

(c) The applicable Bond Registrar shall not be required to transfer or exchange: (i) any Bond after notice calling such Bond for redemption has been mailed; or (ii) any Bond during a period of 15 days next preceding mailing of a notice of redemption of such Bond; provided, however, that provisions relating to the transfer or exchange of Bonds of a series shall be as determined by an Authorized Officer at the time of the sale of such series and may be set forth in a notification of sale as described in Section 2.18(i) hereof (a "Notification of Sale").

(d) The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, redemption premium, if any, or interest on any Bond, as appropriate, shall be made only to or upon the order of the registered owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(e) No service charge shall be made for any transfer or exchange of Bonds, but the City or the applicable Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of the Bond surrendered for redemption.

SECTION 2.5 Book-Entry Only System. If so determined and directed by an Authorized Officer in connection with the sale of any of the Bonds, such Bonds may be issued in book entry only form. In connection with the issuance of Bonds in book entry only form, an Authorized Officer is authorized to execute and deliver to the book entry depository selected by such Authorized Officer such depository's standard form of representation letter. If any of the Bonds are registered in the name of a securities depository which uses a book entry system, the standing of the beneficial owner to enforce any of the covenants herein may be established through the books and records of such securities depository or a participant therein.

SECTION 2.6 Replacement Of Bonds. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the applicable Bond Registrar may authenticate a new Bond of like series, date, maturity date, interest rate, denomination and principal amount and bearing a number not contemporaneously outstanding; provided that: (i) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the applicable Bond Registrar; and (ii) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the applicable Bond Registrar evidence of such loss or destruction, together with indemnification of the City and such Bond Registrar, satisfactory to such Bond Registrar. If any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the applicable Bond Registrar shall pay the same without surrender thereof if there shall be first furnished to such Bond Registrar evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Bond, the applicable Bond Registrar may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

SECTION 2.7 Redemption And Repurchase.

(a) The Bonds may be made subject to redemption prior to maturity at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of Bonds being redeemed to be redeemed) not to exceed 120 percent, plus, accrued interest to the date of redemption, as determined by an Authorized Officer at the time of the sale thereof.

(b) Notwithstanding the foregoing, such 120 percent limitation on the redemption price of Bonds shall not apply where the redemption price is based upon a formula designed to compensate the owner of the Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "Make-Whole Redemption Price"). At the time of sale of the Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price, which may vary depending on whether the Bonds are issued as Taxable Bonds or Tax Exempt Bonds. An Authorized Officer shall confirm and transmit the applicable Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

(c) If fewer than all of the outstanding Bonds of a series are to be optionally redeemed, the Bonds to be called shall be called from such maturities and interest rates of such series as may be determined by an Authorized Officer.

(d) Certain of the Bonds of a series may be made subject to mandatory redemption, at par and accrued interest to the date fixed for redemption, as determined by an Authorized Officer at the time of the sale thereof.

(e) An Authorized Officer is authorized to sell (at a price determined by such Authorized Officer to be in the best interests of the City) or waive any right the City may have to call any of the Bonds for optional redemption, in whole or in part, and is further authorized to expend the proceeds of any such sales for any purpose for which the proceeds of the Bonds are authorized to be expended and for the payment or prepayment of any City debt obligations whether issued before or after the date of adoption of this Ordinance, all as determined by an Authorized Officer; provided however, to the extent that interest on such Bonds is excluded from gross income for federal income tax purposes, such expenditures shall not adversely affect such exclusion. If determined to be necessary or appropriate, an Authorized Officer is authorized to solicit the consent of holders of outstanding Bonds to any such sale or waiver.

(f) At the time of sale of Bonds of a series, an Authorized Officer is authorized to determine the manner of redeeming such Bonds, either by lot in the manner hereinafter provided or pro rata in the manner determined by an Authorized Officer at the time of sale, if less than all of the Bonds of the same series, maturity and interest rate are to be redeemed.

(g) The Bonds shall be redeemed only in amounts equal to the respective minimum authorized denominations and integral multiples thereof. In the event of the redemption of fewer than all the Bonds of the same series, maturity and interest rate by lot, the aggregate principal amount thereof to be redeemed shall be the minimum authorized denomination for such series or an integral multiple thereof, and the applicable Bond Registrar shall assign to each Bond of such series, maturity and interest rate, a distinctive number for each minimum authorized denomination of such Bond and shall select by lot from the numbers so assigned as many numbers as, at such minimum authorized denomination for each number, shall equal the principal amount of such Bonds to be redeemed. In such case, the Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal such minimum authorized denomination for each number assigned to it and so selected. In the event of the redemption of fewer than all Bonds of the same series, maturity and interest rate on a pro rata basis, if the Bonds are held in book entry form at the time of redemption, at the time of sale of the Bonds, an Authorized Officer is authorized to direct the Bond Registrar to instruct the book entry depository to select the specific Bonds within such maturity and interest rate for redemption pro rata among such Bonds. The City shall have no responsibility or obligation to ensure that the book entry depository properly selects such Bonds for redemption.

(h) An Authorized Officer shall, at least 45 days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the applicable Bond Registrar), notify the applicable Bond Registrar of such redemption date and of the principal amount of Bonds of such series to be redeemed.

(i) In connection with any mandatory redemption of Bonds of a series as authorized above, the principal amounts of Bonds of such series to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds of such series credited against future mandatory redemption requirements in such order of the mandatory redemption dates as an Authorized Officer may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date of Bonds of a series, the applicable Bond Registrar may, and if directed by an Authorized Officer shall, purchase Bonds of such series required to be retired on such mandatory redemption date at such prices as an Authorized Officer shall determine. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the payment required on such next mandatory redemption date with respect to such series of Bonds.

(j) The applicable Bond Registrar shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount and the interest rate thereof to be redeemed.

(k) Subject to the limitation on redemption price set forth above, the terms of such redemption shall be determined by an Authorized Officer at the time of sale of the Bonds of each series and may be set forth in a Notification of Sale.

SECTION 2.8 Notice Of Redemption.

(a) Unless waived by any owner of Bonds to be redeemed, notice of the call for any such redemption shall be given by the applicable Bond Registrar on behalf of the City by mailing the redemption notice by first class mail at least 20 days and not more than 60 days prior to the date fixed for redemption to the registered owner of the Bond or Bonds to be redeemed at the address shown on the applicable Bond Register or at such other address as is furnished in writing by such registered owner to such Bond Registrar, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. Any notice of redemption mailed as provided in this Section shall be conclusively presumed to have been given whether or not actually received by the addressee.

(b) All notices of redemption shall state:

(1) the series designation of the Bonds to be redeemed,

(2) the redemption date,

(3) the redemption price, or in the case of a redemption of Bonds at a Make-Whole Redemption Price, a description of the formula by which the redemption price shall be determined,

(4) if less than all outstanding Bonds of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts and interest rates) of the Bonds to be redeemed,

(5) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,

(6) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the designated corporate trust office of the applicable Bond Registrar, and

(7) such other information as shall be deemed necessary by the applicable Bond Registrar at the time such notice is given to comply with law, regulation or industry standard.

(c) With respect to an optional redemption of any series of Bonds, such notice may state that said redemption is conditioned upon the receipt by the applicable Bond Registrar on or prior to the date fixed for redemption of moneys sufficient to pay the redemption price of the Bonds of such series. If such moneys are not so received, such redemption notice shall be

of no force and effect, the City shall not redeem such Bonds and the applicable Bond Registrar shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for a series of Bonds, the City shall deposit with the applicable Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions thereof of such series which are to be redeemed on that date.

(d) Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price or unless, in the event of a conditional notice as described above, the necessary moneys were not deposited) such Bonds, or portions thereof, shall cease to bear or accrue interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the applicable Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of the same series, interest rate and maturity in the amount of the unpaid principal.

(e) If any Bond or portion thereof called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the applicable Bond Registrar and shall not be reissued.

(f) If any Bond is not presented for payment when the principal amount thereof becomes due, either at maturity or at a date fixed for redemption thereof or otherwise, and if moneys sufficient to pay such Bond are held by the applicable Bond Registrar for the benefit of the registered owner of such Bond, such Bond Registrar shall hold such moneys for the benefit of the registered owner of such Bond without liability to the registered owner for interest. The registered owner of such Bond thereafter shall be restricted exclusively to such funds for satisfaction of any claims relating to such Bond.

SECTION 2.9 Form Of Bonds. The Bonds of each series shall be prepared in substantially the following form with such insertions and revisions as shall be necessary to reflect the terms and provisions of the sale of the Bonds of such series pursuant to Section 2.18 hereof; provided that if the text of any Bond is to be printed in its entirety on the front side of such Bond, then the text shown or appearing on the reverse side of such Bond shall replace the second paragraph on the front side of the form of the Bond shown below and the legend, "See Reverse Side for Additional Provisions", shall be omitted.

All Bonds may be prepared with such insertions and revisions as shall be necessary in connection with the issuance of such Bonds as Direct Purchase Bonds or for the sale of such Bonds to a Direct Purchaser.

[Form Of Bond -- Front Side]

Registered
Number _____ $_____

United States Of America
State Of Illinois
City Of Chicago
General Obligation Bond
Series _____

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:
_____ percent	_____ 1, 20__	_____, 20__	_____

Registered Owner:

Principal Amount:

The City of Chicago (the "City") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on _____ of each year commencing _____ 1, 20__, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the designated corporate trust office of _____, Chicago, Illinois, as [bond trustee,] bond registrar and paying agent (the "Bond Registrar"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of $1,000,000 or more in aggregate principal amount of the Bonds, by wire transfer of immediately available funds to such bank in the continental United States of America as the Registered Owner hereof shall request in writing to the Bond Registrar.

Reference is made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, and have been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

In Witness Whereof, The City of Chicago by the City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signature of the Mayor and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)
Mayor,
City of Chicago

Attest:

(Facsimile Signature)
City Clerk,
City of Chicago

[Seal]

Date of Authentication: _____, ____.

Certificate Of Authentication.

This Bond is one of the Bonds described in the within mentioned Bond Ordinance and is one of the General Obligation Bonds, Series _____, of the City of Chicago.

By: (Manual Signature)
Authorized Officer

[Form Of Bond -- Reverse Side]
City Of Chicago
General Obligation Bond
Series _____

For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose (the "Pledged Taxes"), the full faith, credit and resources of the City are irrevocably pledged.

This Bond is one of a series of Bonds aggregating the principal amount of $_____ issued pursuant to the constitutional home rule powers of the City for the purposes of: (A) (i) paying costs of the Purposes described in the hereinafter-defined Bond Ordinance; (ii) capitalizing or funding such interest on the Bonds as may be necessary; (iii) paying costs of credit enhancements; and (iv) paying expenses incidental to the issuance of the Bonds; and (B) refinancing Line of Credit Indebtedness (as defined in the Bond Ordinance) relating to interim financing for any Purposes, and was authorized by an ordinance adopted by the City Council of the City on _____, 20__ (the "Bond Ordinance").

The Bonds maturing on or after _____, ____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____ 1, ____, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities and interest rates as shall be determined by the City and if less than all of the Bonds of a single maturity and the same interest rate are to be redeemed then [by lot] [pro-rata] within such maturity and interest rate in the manner hereinafter provided, the Bonds to be redeemed at the redemption prices (being expressed as a percentage of the principal amount) set forth below, plus accrued interest to the date of redemption:

Dates Of Redemption	Redemption Price

The Bonds maturing on _____, ____, are subject to mandatory redemption prior to maturity on _____ of the years ____ to ____, inclusive, and the Bonds maturing on _____, ____, are subject to mandatory redemption prior to maturity on _____ of the years ____ to ____, inclusive, in each case at par and accrued interest to the date fixed for redemption.

[Redemption by lot] In the event of the redemption of less than all the Bonds of like maturity and interest rate, the aggregate principal amount thereof to be redeemed shall be $___,000 or an integral multiple thereof, and the Bond Registrar shall assign to each Bond of such maturity and interest rate a distinctive number for each $___,000 principal amount of such

Bond and shall select by lot from the numbers so assigned as many numbers as, at $___,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal $___,000 for each number assigned to it and so selected.

[Redemption pro-rata] In the event of the redemption of less than all of the Bonds of like maturity and interest rate, the Bonds to be redeemed will be selected pro-rata in the manner determined pursuant to the Bond Ordinance.

Notice of any such redemption shall be sent by first class mail not less than 20 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; provided that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond shall cease to bear interest on the specified redemption date, provided that funds for redemption are on deposit at the place of payment at that time and shall not be deemed to be outstanding.

This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate, series and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) after notice calling this Bond for redemption has been mailed, or (B) during a period of 15 days next preceding mailing of a notice of redemption of this Bond.

The Bonds are issued in fully registered form in the denomination of $_____,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate, series and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(Assignment)

For Value Received, the undersigned sells, assigns and transfers unto _____

_____

(Name and Address of Assignee)

the within Bond and irrevocably constitutes and appoints _____
_____
_____
attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

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

SECTION 2.10 General Obligations. Each Bond shall be a direct and general obligation of the City for the payment of which (as to principal, interest and redemption premium, if any, as appropriate) the City pledges its full faith and credit. Each Bond shall be payable (as to principal, interest and redemption premium, if any, as appropriate) from any moneys, revenues, receipts, income, assets or funds of the City legally available for such purpose, including but not limited to the proceeds of the Pledged Taxes (as defined in Section 2.11 hereof), except as provided in Section 2.11 hereof. Repayment of one or more series of Bonds may be secured by repayments of loans funded by such Bonds, if determined by an Authorized Officer at the time of issuance of such Bonds to be in the best interests of the City. Each Authorized Officer is authorized to make such determinations.

SECTION 2.11 Tax Levy.

(a) For the purpose of providing the funds required to pay as the same become due: (i) the principal of and interest and redemption premium, if any, on the Bonds; and (ii) to the extent determined by an Authorized Officer to be necessary or desirable, periodic fees and expenses payable to parties involved in the provision of ongoing services relating to the Bonds, such as rating agencies and entities providing financial market information to be used in connection with the structuring and sale of the Bonds (the "Ongoing Financing Services"), there is hereby levied upon all of the taxable property within the City, in the years for which any of said Bonds are outstanding, a direct annual tax sufficient for that purpose, provided, however, that such levy shall not exceed $160,000,000 in any single levy year. Such levy for a series of the Bonds shall be fully set forth in one or more Notifications of Sale delivered in connection with the sale of such series of the Bonds; provided that collections of such levy for any year in an amount in excess of that necessary to make the payments described in clauses (i) and (ii), above (x) may be used for any lawful public purpose designated by the City Council or (y) may be reduced and abated by an Authorized Officer if such reduction is deemed desirable by an Authorized Officer in connection with the sale or sales of the Bonds, in each case as determined from time to time by an Authorized Officer as provided in Section 2.18 hereof.

(b) The tax levy made in this Section is not subject to the "Aggregate Levy" limitation contained in the Chicago Property Tax Limitation Ordinance contained in Chapter 3-92 of the Municipal Code of Chicago (the "Municipal Code"), and Section 3-92-020 of the Municipal Code is superseded to exclude the tax levy herein from the definition of "Aggregate Levy" contained therein.

(c) The term "Pledged Taxes" means the taxes hereinabove levied for collection for the purpose of providing the funds necessary to make the payments described in clauses (a)(i) and (ii) of this section, and also includes any amounts deposited into the hereinafter defined Bond Fund or deposited with the Ad Valorem Tax Escrow Agent (as defined in Section 2.13 hereof) by an Authorized Officer for the purpose of paying principal of and interest on the Bonds and any accrued interest received and deposited in the Bond Fund or the Ad Valorem Tax Escrow Account, if established pursuant to Section 2.13 hereof.

The City reserves the right to abate all or a portion of the Pledged Taxes required to be levied in any year if and to the extent on or before March 31 of the next succeeding calendar year (or such earlier date as may be required by law), the City has on hand amounts dedicated to the payments described in clause (i) of paragraph (a) of this section due during the one year period commencing on January 2 of such succeeding calendar year. The City may, but shall not be required to, cause the levy or extension in any year of taxes for the payment of the costs of Ongoing Financing Services.

SECTION 2.12 Continuing Appropriation. The City shall appropriate or otherwise provide amounts sufficient to pay principal of and interest on the Bonds for the years such amounts are due, and the City covenants to take timely action as required by law to carry out the provisions of this Section, but, if for any such year it fails to do so, this Ordinance shall constitute a continuing appropriation of such amounts without any further action on the part of the City Council.

SECTION 2.13 Bond Funds. Each Authorized Officer is authorized to establish one or more special accounts, if determined to be necessary in connection with the sale of any of the Bonds, separate and segregated from all other funds and accounts of the City (each a "Bond Fund"), which shall be: (i) held by an Authorized Officer; or (ii) maintained by a Bond Trustee pursuant to a Trust Indenture; or (iii) maintained with a bank or trust company to be designated by an Authorized Officer (each an "Ad Valorem Tax Escrow Account") pursuant to an escrow agreement (each an "Ad Valorem Tax Escrow Agreement"), between the City and the applicable Escrow Agent named therein (each an "Ad Valorem Tax Escrow Agent"), and each Authorized Officer is authorized to execute and deliver one or more Ad Valorem Tax Escrow Agreements in connection with the sale of the Bonds in such form as the officers so executing such agreement may deem appropriate in accordance with the provisions of this ordinance.

SECTION 2.14 Direct Deposit Of Pledged Taxes. In lieu of the proceeds of the Pledged Taxes being deposited with the City Treasurer of the City (the "City Treasurer"), each Authorized Officer is authorized to direct the County Collectors (the "County Collectors") of

The County of Cook, Illinois ("Cook County") and The County of DuPage, Illinois ("DuPage County") to deposit the proceeds of the Pledged Taxes directly into the Bond Fund held pursuant to the applicable Trust Indenture or the applicable Ad Valorem Tax Escrow Account, if such Trust Indenture has been executed and delivered or such Ad Valorem Tax Escrow Account has been created.

SECTION 2.15 Legally Available Funds. If the Pledged Taxes to be applied to the payment of the Bonds are not available in time to make any payments of principal of or interest on the Bonds when due, then an Authorized Officer is directed to make such payments from any other moneys, revenues, receipts, income, assets or funds of the City that are legally available for that purpose in advance of the collection of such Pledged Taxes, and when the proceeds thereof are received, such other funds shall be replenished, all to the end that the credit of the City may be preserved by the prompt payment of the principal of and interest on the Bonds as the same become due.

SECTION 2.16 Filing Of Ordinance And Notification Of Sale With County Clerks. A copy of this Ordinance, duly certified by the City Clerk, and a copy of each Notification of Sale shall be filed in the respective offices of the County Clerks of Cook County and DuPage County (the "County Clerks"), and such filing of each Notification of Sale shall constitute the authority for, and it shall be the duty of, the County Clerks to extend the taxes levied pursuant to Section 2.11 hereof for collection in such years as shall be indicated in each such Notification of Sale, such taxes to be in addition to and in excess of all other taxes heretofore or hereafter authorized to be levied by the City on its behalf.

SECTION 2.17 Additional Filings Of Ordinance. A copy of this Ordinance, duly certified by the City Clerk, shall also be filed with each applicable Bond Trustee, each applicable Ad Valorem Tax Escrow Agent, if any, each applicable Bond Registrar, and if the County Collectors are authorized to deposit the proceeds of the Pledged Taxes levied pursuant to Section 2.11 hereof directly with a Bond Trustee or an Ad Valorem Tax Escrow Agent pursuant to Section 2.14 hereof, with such County Collectors.

SECTION 2.18 Bond Sales.

(a) Each Authorized Officer is authorized to sell all or any portion of the Bonds from time to time: (i) to or at the direction of an underwriter or group of underwriters to be selected by such Authorized Officer (the "Underwriters"); or (ii) to or at the direction of a Direct Purchaser (the Underwriters and Direct Purchasers being collectively referred to herein as the "Purchasers"), on such terms as such Authorized Officer may deem to be in the best interests of the City within the limitations set forth in this Ordinance, with the concurrence of the Chairman of the Finance Committee.

(b) The principal amount of and the interest on the Bonds due in any levy year of each series and maturity in the aggregate (after taking into account: (i) interest on the Bonds of such series to be paid from proceeds of such series; and (ii) mandatory redemptions) shall not exceed the maximum annual levy amount specified in Section 2.11 hereof. The Bonds may be sold from time to time as an Authorized Officer shall determine that the proceeds of such sales are needed.

(c) Each Authorized Officer is authorized and directed to: (i) refinance any Line of Credit Indebtedness relating to interim financing of any Purposes by application of the proceeds of sale of the Bonds; and (ii) determine the amount of proceeds of the Bonds, if any, to be applied to such refinancing of Line of Credit Indebtedness.

(d) The Mayor or an Authorized Officer is authorized to execute and deliver a contract of purchase with respect to each sale of the Bonds to, or at the direction of, the Purchasers, in substantially the form previously used for similar general obligation bonds of the City (the "Contract of Purchase"), with appropriate revisions to reflect the terms and provisions of the Bonds and such other revisions in text as the Mayor or an Authorized Officer shall determine are necessary or desirable in connection with the sale of the Bonds, including, if applicable, customary provisions relating to the sale of all or a portion of the Bonds on a forward delivery basis if the Mayor or such Authorized Officer finds and determines that a forward delivery of such Bonds is in the best interest of the City. Bonds sold pursuant to a Contract of Purchase shall be sold at a price of not less than 85 percent of the principal amount of the Bonds being sold. The compensation paid to the Purchasers in connection with any sale of Bonds shall not exceed five percent of the principal amount of the Bonds being sold. Nothing contained in this Ordinance shall limit the sale of the Bonds or any maturity or maturities thereof at a price or prices in excess of the principal amount thereof.

(e) The Bonds may be sold as Direct Purchase Bonds in a manner and containing such terms authorized by an Authorized Officer, including pursuant to a placement agent arrangement, to one or more Direct Purchasers, such Direct Purchasers to be selected by an Authorized Officer and such sale being permitted at a price of not less than 85 percent of the principal amount of the Direct Purchase Bonds being sold. The compensation paid to any Direct Purchaser in connection with the sale of Bonds, including any origination fee, shall not exceed five percent of the principal amount of the Bonds being sold. The Mayor or an Authorized Officer is authorized to do all such things and to execute and deliver such additional documents, agreements and certificates as shall be necessary in connection with the sale of Direct Purchase Bonds. Furthermore, an Authorized Officer is authorized to: (i) negotiate the terms and provisions of such Direct Purchase Bonds in addition to or as an alternative to the terms and provisions of the Trust Indenture securing the applicable series of Bonds; and (ii) provide such certifications on behalf of the City as may be required by a Direct Purchaser.

(f) In connection with any sale of the Bonds, an Authorized Officer is authorized to obtain one or more policies of bond insurance from recognized bond insurers selected by an Authorized Officer, if such Authorized Officer determines such bond insurance to be desirable in connection with such sale of the Bonds. Either Authorized Officer may, on behalf of the City, make covenants with such bond insurer that are not inconsistent with the provisions of this Ordinance and are necessary to carry out the purposes of this Ordinance.

(g) Following the final sale of Bonds of all series under this Ordinance, the final Notification of Sale to the City Council described in paragraph (i) of this Section shall notify the City Council of the total of all taxes levied in each year pursuant to paragraph (a) of Section 2.11 hereof for all Bonds issued pursuant to this Ordinance.

(h) The preparation, use and distribution of a preliminary official statement, an official statement, a limited offering memorandum, a private placement memorandum, or any other disclosure document (each a "Disclosure Document" and collectively, the "Disclosure Documents") relating to each sale and issuance of any series of the Bonds are ratified and approved. The Mayor and each Authorized Officer are each authorized to execute and deliver a Disclosure Document relating to each sale and issuance of such series of the Bonds on behalf of the City. The Disclosure Documents herein authorized shall contain the terms and provisions of and security for the Bonds, the manner in which the Bonds shall be sold, the use of proceeds of the Bonds, financial information for the City, and such other information as the Mayor or an Authorized Officer determines to be advisable under the circumstances.

(i) In connection with the sale of any series of Bonds, an Authorized Officer shall file in the office of the City Clerk and, for any series of Bonds for which the Pledged Taxes will be levied, the County Clerks, a Notification of Sale directed to the City Council setting forth: (i) the series designation, the aggregate principal amount and authorized denominations of, maturity schedule and redemption provisions for such Bonds sold; (ii) the principal amounts and interest rates on such Bonds sold; (iii) information regarding the specific Line of Credit Indebtedness or any portion thereof to be refinanced with proceeds of Bonds; (iv) the identity of the insurer or insurers issuing the bond insurance policy or policies, if any, referred to in paragraph (f) of this Section; (v) the identity of the Bond Trustees, if any, selected for such Bonds; (vi) the identity of the applicable Bond Registrar, if any, selected by an Authorized Officer for such Bonds; (vii) the compensation paid to the Underwriters in connection with such sale; (viii) any origination fee or other fee required by a Direct Purchaser; (ix) the amount of Pledged Taxes levied pursuant to Section 2.11 with respect to the Bonds for each year during which the Bonds are outstanding; (x) whether repayment of such Bonds is secured by repayments of loans made from proceeds of such Bonds; and (xi) any other matter authorized by this Ordinance to be determined by an Authorized Officer at the time of the sale of the Bonds of each series.

(j) In connection with any sale of the Bonds, an Authorized Officer is authorized to execute and deliver one or more agreements of the City (each a "Continuing Disclosure Undertaking") to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934 ("Rule 15c2-12"). Upon its execution and delivery on behalf of the City as herein provided, each Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of each Continuing Disclosure Undertaking as executed. Each Authorized Officer is further authorized to amend each Continuing Disclosure Undertaking in accordance with its respective terms from time to time following its execution and delivery as that Authorized Officer shall deem necessary. In addition, an Authorized Officer is authorized to make all future filings with the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board or such other municipal securities information repository as shall be designated by the SEC, all in accordance with the provisions of Section (b)(5) of Rule 15c2-12. Notwithstanding any other provision of this Ordinance, the sole remedies for

any failure by the City to comply with any Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any applicable Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under such Continuing Disclosure Undertaking.

(k) The Bonds shall be duly prepared and executed in the form and manner provided herein and delivered to the Purchasers in accordance with the applicable terms of sale.

(l) The Mayor, each Authorized Officer, the City Treasurer and the City Clerk are each authorized to execute and deliver such other documents and agreements (including such contracts for goods, work and/or services, such intergovernmental agreements, such loan agreements or such grant agreements with residents, not for profit organizations, educational or cultural institutions or for profit organizations receiving proceeds of the Bonds, Line of Credit Proceeds or the Corporate Funds (as hereinafter defined) (Line of Credit Proceeds, Bond proceeds and Corporate Funds being collectively hereinafter referred to as "Authorized Funds") as an Authorized Officer shall deem necessary and appropriate) and perform such other acts prior to or following the issuance of the Line of Credit Indebtedness or Bonds as may be necessary or desirable in connection with the issuance of the Line of Credit Indebtedness or Bonds and any transactions contemplated herein related to the application of the Authorized Funds or collections or application of Pledged Taxes levied for the payment of the Bonds or other purposes hereunder, but subject to any limitations on or restrictions of such power or authority as herein set forth. Any such actions heretofore taken by the Mayor, an Authorized Officer, the City Treasurer or the City Clerk in accordance with the provisions hereof are ratified and approved. With respect to each grant or loan of Authorized Funds or with respect to each contract for goods, work and/or services paid from Authorized Funds, each Authorized Officer is authorized to designate in writing, with the written concurrence of the Budget Director of the City (the "Budget Director"): (i) one or more City departments or agencies to administer such grant or loan of Authorized Funds or contract for goods, work and/or services paid from Authorized Funds; and (ii) the head of the City department or agency who shall be authorized to execute a grant or loan agreement or contract for goods, work and/or services paid from Authorized Funds and such other documents, agreements or instruments as shall be deemed necessary or desirable by such City department or agency head. Upon any such written designation by an Authorized Officer with respect to a grant or loan of Authorized Funds or contracts for goods, work and/or services paid from Authorized Funds, such City department or agency shall be authorized to administer such grant or loan of Authorized Funds or contract for goods, work and/or services paid from Authorized Funds, and the head of such City department or agency shall be authorized to execute a grant agreement, loan agreement or contract for goods, work and/or services, as applicable, and such other documents, agreements or instruments as such official shall deem necessary or desirable. Each loan of Authorized Funds shall bear interest at a rate or rates not exceeding 15 percent per annum, shall have repayment terms not exceeding 40 years and shall have such other terms and conditions as the City official executing such loan agreement shall deem to be in the best interests of the City. With respect to each grant or loan of Authorized Funds and each contract for goods, work and/or services paid from Authorized Funds, the City official executing such grant agreement, loan agreement or contract, as applicable is authorized to: (i) select the grantee, the borrower or the contractor; and (ii) determine such other terms

and conditions (except as otherwise provided hereinabove) in the grant agreement, the loan agreement or the contract, as applicable, as the City official executing such loan agreement or contract, as applicable, shall deem to be in the best interests of the City, including requirements with respect to security for repayments of such loan.

SECTION 2.19 Application Of Authorized Funds; Reporting.

(a) The proceeds from the sale of any series of the Bonds or the proceeds of Authorized Funds, as applicable, shall be used as follows:

(1) The sum of Bond proceeds representing the accrued interest received, if any, shall be used to pay the first interest becoming due on the Bonds sold, and to that end, shall be deposited in the applicable Bond Fund, if established.

(2) From the sale proceeds derived from any such sale of a series of the Bonds: (i) such sum as may be determined by an Authorized Officer to be necessary to pay not more than three years of interest on the Bonds may be used to pay such interest, and to that end, may be deposited in the applicable Bond Fund established for such Bonds; (ii) the sum determined by an Authorized Officer to be necessary to pay the costs of the Purposes shall be set aside, held and invested at the direction of an Authorized Officer, as separate funds of the City pending such payment; and (iii) the sum determined to be necessary by an Authorized Officer to reimburse the Corporate Fund for amounts paid therefrom to fund costs of the Purposes in accordance with Section 2.24 hereof.

(b) From the sale proceeds of a series of the Bonds not applied as provided in paragraph (a) of this Section, the amount deemed necessary by an Authorized Officer shall be applied to the payment of the costs of issuance of such Bonds, including the premium or fee for bond insurance, if any, and any unexpended portion of the sale proceeds shall be either: (i) deposited into the Bond Fund for such series of the Bonds; or (ii) be paid to the City and deposited by the City into such funds or accounts as necessary to effectuate the Financing Plan for which such Bonds were issued.

(c) The costs of the Purposes may be paid directly by the City or may be financed by the making of grants, contracts or loans for the implementation of the Financing Plan as described in Section 2.18(l) hereof.

(d) An Authorized Officer shall report to the City Council with respect to the expenditure of Authorized Funds to pay the costs of the Purposes. Such reports shall be made no later than August 1 of each year, commencing August 1 of the year immediately succeeding the year in which any Authorized Funds are first expended for Purposes, with respect to expenditures made during the preceding calendar year. No report shall be required hereunder following any calendar year in which no Authorized Funds are expended to pay costs of the Purposes.

(e) Notwithstanding any provision of the Municipal Code, investments acquired with proceeds of the Bonds or investment income thereon may include but are not limited to agreements entered into between the City and providers of securities under which agreements such providers agree to purchase from or sell to the City specified securities on specific dates at predetermined prices, all as established at the time of execution of any such agreement and as set forth in such agreement, and guaranteed investment contracts, forward purchase agreements and other similar investment vehicles. Such guaranteed investment contracts, forward purchase agreements and other similar investment vehicles may, to the extent permitted by operative authorizing documents and by applicable law, be assigned or transferred from one bond transaction to another or apply to the proceeds of more than one bond transaction on a commingled or non-commingled basis, as determined by an Authorized Officer. The Mayor or an Authorized Officer is authorized to enter into any amendments to or restatements of existing documents or to execute new documents, to consent to actions being taken by others or to obtain the consent of other parties, as may be necessary or desirable in this respect. Investment income derived from Bond proceeds may be: (i) expended for the same purposes for which Bond proceeds may be expended; (ii) used for the payment or prepayment of City debt obligations; (iii) deposited in the Corporate Fund; or (iv) rebated to the United States of America as provided in Section 2.20 hereof, all as determined by an Authorized Officer or the Budget Director. Any commingled investment income from guaranteed investment contracts, forward purchase agreements and other similar investment vehicles shall be apportioned among bond transactions as determined by an Authorized Officer or as otherwise required by operative authorizing documents and applicable law.

SECTION 2.20 Tax Covenants. The City covenants that it will take no action in the investment of the proceeds of Tax Exempt Bonds which would result in making the interest payable on any of such Tax Exempt Bonds subject to federal income taxes by reason of such Tax Exempt Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Code. The City further covenants that it will act with respect to the proceeds of Tax Exempt Bonds, the earnings on the proceeds of such Tax Exempt Bonds and any other moneys on deposit in any fund or account maintained in respect of such Tax Exempt Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on such Tax Exempt Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code. Each Authorized Officer is authorized to execute such certifications, tax returns, covenants and agreements as shall be necessary, in the opinion of nationally recognized bond counsel, or in the best interest of the City, as determined by an Authorized Officer, to evidence the City's compliance with the covenants contained in this Section.

SECTION 2.21 Proxies. The Mayor and each Authorized Officer may each designate another to act as their respective proxy and, as applicable, to affix their respective signatures to the Bonds whether in temporary or definitive form, and any other instrument, certificate or document required to be signed by the Mayor or an Authorized Officer pursuant to this Ordinance and any instrument, certificate or document required thereby and by any Trust Indenture. In such case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign

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

SECTION 2.22 Bond Registrar Agreements. If requested by a Bond Registrar, the Mayor, each Authorized Officer and the City Clerk are each authorized to execute the standard form of agreement between the City and such Bond Registrar with respect to the obligations and duties thereof.

SECTION 2.23 Defeasance And Provision For Payment.

(a) If payment or provision for payment is made, to or for the registered owners of all or a portion of the Bonds, and the principal of and interest due and to become due on any Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the applicable Bond Registrar or Bond Trustee, the applicable Ad Valorem Tax Escrow Agent as provided in Section 2.13 hereof, or such bank or trust company as shall be designated by an Authorized Officer (such bank or trust company hereinafter referred to as a "Defeasance Escrow Agent"), all sums of money due and to become due according to the provisions of this Ordinance, then these presents and the estate and rights granted by this Ordinance shall cease, terminate and be void as to those Bonds or portions thereof except for purposes of registration, transfer and exchange of Bonds and any such payment from such moneys or obligations. Any Bond shall be deemed to be paid within the meaning of this section when payment of the principal of any such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Ordinance or otherwise), either: (a) shall have been made or caused to have been made in accordance with the terms thereof; or (b) shall have been provided for by irrevocably depositing with the applicable Bond Registrar or Bond Trustee, the applicable Ad Valorem Tax Escrow Agent as provided in Section 2.13 hereof, or a Defeasance Escrow Agent, in trust and exclusively for such payment: (1) moneys sufficient to make such payment; or (2)(A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; (C) obligations of the following agencies: Federal Home Loan Mortgage Corporation (FHLMC) debt obligations, Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperatives) debt obligations, Federal Home Loan Banks (FHL Banks) debt obligations, Fannie Mae debt obligations, and Resolution Funding Corporation (REFCORP) debt obligations; (D) pre-refunded municipal obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency,

instrumentality or local governmental unit of any such state, excluding the City, which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; or (E) instruments evidencing an ownership interest in obligations described in the preceding clauses (A), (B) and (C), or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits of this Ordinance, except for the purposes of registration, transfer and exchange of Bonds and any such payment from such moneys or obligations. The defeasance of Bonds under this Ordinance shall also be subject to any additional terms and conditions in the applicable Trust Indenture, if any.

(b) No such deposit under this Section shall be made or accepted hereunder and no use made of any such deposit unless, in the case of Tax Exempt Bonds, the applicable Bond Registrar or Bond Trustee, the applicable Ad Valorem Tax Escrow Agent, or the applicable Defeasance Escrow Agent, as the case may be, shall have received an opinion of nationally recognized bond counsel to the effect that such deposit and use would not cause any of such Tax Exempt Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or any successor provision thereto.

(c) Nothing in this Ordinance shall prohibit a defeasance deposit of escrow securities as provided in this Section from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the defeased Bonds, as appropriate. Amounts held by the applicable Bond Registrar or Bond Trustee, the applicable Ad Valorem Tax Escrow Agent, or any Defeasance Escrow Agent, in excess of the amounts needed so to provide for payment of the defeased Bonds, may be subject to withdrawal by the City. The Mayor or an Authorized Officer is authorized to execute and deliver from time to time one or more agreements (and amendments thereto) with counterparties selected by an Authorized Officer, with respect to the investment and use of such excess amounts held by the applicable Bond Registrar or Bond Trustee, the applicable Ad Valorem Tax Escrow Agent, or a Defeasance Escrow Agent.

SECTION 2.24 Appropriation Of Funds. Notwithstanding any ordinance to the contrary, funds in the City's Corporate Fund may be used for the purpose of paying the costs of the Purposes. The City shall reimburse the Corporate Fund for any moneys in the Corporate Fund so used to pay the costs of the Purposes from the proceeds of the Bonds upon the issuance thereof. Funds in the Corporate Fund expended pursuant to authority granted in this Section and intended to be reimbursed from Bond proceeds shall be referred to as "Corporate Funds". This Ordinance is a declaration of official intent under Treasury Regulations Section 1.150-2(e) as to all costs of the Purposes paid within 60 days prior to the date hereof or on any date after the date hereof and prior to issuance of the Bonds.

Article III.

Enactment.

SECTION 3.1 Construction. Articles I and II of this Ordinance are part of the contract between the City and the owners of the Bonds. Pursuant to the home rule powers of the City, to the extent that any ordinance, resolution, rule, order or provision of the Municipal Code or part thereof, is in conflict with or inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance. No provision of: (i) the Municipal Code; or (ii) Section 2.19 hereof, or violation of any provision of: (x) the Municipal Code; or (y) Section 2.19 hereof shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized under this Ordinance or to impair the validity of this Ordinance or the instruments authorized by this Ordinance or to impair the rights of the owners of the Bonds to receive payment of the principal of or interest on the Bonds or to impair the security for the Bonds or to constitute a default under the Bonds, or any other documents, instruments or agreements authorized hereunder; provided further that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code. The documents, agreements and instruments authorized under this Ordinance shall not be deemed to be "city contracts" for the purposes of Section 11-4-1600(e) of the Municipal Code.

SECTION 3.2 Additional Authorization. The Mayor, the Authorized Officers and the City Clerk, for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this Ordinance and are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this Ordinance or to evidence said authority.

SECTION 3.3 Pamphlet Publication. This Ordinance shall be published by the City Clerk, by causing to be printed in special pamphlet form at least five copies hereof, which copies are to be made available in the office of the City Clerk for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this Ordinance.

SECTION 3.4 Title. This Ordinance may hereafter be cited as the "2025 General Obligation Borrowing Ordinance".

SECTION 3.5 Effective Date. This ordinance shall be in full force and effect upon its passage, approval and publication as provided herein.

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

Exhibit "A".
(To Ordinance)

Trust Indenture.

THIS TRUST INDENTURE, made and entered into as of _____, 20__ (this *"Indenture"*), by and between the CITY OF CHICAGO (the *"City"*), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, and _____, _____ (the *"Trustee"*), an Illinois banking corporation with trust powers, having a corporate trust office located in the City of Chicago, Illinois, duly organized, validly existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America,

WITNESSETH:

WHEREAS, pursuant to an ordinance duly adopted by the City Council of the City (the *"City Council"*) on _____, 20__ (the *"Bond Ordinance"*) the City duly authorized the issuance and sale of its General Obligation Bonds, Series _____ (the *"Bonds"*) in order to provide the funds, together with other available funds, including proceeds of other general obligation bonds, for the purposes of (i) paying costs of the Purposes described in the Bond Ordinance (defined herein as the Project Costs), (ii) capitalizing or funding such interest on the Bonds as may be necessary, (iii) paying costs of credit enhancements, and (iv) paying expenses incidental to the issuance of the Bonds; and

WHEREAS, by virtue of Article VII of the Illinois Constitution of 1970 and pursuant to the Bond Ordinance, the City is authorized to issue the Bonds, enter into this Indenture and to do or cause to be done all the acts and things herein provided or required to be done; and

WHEREAS, the execution and delivery of the Bonds and of this Indenture have in all respects been duly authorized and all things necessary to make such Bonds, when executed by the City and authenticated by the Trustee, the legal, valid and binding obligations of the City and to make this Indenture a legal, valid and binding agreement, have been done; and

WHEREAS, the Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, shall be substantially in the form attached hereto as *Exhibit A*, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture and the Bond Ordinance;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created, and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the

following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the *"Trust Estate"*):

GRANTING CLAUSE FIRST

Any moneys, revenues, receipts, income, assets or funds of the City legally available for such purposes, all to the extent provided in this Indenture, including, but not limited to, the proceeds of a direct annual tax levied by the City in the Bond Ordinance upon all taxable property in the City;

GRANTING CLAUSE SECOND

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

GRANTING CLAUSE THIRD

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

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

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Registered Owners of the Bonds, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing, except to the extent herein otherwise specifically provided;

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

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed

of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and the respective owners of the Bonds as follows:

ARTICLE I

DEFINITIONS AND GENERAL MATTERS

Section 1.01. Definitions. All capitalized terms used herein unless otherwise defined shall have the meanings given in the recitals above and the following meanings for purposes of this Indenture:

"Authorized Denomination" means $5,000 and any integral multiple thereof.

"Authorized Officer" means (a) the Mayor, the Chief Financial Officer, the City Comptroller or any other official of the City so designated by a Certificate signed by the Mayor or Chief Financial Officer and filed with the Trustee for so long as such designation shall be in effect, and (b) the City Clerk with respect to the certification of any ordinance or resolution of the City Council or any other document filed in his or her office.

"Beneficial Owner" means the owner of a beneficial interest in the Bonds registered in the name of Cede & Co., as nominee of DTC (or a successor securities depository or nominee for either of them).

"Bond Counsel" means one or more firms of nationally recognized bond counsel designated by the Corporation Counsel of the City.

"Bond Fund" means the fund of that name established and described in Section 4.03 hereof.

"Bondholder," "holder," or *"owner of the Bonds"* means the Registered Owner or Beneficial Owner of any Bond, as the case may be.

"Bond Ordinance" has the meaning given to such term in the recitals hereto.

"Bond Register" means the registration books of the City kept by the Trustee to evidence the registration and transfer of Bonds.

"Bond Year" means a 12-month period commencing on _____ 2 of each calendar year and ending on _____ 1 of the next succeeding calendar year.

"Bonds" means the General Obligation Bonds, Series _____ issued pursuant to Section 2.01 hereof.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banks located in the city where the Designated Corporate Trust Office is located are authorized or required by law to close, and (iii) a day on which The New York Stock Exchange, Inc., is closed.

"*Capitalized Interest Account*" means the account of that name established within the Bond Fund, as described in Section 4.03 hereof.

"*Certificate*" means an instrument of the City in writing signed by an Authorized Officer. Any such instrument in writing and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed so as to form a single instrument. Any such instrument may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants, or engineers, respectively, unless the officer signing such instrument knows that the opinion or representation with respect to the matters upon which such instrument may be based, as aforesaid, is erroneous. The same Authorized Officer, or the same counsel or accountant or other persons, as the case may be, need not certify to all of the matters required to be certified under any provision of this Indenture or any Supplemental Indenture, but different officers, counsel, accountants or other persons may certify to different facts, respectively.

"*Chief Financial Officer*" means the Chief Financial Officer appointed by the Mayor, or the City Comptroller of the City at any time a vacancy exists in the office of the Chief Financial Officer.

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

"*City Clerk*" means the duly qualified and acting City Clerk of the City or any Deputy City Clerk or other person that may lawfully take a specific action or perform a specific duty prescribed for the City Clerk pursuant to the Bond Ordinance.

"*City Comptroller*" means the City Comptroller of the City.

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

"*Date of Issuance*" means _____, 20__, the date of issuance and delivery of the Bonds to the initial purchasers thereof.

"*Defeasance Obligations*" means: (A) direct obligations of the United States of America; (B) obligations of agencies of the United States of America, the timely payment of principal of and interest on which are guaranteed by the United States of America; (C) obligations of the following government-sponsored agencies that are not backed by the full faith and credit of the U.S. Government: Federal Home Loan Mortgage Corp. (FHLMC) debt obligations, Farm Credit System (formerly: Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperatives) debt obligations, Federal Home Loan Banks (FHL Banks) debt obligations, Fannie Mae debt obligations, Financing Corp. (FICO) debt obligations, and Resolution Funding Corp. (REFCORP) debt obligations,; (D) pre-refunded municipal obligations defined as follows: any

bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; or (E) instruments evidencing an ownership interest in obligations described in the preceding clauses (A), (B) and (C).

"*Delivery Office*" shall mean the following office of the Trustee:

For Purposes of Notice and Presentation of Bonds for payment or transfers:

[Address to be Inserted]

"*Deposit Date*" means the Business Day immediately preceding each Interest Payment Date.

"*Designated Corporate Trust Office*" means the corporate trust office of the Trustee located at the address of the Trustee set forth in the definition of "Delivery Office" herein, as such address may be changed from time to time by the Trustee.

"*DTC*" means The Depository Trust Company, New York, New York, or its nominee, and its successors and assigns, or any other depository performing similar functions.

"*Federal Obligation*" means any direct obligation of, or any obligation the full and timely payment of principal of and interest on which is guaranteed by, the United States of America.

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

"*Indenture*" means this Indenture, as amended and/or supplemented from time to time in accordance with Article IX hereof.

"*Interest Payment Date*" means each _____ and _____. The initial Interest Payment Date shall be _____, 20__.

"*Issuance Costs*" means the expenses and costs of the City with respect to the authorization, sale and delivery of the Bonds.

"*Kroll*" means Kroll Bond Rating Agency, its successors and assigns, and, if Kroll shall be dissolved or liquidated or shall no longer perform the functions of a security rating agency, "Kroll" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"Maturity Date" means, for the Bonds of each specified maturity, the applicable maturity date set forth in Section 2.2(a) of Part B of the Bond Ordinance.

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

"*Ongoing Financing Services*" means any periodic fees and expenses payable to parties involved in the provision of ongoing services relating to the Bonds, such as rating agencies and entities providing financial market information to be used in connection with the structuring and sale of the Bonds, as defined in Section 2.11 of the Bond Ordinance.

"Opinion of Bond Counsel" means a written opinion of Bond Counsel in form and substance acceptable to the City.

"Outstanding," means, when used with reference to any Bonds, all of such obligations issued under this Indenture that are unpaid, *provided* that such term does not include:

(a) Bonds canceled at or prior to such date or delivered to or acquired by the Trustee at or prior to such date for cancellation;

(b) matured or redeemed Bonds which have not been presented for payment in accordance with the provisions of this Indenture and for the payment of which the City has deposited funds with the Trustee;

(c) Bonds for which the City has provided for payment by depositing in an irrevocable trust or escrow, cash or Defeasance Obligations, in each case, the maturing principal of and interest on which will be sufficient to pay at maturity, or if called for redemption on the applicable redemption date, the principal of, redemption premium, if any, and interest on such Bonds;

(d) Bonds in lieu of or in exchange or substitution for which other Bonds shall have been authenticated and delivered pursuant to this Indenture; and

(e) Bonds owned by the City and tendered to the Trustee for cancellation.

"Outstanding Indebtedness" has the meaning ascribed thereto in the Bond Ordinance.

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

"*Paying Agent*" means the Trustee and any Paying Agent designated by the Trustee, and any successor thereto.

"Permitted Investments" means any of the following obligations or securities permitted under the laws of the State and the Municipal Code:

(a) interest-bearing general obligations of the United States of America, the State or the City;

(b) United States treasury bills and other non-interest bearing general obligations of the United States of America when offered for sale in the open market at a price below the face value of same, so as to afford the City a return on such investment in lieu of interest;

(c) short-term discount obligations of the United States Government or United States Government agencies;

(d) certificates of deposit of national banks or banks located within the City which are either (i) fully collateralized at least 110 percent by marketable United States Government securities marked to market at least monthly or (ii) secured by a corporate surety bond issued by an insurance company licensed to do business in the State and having a claims-paying rating in the top rating category as rated by a nationally recognized statistical rating organization and maintaining such rating during the term of such investment;

(e) banker's acceptances of banks and commercial paper of banks whose senior obligations are rated in the top two short-term rating categories by at least two national rating agencies and maintaining such rating during the term of such investment;

(f) tax-exempt securities exempt from federal arbitrage provisions applicable to investments of proceeds of the City's tax-exempt debt obligations;

(g) shares of money market mutual funds registered under the Investment Company Act of 1940, which shares are registered under the Securities Act of 1933, including any such fund for which the Trustee or any of its affiliates provides any service including any service for which a fee may be paid; and

(h) any other suitable investment instrument permitted by State laws and the Municipal Code governing municipal investments generally, subject to the reasonable exercise of prudence in making investments of public funds.

"*Pledged Taxes*" shall have the meaning given to such term in the Bond Ordinance.

"*Principal and Interest Account*" means the Account of that name established within the Bond Fund, as described in Section 4.03 hereof.

"*Principal and Interest Account Requirement*" means an amount, equal to the total principal installment and interest due on such Bonds as of each _____ and _____ (including any mandatory redemption of the Bonds as required by Section 3.01(c) hereof), which amount shall be deposited in the Principal and Interest Account not later than the Deposit Date for such Interest Payment Date.

"Project" means the purposes described in the third recital of the Bond Ordinance.

"Project Costs" means costs of the Project.

"Project Fund" means the fund of that name established and described in Section 4.04 hereof.

"Qualified Collateral" means:

(a) Federal Obligations;

(b) direct and general obligations of any state of the United States of America or any political subdivision of the State which are rated not less than "AA" or "Aa2" or their equivalents by any nationally recognized securities rating agency; and

(c) public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under any annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America.

"Rating Agency" means any of Fitch, S&P and Kroll, or another rating agency that has a credit rating assigned to the Bonds at the request of the City.

"Record Date" means each June 15 and December 15 (whether or not a Business Day).

"Redemption Price" means with respect to the Bonds, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bonds.

"Registered Owner" or *"Owner"* means the person or persons in whose name or names a Bond shall be registered in the Bond Register.

"S&P" means S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, its successors and assigns, and, if S&P shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

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

"State" means the State of Illinois.

"Supplemental Indenture" means any indenture modifying, altering, amending, supplementing or confirming this Indenture duly entered into in accordance with the terms hereof.

"Tax Certificate" means the tax certificate of the City dated the Date of Issuance pertaining to the Bonds.

"Trust Estate" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"Trustee" means _____, _____, an Illinois banking corporation with trust powers, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor trustee at the time serving as successor trustee hereunder.

Section 1.02. Authority for Indenture. This Indenture is executed and delivered by the City by virtue of and pursuant to the Bond Ordinance and as an exercise of its home rule powers. The City has ascertained and hereby determines and declares that the execution and delivery of this Indenture is necessary to meet the public purposes and obligations of the City, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate such purposes of the City and to carry out its powers and is in furtherance of the public benefit, safety and welfare and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and are contracts or agreements necessary, useful or convenient to carry out and effectuate the corporate purposes of the City.

Section 1.03. Indenture to Constitute Contract. In consideration of the purchase and acceptance of Bonds by those who shall hold the same from time to time, the provisions of this Indenture and any Supplemental Indenture shall be a part of the contract of the City with the Owners of Bonds and shall be deemed to be and shall constitute a contract between the City, the Trustee, and the Owners from time to time of the Bonds. The City covenants and agrees with the Owners of Bonds and the Trustee that it will faithfully perform all of the covenants and agreements contained in this Indenture, in the Bond Ordinance and in the Bonds.

ARTICLE II

THE BONDS

Section 2.01. Authority for and Issuance of Bonds. The Bonds are authorized to be issued by virtue of and pursuant to the Bond Ordinance and as an exercise by the City of its home rule powers. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. Except as provided in Section 2.07 hereof, the total principal amount of Bonds that may be issued hereunder is expressly limited to $_____.

Section 2.02. *General Terms of Bonds.* (a) The Bonds shall constitute a single series in the aggregate principal amount of $_____, and be designated "City of Chicago General Obligation Bonds, Series _____" and shall be issued as fully registered bonds, without coupons, in Authorized Denominations substantially in the form attached as *Exhibit A* thereto.

Unless the City shall otherwise direct, the Bonds shall be lettered and numbered from R-1 and upwards. Each Bond shall be dated the Date of Issuance and shall mature, subject to prior redemption as provided in Article III hereof, on its Maturity Date.

(b) Each Bond shall bear interest from the later of its date or the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid, such interest being payable on _____ 1 and _____ 1 of each year, commencing on _____. Interest on each Bond shall be paid to the person in whose name such Bond is registered at the close of business on the Record Date next preceding the applicable Interest Payment Date, by check or draft of the Trustee, or, at the option of any registered owner of $1,000,000 or more in aggregate principal amount of Bonds of a series, by wire transfer of immediately available funds to such bank in the continental United States of America as the registered owner of such Bonds shall request in writing to the Trustee.

(c) The principal of the Bonds and any redemption premium shall be payable in lawful money of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts, upon presentation and surrender thereof at the Designated Corporate Trust Office of the Trustee.

(d) The Bonds shall mature on _____ in each year shown in the following table in the respective principal amount set forth opposite each such year. The Bonds shall bear interest from and including the Date of Issuance as shown in the table below until payment of the principal or Redemption Price thereof shall have been made or provided for in accordance with the provisions hereof, whether at the applicable Maturity Date, upon redemption, or otherwise. Interest accrued on the Bonds shall be paid in arrears on each Interest Payment Date. Interest on the Bonds shall be computed upon the basis of a 360 day year consisting of twelve 30 day months.

YEAR (_____ 1)	PRINCIPAL AMOUNT	INTEREST RATE

Section 2.03. Execution. The seal of the City or a facsimile thereof shall be affixed to or printed on each of the Bonds, and the Bonds shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before

the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all proposes, the same as if such officer had remained in office until delivery.

Section 2.04. Authentication. All Bonds shall have thereon a certificate of authentication substantially in the form attached hereto as part of *Exhibit A* duly executed by the Trustee as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Indenture unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under the Bond Ordinance and this Indenture. The certificate of authentication on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized officer of such Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.05. Form of Bonds; Temporary Bonds. The Bonds issued under this Indenture shall be substantially in the form attached hereto as *Exhibit A*, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Ordinance and this Indenture.

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

Section 2.06. Delivery of Bonds. Upon the execution and delivery of this Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section provided.

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

(1) copies, duly certified by the City Clerk of the City, of the Bond Ordinance;

(2) original executed counterparts of this Indenture;

(3) an Opinion of Bond Counsel to the effect that this Indenture (i) has been duly and lawfully authorized by the City Council of the City and executed by the City in accordance with the provisions of the Bond Ordinance and (ii) will, when executed and delivered by the Trustee, be valid and binding upon the City and enforceable in accordance with its terms; and

(4) a Certificate executed by the Chief Financial Officer stating that all conditions precedent with respect to the execution of all documents by the City relating to the Bonds have been satisfied.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond, whether in temporary or definitive form, is lost (whether by reason of theft or otherwise), destroyed (whether by mutilation, damage, in whole or in part, or otherwise) or improperly cancelled, the Trustee may authenticate a new Bond of like date, maturity date, interest rate, denomination and principal amount and bearing a number not contemporaneously outstanding; *provided* that (i) in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and (ii) in the case of any lost Bond or Bond destroyed in whole, there shall be first furnished to the Trustee evidence of such loss, theft, or destruction satisfactory to the City and the Trustee, together with indemnification of the City and the Trustee, satisfactory to the Trustee. If any lost, destroyed or improperly cancelled Bond shall have matured or is about to mature, or has been called for redemption, instead of issuing a duplicate Bond, the Trustee shall pay the same without surrender thereof if there shall be first furnished to the Trustee evidence of such loss, destruction or cancellation, together with indemnity, satisfactory to it. Upon the issuance of any substitute Bond, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto.

All Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, stolen or purchased Bonds, and shall preclude any and all other rights or remedies.

Section 2.08. Transfer and Exchange of Bonds; Persons Treated as Owners. (a) Subject to the limitations contained in paragraph (c) of this Section, upon surrender for registration of transfer of any Bond at the Designated Corporate Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing in such form and with guarantee of signature as shall be satisfactory to the Trustee, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees, one or more fully registered Bonds of the same interest rate and Maturity Date of Authorized Denominations, for a like principal amount bearing numbers not contemporaneously outstanding. Subject to the limitations contained in paragraph (c) of this Section, Bonds may be exchanged at the Designated Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same interest rate and Maturity Date of other Authorized Denominations bearing numbers not contemporaneously outstanding.

(b) No service charge shall be made for any transfer or exchange of Bonds, but the City or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except that no such payment may be required in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

(c) The Trustee shall not be required to transfer or exchange any Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Bond and

ending on such Interest Payment Date, or to transfer or exchange such Bond after the mailing of notice calling such Bond for redemption has been made as herein provided or during the period of 15 days next preceding the giving of notice of redemption of Bonds of the same Maturity Date and interest rate.

(d) Bonds delivered upon any registration of transfer or exchange as provided herein or as provided in Section 2.07 hereof shall be valid general obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof and of the Bond Ordinance to the same extent as the Bond surrendered. The City and the Trustee may treat the Registered Owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Bond as herein provided shall be made only to or upon the written order of the Registered Owner thereof or such Registered Owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.09. Required Information in Bond Form. On each date on which the Trustee authenticates and delivers a Bond, it shall complete the information required to be inserted by the Bond form and shall keep a record of such information.

Section 2.10. Cancellation. Any Bond surrendered for the purpose of payment or retirement, or for exchange, transfer or replacement, shall be canceled upon surrender thereof to the Trustee. If the City shall acquire any of the Bonds, the City shall deliver such Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Certification of Bonds canceled by the Trustee shall be made to the City. Canceled Bonds may be destroyed by the Trustee unless instructions to the contrary are received from the City.

Section 2.11. Book Entry Provisions. The provisions of this Section shall apply as long as the Bonds are maintained in book entry form with DTC or another Securities Depository, any provisions of this Indenture to the contrary notwithstanding. Notwithstanding anything else to the contrary herein, so long as DTC is the Securities Depository, the Bonds shall be subject to the operational arrangements of DTC in effect from time to time.

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

and interest on the Bonds to Participants or the Beneficial Owners of the Bonds or their nominees.

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

(c) If, following a determination or event specified in paragraph (b) of this Section, the City discontinues the maintenance of the Bonds in book entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the Beneficial Owners of the Bonds shown on the records of such Participant. Any such Bonds so issued in replacement shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check mailed to each Registered Owner at the address of such Registered Owner as it appears on the Bond Register or, at the option of any Registered Owner of not less than $1,000,000 principal amount of Bonds, by wire transfer to any address in the United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the Designated Corporate Trust Office of the Trustee.

(d) The Securities Depository and its Participants, and the Beneficial Owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the Beneficial Owners of the Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the Beneficial Owners to perform any obligation of the Participant to a Beneficial Owner of the Bonds.

(e) As long as Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Registered Owner of the Bonds, as nominee of DTC, references herein to the Registered Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

(f) As long as Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the Registered Owner of the Bonds:

(i) selection of Bonds to be redeemed upon partial redemption or presentation of Bonds to the Trustee upon partial redemption, shall be deemed made when the right to exercise ownership rights in such Bonds through DTC or DTC's Participants is transferred by DTC on its books;

(ii) any notices of the interest rate on the Bonds to be provided by the Trustee shall be provided to anyone identifying itself to the Trustee as a person entitled to exercise ownership rights with respect to such Bonds through DTC or its Participants; and

(iii) DTC may present notices, approvals, waivers or other communications required or permitted to be made by Registered Owners under this Indenture on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Bonds through DTC or its Participants.

ARTICLE III

REDEMPTION OF BONDS

Section 3.01. Redemption Terms, Dates and Prices. The Bonds shall be subject to redemption prior to their Maturity Date in the amounts, at the times and in the manner provided in this Section.

(a) *Optional Redemption.* The Bonds maturing on or after _____, 20__ are subject to redemption at the option of the City, on any date occurring on or after _____, 20__, in such principal amounts and from such maturities and interest rates as the City shall determine and by lot within a single maturity and interest rate, at a Redemption Price of ___% of the principal amount thereof being redeemed plus accrued interest, if any, to the date of redemption.

The City is authorized to sell or waive any right the City may have to call any of the Bonds for optional redemption, in whole or in part; *provided,* that such sale or waiver will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(b) *General Provisions Regarding Redemptions.*

(i) No redemption of less than all of the Bonds Outstanding shall be made pursuant to Section 3.01(a) hereof unless the aggregate principal amount of Bonds to be redeemed is equal to $5,000 multiples. Any redemption of less than all of the Bonds Outstanding shall be made in such a manner that all Bonds Outstanding after such redemption are in Authorized Denominations. If fewer than all Bonds Outstanding are to be optionally redeemed, the Bonds to be called shall be called from such maturities and interest rates as may be determined by an Authorized Officer.

(ii) Bonds may be called for redemption by the Trustee pursuant to Sections 3.01(a) and 3.01(c) hereof upon receipt by the Trustee at least 45 days prior to the redemption date (unless a shorter time period shall be satisfactory to the Trustee) of, in the case of a redemption pursuant to Section 3.01(a) of a written request of the City requesting such redemption, or in the case of a redemption pursuant to Section 3.01(c) in accordance with the mandatory schedule provided herein.

(iii) In lieu of redeeming Bonds pursuant to Section 3.01(a) hereof, the Trustee may, at the request of the City, use such funds available hereunder for redemption of Bonds to purchase Bonds in the open market at a price not exceeding the Redemption Price then applicable hereunder. Any Bond so purchased in lieu of redemption shall be delivered to the Trustee for cancellation and shall be canceled, all as provided in Section 2.10 hereof.

(c) *Mandatory Redemption of Bonds.*

The Bonds maturing on _____, 20__ are subject to mandatory redemption prior to maturity on _____ of the years and in the amounts set forth below, at a Redemption Price of ___ percent of the principal amount thereof plus accrued interest to the date fixed for redemption:

_____
*Final Maturity

The final maturity amount of the Bonds maturing on _____, 20__, is $_____.

The principal amount of the Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemption of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the City may determine. In addition, on or prior to the sixtieth (60th) day preceding any mandatory redemption date, the Trustee may, and if directed by the City shall, purchase Bonds required to be retired on such mandatory redemption date at such prices as the City shall determine. Any such Bond so purchased shall be canceled and the principal amount thereof shall be credited against the payment required on such next mandatory redemption date.

[Additional redemption provisions to be incorporated as applicable]

Section 3.02. Notice of Redemption. (a) Unless waived by any owner of Bonds to be redeemed, notice of the call for any such redemption shall be given by the Trustee on behalf of the City by mailing the redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed

at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Trustee, but the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. Any notice of redemption mailed as provided in this Section 3.02 shall be conclusively presumed to have been given whether or not actually received by the addressee.

All notices of redemption shall state:

(1) the Series designation of the Bonds to be redeemed,

(2) the redemption date,

(3) the Redemption Price,

(4) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts and interest rates) of the Bonds to be redeemed,

(5) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue or compound from and after said date,

(6) the place where such Bonds are to be surrendered for payment of the Redemption Price, and

(7) such other information as shall be deemed necessary by the Trustee at the time such notice is given to comply with law, regulation or industry standard.

(b) With respect to an optional redemption of Bonds, such notice may state that said redemption is conditioned upon the receipt by the Trustee on or prior to the date fixed for redemption of moneys sufficient to pay the Redemption Price of the Bonds. If such moneys are not so received, such redemption notice shall be of no force and effect, the City shall not redeem such Bonds and such failure to deposit such funds shall not constitute an Event of Default under this Indenture. The Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed. Unless the notice of redemption shall be made conditional as provided above, on or prior to any redemption date for the Bonds, the City shall deposit with the Trustee an amount of money sufficient to pay the Redemption Price of all the Bonds or portions thereof which are to be redeemed on that date.

(c) Notice of redemption having been given as aforesaid, the Bonds, or portions thereof, so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City defaults in the payment of the Redemption Price or unless, in the event of a conditional notice as described above, the necessary moneys were not deposited) such Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid

by the Trustee at the Redemption Price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same interest rate and maturity in the amount of the unpaid principal.

(d) If any Bond, or portion thereof, called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by such Bond, or portion thereof, so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Trustee and shall not be reissued.

(e) Failure to give notice in the manner prescribed hereunder with respect to any Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption date to redeem the Bonds to be redeemed and to pay interest due thereon and premium, if any, the Bonds thus called shall not, after the applicable redemption date, bear interest, be protected by this Indenture or the Bond Ordinance or be deemed to be Outstanding under the provisions of this Indenture.

(f) If any Bond is transferred or exchanged on the Bond Register after notice has been given calling such Bond for redemption, the Trustee will attach a copy of such notice to the Bond issued in connection with such transfer or exchange.

(g) If any Bond is not presented for payment when the principal amount thereof becomes due, either at maturity or at a date fixed for redemption thereof or otherwise, and if moneys sufficient to pay such Bond are held by the Trustee for the benefit of the Registered Owner of such Bond, the Trustee shall hold such moneys for the benefit of the Registered Owner of such Bond without liability to the Registered Owner for interest. The Registered Owner of such Bond thereafter shall be restricted exclusively to such funds for satisfaction of any claims relating to such Bond.

Section 3.03. Selection of Bonds for Redemption. If less than all the Bonds shall be called for redemption under any provision of this Indenture permitting such partial redemption, (i) such redemption shall be by lot in such manner as the Trustee may determine among such Bonds, and (ii) subject to other applicable provisions of this Indenture, the portion of any Bond to be redeemed shall be in a principal amount equal to an Authorized Denomination. In selecting Bonds for redemption, the Trustee shall assign to each Bond of like Maturity Date and interest rate, a distinctive number for each minimum Authorized Denomination of such Bond and shall select by lot from the numbers so assigned as many numbers as, at such minimum Authorized Denomination for each number, shall equal the principal amount of such Bonds to be redeemed. In such case, the Bonds to be redeemed shall be those to which were assigned numbers so selected; provided that only so much of the principal amount of each Bond shall be redeemed as shall equal such minimum Authorized Denomination for each number assigned to it and so selected. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Bond is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Registered Owner

of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such Registered Owner of the Redemption Price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Registered Owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the unredeemed balance of the principal amount of such Bond shall be issued to the Registered Owner thereof without charge therefor.

The Trustee shall promptly notify the City in writing of the Bonds, or portions thereof, selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof, and the interest rate thereof to be redeemed.

Section 3.04. Deposit of Funds. For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of, and premium, if any, and interest on, the Bonds to be redeemed on the redemption date to be applied in accordance with the provisions hereof.

ARTICLE IV

APPLICATION OF BOND PROCEEDS; CREATION OF FUNDS AND SECURITY FOR BONDS

Section 4.01. Source of Payment of Bonds. Pursuant to the Bond Ordinance, the Bonds constitute direct and general obligations of the City for the punctual payment of which the City pledges its full faith and credit and, pursuant to the Bond Ordinance, the Pledged Taxes. The City covenants that the Pledged Taxes shall be used only for the payment of (i) principal of, interest on and Redemption Price, if any, on the Bonds (or for the purchase by the City of the Bonds which are then cancelled), and (ii) Ongoing Financing Services, each unless and until all of the Bonds are paid in full or are fully defeased pursuant to Article VI herein; provided, however, that the levy of Pledged Taxes is subject to abatement as provided in the Bond Ordinance.

Section 4.02. Application of Bond Proceeds. The proceeds of the sale of the Bonds, consisting of the principal amount of the Bonds plus original issue premium of $_____ and less an underwriters' discount of $_____, shall be applied simultaneously with their delivery as follows:

(i) Deposit to Project Fund: $_____

(ii) Deposit to Capitalized Interest Account: $_____

(iii) Deposit to Costs of Issuance Account: $_____

Section 4.03. Creation of Accounts in Bond Fund. (a) There is established with the Trustee a trust fund designated "City of Chicago General Obligation Bonds, Series _____ Bond Fund."

(i) At each such time as is required under this Indenture, the City shall deposit into the Bond Fund, from funds of the City legally available therefor, an amount sufficient to satisfy the Principal and Interest Account Requirement.

(ii) Money on deposit in the Bond Fund shall be applied by the Trustee to pay the principal of (whether due at maturity or by mandatory redemption) and interest on the Bonds as the same shall become due.

(iii) Pending the use of moneys held in the Bond Fund, the Trustee shall invest such moneys in Permitted Investments upon the direction of the Chief Financial Officer or any person designated by the Chief Financial Officer. Income from such investments shall be credited to the account within the Bond Fund from which the investment was made.

(b) *Creation of Principal and Interest Account.* There is established with the Trustee an account within the Bond Fund, designated as the "Series _____ Principal and Interest Account" (the *"Principal and Interest Account"*). Amounts on deposit in the Principal and Interest Account shall be used to pay principal and interest on the Bonds as the same shall become due after funds in the Series _____ Capitalized Interest Account have been depleted.

(c) *Creation of Capitalized Interest Account.* There is established with the Trustee an account within the Bond Fund, designated as the "Series _____ Capitalized Interest Account" (the *"Series _____ Capitalized Interest Account"*). Moneys on deposit in the Series _____ Capitalized Interest Account, and the interest earnings thereon, shall be applied to pay interest due on the Bonds on each of the Interest Payment Dates occurring on and before _____, 20__. Any amount remaining on deposit in the Series _____ Capitalized Interest Account on _____, 20__, shall be used to pay interest on the Bonds, as the City shall direct, before funds from the Principal and Interest Account are used.

Section 4.04. Project Fund. (a) There is established with the Trustee a trust fund designated "City of Chicago General Obligation Bonds, Series _____ Project Fund" to be held and applied in accordance with the terms and provisions of this Indenture. Moneys on deposit in the Project Fund will be paid out from time to time by the Trustee to or upon the order of the City in order to provide for the payment or to reimburse the City for the payment of Project Costs upon receipt by the Trustee of a certificate of an Authorized Officer describing the Project Costs to be paid or reimbursed with such moneys (including the identity of and method of payment for each payee), in the form attached hereto Exhibit B, and stating that:

(i) the costs in an aggregate amount set forth in such certificate are necessary and appropriate Project Costs that (a) have been incurred and paid or (b) are expected to be paid within the next 60 days;

(ii) the amount to be paid or reimbursed to the City as set forth in such certificate is reasonable and represents a part of the amount payable for the Project Costs and that such payment is to be made or, in the case of reimbursement to the City, was made, in accordance with the terms of any applicable contracts and in accordance with usual and customary practice under existing conditions;

(iii) no part of the Project Costs that are the subject of such certificate was included in any certificate previously filed with the Trustee under the provisions of this Indenture; and

(iv) the use of the money so withdrawn from the Project Fund and the use of the facilities provided with such moneys will not result in a violation of any applicable covenant, term or provision of the Tax Certificate.

(b) *Creation of Costs of Issuance Account.* There is established with the Trustee an account within the Project Fund, designated as the "Series _____ Costs of Issuance Account" (the "*Series _____ Costs of Issuance Account*"). Moneys on deposit in the Series _____ Costs of Issuance Account shall be withdrawn by the Trustee and paid to or as directed by the City, upon receipt by the Trustee of a written disbursement request from the City identifying the costs of issuance and the amounts thereof to be paid pursuant to such request. Moneys on deposit in the Series _____ Costs of Issuance Account, including the investment earnings thereon, remaining after all disbursements for payment of the costs of issuance have been made shall be deposited by the Trustee to the Series _____ Investment Earnings Account.

(c) *Creation of Investment Earnings Account.* There is established with the Trustee an account within the Project Fund, designated as the "Series _____ Investment Earnings Account" (the "*Series _____ Investment Earnings Account*"). Moneys on deposit in the Series _____ Investment Earnings Account, including the investment earnings thereon, shall be retained therein and deposited to the Project Account, as the City shall direct.

(d) Moneys in the Project Fund shall be invested at the written direction of an Authorized Officer to the fullest extent practicable in Permitted Investments maturing in such amounts and at such times as may be necessary to provide funds when needed to pay, as applicable, Project Costs or costs of issuance of the Bonds or such other costs as may be required to be paid from such moneys. The City may, and to the extent required for payments from the Project Fund shall, direct the Trustee in writing to sell any such Permitted Investments at any time, and the proceeds of such sale, and of all payments at maturity and upon redemption of such investments, shall be held in the Project Fund. Investment earnings received on moneys or securities in the Project Fund shall be deposited to the Series _____ Investment Earnings Account.

(e) The completion, substantial completion or abandonment of each capital project set forth in Section 4.03(b)(i)-(xiii) and comprising the Project shall be evidenced by a certificate of an Authorized Officer, which shall be filed promptly with the Trustee, stating the date of such completion, anticipated completion or abandonment and the amount, if any, required in the opinion of the signer of such certificate for the payment of any remaining part of the Project Costs. Upon the filing of such certificate, the balance in the Project Fund in excess of the amount, if any, stated in such certificate of the City as necessary to complete the Project shall be deposited into the Principal and Interest Account and applied as directed in such certificate; provided that such direction shall be consistent with Section 4.07 and applicable provisions of the Tax Certificate.

Section 4.05. Deposits into Bond Fund and Account Therein. Not later than the Deposit Date, there shall be on deposit in the Bond Fund an amount equal to the Principal and Interest Account Requirement.

In addition to the Principal and Interest Account Requirement, there shall be deposited into the Bond Fund any other moneys received by the Trustee under and pursuant to this Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund and to one or more accounts therein.

Upon calculation by the Trustee of each Principal and Interest Account Requirement under this Section, the Trustee shall notify the City of the Principal and Interest Account Requirement and the Deposit Date to which it relates, and shall provide the City with such supporting documentation and calculations as the City may reasonably request.

Section 4.06. Tax Covenants. (a) The City covenants that it will take no action in the investment of the proceeds of the Bonds which would result in making the interest payable on any of such Bonds subject to federal income taxes by reason of such Bonds being classified as "arbitrage bonds" within the meaning of Section 148 of the Code.

(b) The City further covenants that it will act with respect to the proceeds of the Bonds, the earnings on the proceeds of such Bonds and any other moneys on deposit in any fund or account maintained in respect of such Bonds, including, if necessary, a rebate of such earnings to the United States of America, in a manner which would cause the interest on such Bonds to continue to be exempt from federal income taxation under Section 103(a) of the Code.

Section 4.07. Non-presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, whether at maturity, at the date fixed for redemption or otherwise, if moneys sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

Section 4.08. Moneys Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any fund or account referred to in any provision of this Indenture shall be held by the Trustee in trust as provided in Section 8.07 of this Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

ARTICLE V

INVESTMENT OF MONEYS

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

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

ARTICLE VI

DISCHARGE OF LIEN

Section 6.01. Defeasance. (a) If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, premium, if any, and interest to become due on the Bonds, then this Indenture and the Bond Ordinance shall be fully discharged and satisfied with respect to the Bonds. Upon the satisfaction and discharge of this Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction, and all fiduciaries shall pay over or deliver to the City all funds, accounts and other moneys or securities held by them pursuant to this Indenture which are not required for the payment or redemption of the Bonds. If payment or provision for payment is made to or for the Registered Owners of all or a portion of the Bonds, of the principal of and interest due and to become due on any Bond at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions of this Indenture, then these presents and the estate and rights hereby and by the Bond Ordinance granted shall cease, terminate and be void as to those Bonds or portions thereof except for purposes of registration, transfer and exchange of Bonds and any such payment from such moneys or obligations. Any Bond shall be deemed to be paid within the meaning of this Section when payment of the principal of any such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) Defeasance Obligations, or (3) a combination of the investments described in clauses (1) and (2) above, such amounts so deposited being available or maturing as

to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment (all as confirmed by a nationally recognized firm of independent public accountants). If the City shall pay and discharge a portion of the Bonds as aforesaid, such portion shall cease to be entitled to any lien, benefit or security under this Indenture and the Bond Ordinance. The liability of the City with respect to such Bonds shall continue, but the Registered Owners thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the Defeasance Obligations deposited with the Trustee under Article VIII of this Indenture.

(b) No such deposit under this Section shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any of such Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or any successor provision thereto.

(c) Nothing in this Indenture shall prohibit a defeasance deposit of escrow securities as provided in this Section from being subject to a subsequent sale of such escrow securities and reinvestment of all or a portion of the proceeds of that sale in escrow securities which, together with money to remain so held in trust, shall be sufficient to provide for payment of principal, redemption premium, if any, and interest on any of the defeased Bonds (all as confirmed by a nationally recognized firm of independent public accountants). Amounts held by the Trustee in excess of the amounts needed so to provide for payment of the defeased Bonds may be subject to withdrawal by the City. No such sale and reinvestment as provided in this paragraph shall be made or accepted hereunder unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such sale and reinvestment would not cause any of the defeased Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or any successor provision thereto.

ARTICLE VII

DEFAULT PROVISIONS; REMEDIES

Section 7.01. Defaults. Each of the following events is hereby declared to be an "Event of Default:"

(a) payment of the principal or Redemption Price, if any, of any Bonds shall not be made when and as the same shall become due, whether at maturity or upon call for redemption or otherwise;

(b) payment of any installment of interest on any Bonds shall not be made when and as the same shall become due; or

(c) the City shall fail or refuse to comply with the provisions of this Indenture, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or in the Bonds, which materially affects the rights of the Owners of the Bonds and such failure, refusal or default shall continue for a period

of 45 days after written notice thereof by the Trustee or the Owners of not less than 25 percent in aggregate principal amount of the Outstanding Bonds; *provided, however,* that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45-day period, the time to cure shall be extended for such period as may be necessary to remedy the default with all diligence.

Section 7.02. Remedies. (a) Upon the happening and continuance of any Event of Default specified in paragraph (a) or (b) of Section 7.01 hereof, the Trustee shall proceed, or upon the happening and continuance of any Event of Default (beyond the time periods specified therein) specified in paragraph (c) of Section 7.01 hereof, the Trustee may proceed, and upon the written request of the Owners of not less than 25 percent in aggregate principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of this Section, to protect and enforce its rights and the rights of the Owners of the Bonds by such of the following remedies as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(i) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Owners of the Bonds including the right to require the City to receive and collect taxes adequate to carry out the covenants and agreements as to such taxes and to require the City to carry out any other covenant or agreement with the Owners of the Bonds and to perform its duties under this Indenture;

(ii) by bringing suit upon the Bonds;

(iii) by action or suit in equity, require the City to account as if it were the trustee of an express trust for the Owners of the Bonds; and/or

(iv) by action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

(b) In the enforcement of any rights and remedies under this Indenture, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due from the City but only out of moneys pledged as security for the Bonds for principal, Redemption Price, interest or otherwise, under any provision of this Indenture or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds without prejudice to any other right or remedy of the Trustee or of the Owners of the Bonds, and to recover and enforce a judgment or decree against the City for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any moneys available under this Indenture for such purpose, in any manner provided by law, the moneys adjudged or decreed to be payable.

(c) Under no circumstance may the Trustee declare the principal of any Bond to be due and payable prior to its Maturity Date following the occurrence of an Event of Default under this Indenture.

ARTICLE VIII

TRUSTEE

Section 8.01. Acceptance of Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein. Except as otherwise expressly set forth in this Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Indenture other than as set forth in this Indenture, and this Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under this Indenture. The Trustee shall make payments to Bondholders and effect optional and mandatory redemptions when required, whether or not its fees and expenses have been fully paid.

Section 8.02. Dealing in Bonds. The Trustee, in its individual capacity, may buy, sell, own, hold and deal in any of the Bonds, and may join in any action which the Registered Owner of any Bond may be entitled to take with like effect as if it did not act in any capacity hereunder. The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other function with the City, and may act as depositary, trustee or agent for any committee or body of the Registered Owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

Section 8.03. Compensation of Trustee. The City shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees incurred in and about the performance of their powers and duties under this Indenture and, except as provided in Section 8.01 hereof the Trustee shall have a lien therefor on any and all moneys at any time held by it under this Indenture. The City further agrees to indemnify and save the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, which are not due to its negligence or default.

Section 8.04. Notice to Rating Agencies. The Trustee hereby agrees that if at any time (a) the City redeems any portion of the Bonds Outstanding hereunder prior to their Maturity Date, (b) the City provides for the payment of any portion of the Bonds pursuant to Section 6.01, (c) a successor Trustee is appointed, (d) any supplement to this Indenture shall become effective, or any party thereto shall waive any provision of this Indenture, or (e) with respect to any other information that a Rating Agency may reasonably request in order to maintain the ratings on the Bonds, then, in each case, the Trustee shall give notice thereof to each Rating Agency then maintaining a rating on the Bonds.

Any notice given to a Rating Agency hereunder shall be mailed by first class mail as follows:

If to Fitch: Fitch Ratings Inc.
33 Whitehall Street
New York, NY 10004

If to Kroll: KBRA

845 Third Avenue
Fourth Floor
New York, NY 10022

If to S&P: S&P Global Ratings
130 East Randolph, 36th Floor
Chicago, IL 60601

Section 8.05. Qualification of Trustee. The Trustee hereunder shall be a bank, trust company or national banking association having the powers of a trust company doing business and having a corporate trust office in the City of Chicago, Illinois.

Section 8.06. Responsibilities of Trustee. (a) The recitals of fact herein and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or any Supplemental Indenture or of any Bonds issued hereunder or thereunder or in respect of the security afforded by this Indenture or any Supplemental Indenture and the Trustee shall not incur any responsibility in respect thereof. The Trustee shall, however, be responsible for its representation contained in its certificate of authentication on the Bonds. The Trustee shall not be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof except to the extent such proceeds are paid to the Trustee in its capacity as Trustee. The Trustee shall not be under any obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any action or suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the provisions of paragraph (b) of this Section, the Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct or that of its agents.

(b) The Trustee, prior to the occurrence of an Event of Default and after the remedy of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and each Supplemental Indenture. In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by law, this Indenture and each Supplemental Indenture and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture and any Supplemental Indenture relating to action taken or so to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

Section 8.07. Funds Held in Trust and Security Therefor. Any moneys held by the Trustee, as such, at any time pursuant to the terms of this Indenture or any Supplemental Indenture shall be and hereby are assigned, transferred and set over unto the Trustee in trust for the purposes and upon the terms and conditions of this Indenture or any Supplemental Indenture. Subject to the terms of this Indenture concerning Permitted Investments, all moneys (not including securities) held by the Trustee, as such, may be deposited by the Trustee in its banking department, or with such other banks, trust companies, or national banking associations, each having a place of business in the City of Chicago, Illinois, as may be designated by the City and approved by the

Trustee. No such funds shall be deposited with any bank, trust company or national banking association, other than the Trustee, in an amount exceeding 25 percent of the amount which an officer of such bank, trust company or national banking association shall certify to the Trustee and the City as the combined capital, surplus and undivided profits of such bank, trust company or national banking association. No such funds shall be deposited or remain on deposit with any bank, trust company or national banking association in excess of the amount insured by the Federal Deposit Insurance Corporation, unless (a) such bank, trust company or national banking association shall have deposited in trust with the trust department of the Trustee or with a Federal Reserve Bank or branch or, with the written approval of the Trustee and the City, pledged to some other bank, trust company or national banking association, for the benefit of the City and the appropriate fund, account, subfund or subaccount, as collateral security for the moneys deposited, Qualified Collateral having a current market value (exclusive of accrued interest) at least equal to 110 percent of the amount of such moneys, or (b) in lieu of such collateral security as to all or any part of such moneys, there shall have been deposited in trust with the trust department of the Trustee, for the benefit of the City and the appropriate fund, account, subfund or subaccount, and remain in full force and effect as security for such moneys or part thereof, the indemnifying bond or bonds of a surety company or companies qualified as surety for deposits of funds of the United States of America and qualified to transact business in the State in a sum at least equal to the amount of such moneys or part thereof. The Trustee shall allow and credit interest on any such moneys held by it at such rate as it customarily allows upon similar moneys of similar size and under similar conditions or as required by law. Interest in respect of moneys or on securities in any fund, account, subfund or subaccount shall be credited in each case to the fund, account, subfund or subaccount in which such moneys or securities are held.

Section 8.08. Evidence on which Trustee May Act. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be counsel to the City, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any fund or account, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Indenture upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein or therein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof or thereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by an Authorized Officer.

Section 8.09. Permitted Acts and Functions. The Trustee may become the Owner of any Bonds, with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of

the Owners of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

Section 8.10. Resignation. The Trustee may at any time resign and be discharged of its duties and obligations created by this Indenture by giving not fewer than 60 days' written notice to the City and mailing notice thereof, to the Owners of Bonds at their addresses shown on the registration books kept by the Trustee within 20 days after the giving of such written notice. Such resignation shall take effect upon the appointment and acceptance of appointment of a successor by the City or the Owners of Bonds as herein provided.

Section 8.11. Removal. The Trustee may be removed at any time by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the City, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners of Bonds or by their attorneys duly authorized in writing and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor. The City may remove the Trustee at any time, except during the existence of an Event of Default, for such cause (or upon 30 days' notice for any reason) as shall be determined in the sole discretion of the City by filing with the Trustee an instrument signed by an Authorized Officer and by mailing notice thereof to the Owners of Bonds at their addresses shown on the registration books kept by the Trustee. Any removal of the Trustee shall take effect upon the appointment and acceptance of appointment of a successor Trustee.

Section 8.12. Appointment of Successor. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, a successor may be appointed by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the City, by an instrument or concurrent instruments in writing signed by such Owners or their attorneys duly authorized in writing and delivered to such successor Trustee, notification thereof being given to the City and the predecessor Trustee. Pending such appointment, the City shall forthwith appoint a Trustee to fill such vacancy until a successor Trustee (if any) shall be appointed by the Owners of Bonds as herein authorized. The City shall mail notice to Owners of Bonds of any such appointment within 20 days after such appointment. Any successor Trustee appointed by the City shall, immediately and without further act, be superseded by a Trustee appointed by the Owners of Bonds. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee shall have given to the City written notice of resignation as provided in Section 8.10 hereof or after the occurrence of any other event requiring or authorizing such appointment, the Trustee, or any Owner of Bonds may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Trustee. Any Trustee appointed under the provisions of this Section shall be a bank, trust company or national banking association, in any such case having corporate trust powers, doing business and having a corporate trust office in the City.

Section 8.13. Transfer of Rights and Property to Successor. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the City, a written instrument of acceptance respecting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the request of the City, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the City be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the City.

Section 8.14. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank, trust company or national banking association which is qualified to be a successor to the Trustee under Section 8.12 hereof and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

Section 8.15. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in its own name.

Section 8.16. Evidence of Signatures of Owners and Ownership of Bonds. (a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds, shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

(1) The fact and date of the execution by any Owner or his attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company satisfactory to the Trustee or of any notary public

or other officer authorized to take acknowledgments of deeds to be recorded in the jurisdiction in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

(2) The authority of the person or persons executing any such instrument on behalf of a corporate Owner of Bonds may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(b) The ownership of Bonds and the amount, numbers and other identification, and date of ownership of the same shall be proved by the Bond Register. Any request, consent or vote of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 8.17. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the City and any Owner of Bonds and their agents and their representatives, any of whom may make copies thereof.

ARTICLE IX

SUPPLEMENTAL INDENTURE

Section 9.01. Supplemental Indenture Effective Upon Execution by the Trustee. For any one or more of the following purposes and the purposes enumerated in Section 9.04 hereof, and at any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council of the City, which, upon the filing with the Trustee of a copy of such ordinance certified by the City Clerk and the execution and delivery of such Supplemental Indenture by the City and the Trustee, shall be fully effective in accordance with its terms and not subject to consent by the Registered Owners of the Bonds:

(a) to add to the covenants and agreements of the City in this Indenture other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(b) to add to the limitations and restrictions in this Indenture other limitations and restrictions to be observed by the City which are not contrary to or inconsistent with this Indenture as theretofore in effect;

(c) to surrender any right, power or privilege reserved to or conferred upon the City by the terms of this Indenture, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the City contained in this Indenture;

(d) to confirm, as further assurance, the pledge herein, and the subjection of, additional properties, taxes or other collateral to any lien, claim or pledge created or to be created by, this Indenture;

(e) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Indenture;

(f) to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable and are not contrary to or inconsistent with this Indenture as theretofore in effect; or

(g) to provide additional duties of the Trustee under this Indenture.

Section 9.02. Supplemental Indentures Effective With Consent of Owners of Bonds. At any time or from time to time, a Supplemental Indenture may be authorized by an ordinance adopted by the City Council of the City, subject to consent by the Owners of Bonds in accordance with and subject to the provisions of this Article, which Supplemental Indenture, upon the filing with the Trustee of a copy of such ordinance certified by the City Clerk, upon compliance with the provisions of this Article, and upon execution and delivery of such Supplemental Indenture by the City and the Trustee, shall become fully effective in accordance with its terms.

Section 9.03. General Provisions. (a) This Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article. Nothing in this Article shall affect or limit the right or obligation of the City to adopt, make, do, execute, acknowledge or deliver any ordinance, resolution, act or other instrument pursuant to the provisions of this Article or the right or obligation of the City to execute and deliver to the Trustee any instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustee.

(b) Any ordinance authorizing a Supplemental Indenture referred to and permitted or authorized by Section 9.01 or 9.04 hereof may be adopted by the City Council of the City without the consent of any of the Owners of Bonds, but such Supplemental Indenture shall be executed and delivered by the City and the Trustee and shall become effective only on the conditions, to the extent and at the time provided in this Article. Every Supplemental Indenture delivered to the Trustee for execution shall be accompanied by an opinion of counsel stating that such Supplemental Indenture has been duly and lawfully authorized by the City Council of the City and executed by the City in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and will, when executed and delivered by the Trustee, be valid and binding upon the City and enforceable in accordance with its terms.

(c) The Trustee is hereby authorized to enter into, execute and deliver any Supplemental Indenture referred to and permitted or authorized by this Article and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of counsel that such Supplemental Indenture is authorized or permitted by the provisions of this Indenture.

(d) No Supplemental Indenture shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

(e) No Supplemental Indenture shall take effect unless and until there has been delivered to the Trustee an Opinion of Bond Counsel to the effect that such Supplemental Indenture does not adversely affect the exclusion from gross income for federal income tax purposes to which interest on the Bonds would otherwise be entitled.

Section 9.04. Additional Matters. Additionally, this Indenture may, without the consent of, or notice to, any of the Bondholders, be supplemented and amended, in such manner as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) to provide for certificated Bonds; and

(b) to secure or maintain ratings from any Rating Agency in the highest long term debt rating category, of such Rating Agency which are available for the Bonds, which changes will not restrict, limit or reduce the obligation of the City to pay the principal of, premium, if any, and interest on the Bonds as provided in this Indenture or otherwise adversely affect the Registered Owners of the Bonds under this Indenture.

Section 9.05. Mailing of Notice of Amendment. Any provision in this Article for the mailing of a notice or other paper to owners of Bonds shall be fully complied with if it is mailed postage prepaid only (i) to each Registered Owner of then Outstanding Bonds at his address, if any, appearing upon the registration books maintained by the City at the Designated Corporate Trust Office of the Trustee, and (ii) to the Trustee.

Section 9.06. Powers of Amendment. Any modification or amendment of this Indenture or of the rights and obligations of the City and of the Owners of the Bonds, in particular, which requires the consent of the Bondholders, may be made by a Supplemental Indenture, with the written consent given as provided in Section 9.07, (a) of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given, or (b) in case less than all of the then Outstanding Bonds are affected by the modification or amendment, of the Owners of a majority in aggregate principal amount of the then Outstanding Bonds so affected. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon, or in terms of purchase or the purchase price thereof, without the consent of the owner of such Bonds, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Trustee without its written assent thereto. For the purposes of this Section, a Bond shall be deemed to be affected by a modification or amendment of this Indenture if the same adversely affects or diminishes the rights of the owners of such Bond.

Section 9.07. Consent of Owners of Bonds. (a) The City may at any time authorize a Supplemental Indenture making a modification or amendment permitted by the provisions of

Section 9.06, to take effect when and as provided in this Section. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to the Owners of the Bonds for their consent thereto in form satisfactory to the Trustee, shall be mailed by the City to the Owners of the Bonds (but failure to mail such copy and request shall not affect the validity of the Supplemental Indenture when consented to as in this Section provided). Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when, (i) there shall have been filed with the Trustee (1) the written consents of Owners of the percentages of Outstanding Bonds specified in Section 9.06 and (2) an opinion of counsel stating that such Supplemental Indenture has been duly and lawfully executed and delivered by the City and the Trustee in accordance with the provisions of this Indenture, is authorized or permitted hereby and is valid and binding upon the City and enforceable in accordance with its terms upon its becoming effective as in this Section provided, and (ii) a notice shall have been mailed as hereinafter in this Section provided.

(b) The consent of an Owner of Bonds to any modification or amendment shall be effective only if accompanied by proof of the Ownership, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 8.16. A certificate or certificates signed by the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 8.16 shall be conclusive that the consents have been given by the Owners of the Bonds described in such certificate or certificates. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Owner thereof has notice thereof) unless such consent is revoked in writing by the Owner of such Bonds giving such consent or a subsequent Owner thereof by filing such revocation with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with the Trustee.

(c) At any time after the Owners of the required percentages of Bonds shall have filed their consents to the Supplemental Indenture, the Trustee shall make and file with the City a written statement that the Owners of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture entered into by the City and the Trustee as of a stated date, a copy of which is on file with the Trustee) has been consented to by the Owners of the required percentages of Bonds and will be effective as provided in this Section, shall be given to Owners by the Trustee by mailing such notice to the Owners of the Bonds (but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as provided in this Section). The Trustee shall file with the City proof of the mailing of such notice. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Indenture making such amendment or modification shall be deemed conclusively binding upon the Trustee and the Owners of all Bonds at the expiration of 40 days after the filing with the Trustee of proof of the mailing of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Indenture in a legal action or equitable proceeding for such purpose commenced

within such 40-day period; except that the Trustee and the City, during such 40-day period and any such further period during which any such action or proceeding may be pending, shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

Section 9.08. Modifications by Unanimous Consent. The terms and provisions of this Indenture and the rights and obligations of the City and of the Owners of the Bonds hereunder may be modified or amended in any respect upon the consent of the Owners of all the then Outstanding Bonds to the execution and delivery of such Supplemental Indenture, such consent to be given as provided in Section 9.07 except that no notice to the Owners of the Bonds shall be required; but no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without its written assent thereto.

Section 9.09. Exclusion of Bonds. Bonds owned by or for the account of the City shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the City shall furnish the Trustee with a Certificate upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 9.10. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in this Article provided may, and, if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the Designated Corporate Trust Office of the Trustee or upon any exchange or registration of transfer of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such exchange or registration of transfer by the Trustee as to any such action. If the City or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the City to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Owner, for Bonds of the same maturity upon surrender of such Bond.

ARTICLE X

MISCELLANEOUS

Section 10.01. Severability. If any provision of this Indenture shall be held or deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 10.02. Payments Due on Saturdays, Sundays and Holidays. If the date for making any payment, or the last date for the performance of any act or the exercise of any right, as provided in this Indenture, shall not be a Business Day, such payment may be made, act performed or right exercised on the next Business Day with the same force and effect as if done

on the nominal date provided in this Indenture, and no interest shall accrue for the period after such nominal date.

Section 10.03. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.04. Rules of Interpretation. Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof, "hereinbefore," "hereinafter" and other equivalent words refer to this Indenture and not solely to the particular portion in which any such word is used. In the event of any conflict between the provisions of this Indenture and the Bond Ordinance (including in the form of Bond attached hereto as *Exhibit A*), the terms of this Indenture shall be deemed to control.

Section 10.05. Captions. The captions and headings in this Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Indenture.

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

CITY OF CHICAGO

By: _____
Chief Financial Officer

[SEAL]

Attest:

By: _____
City Clerk

_____

_____,
as Trustee

By: _____
Name: _____
Authorized Signatory

(Sub)Exhibits "A" and "B" referred to in this Trust Indenture read as follows:

(Sub)Exhibit "A".
(To Trust Indenture)

Form Of Bond.

REGISTERED
No. R-_____ $_____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

CITY OF CHICAGO

GENERAL OBLIGATION BOND
SERIES _____

See Reverse Side for Additional Provisions

Interest Rate:	Maturity Date:	Dated Date:	CUSIP:
____%	_____, 20__	_____	_____

Registered Owner: CEDE & CO.

Principal Amount:

The City of Chicago (the "*City*") hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the date of this Bond or the most recent interest payment date to which interest has been paid at the Interest Rate per annum set forth above on _____ and _____ of each year commencing _____, until said Principal Amount is paid. Principal of this Bond and redemption premium, if any, shall be payable in lawful money of the United States of America upon presentation and surrender at the designated corporate trust office of _____, _____, as bond trustee, bond registrar and paying agent (the "*Bond Registrar*"). Payment of the installments of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond Registrar at the close of business on the 15th day of the month next preceding each interest payment date and shall be paid by check or draft of the Bond Registrar mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar or, at the option of any Registered Owner of $1,000,000 or more in aggregate principal amount of the Bonds, by wire transfer of immediately available funds to such bank in the continental United States of America as the Registered Owner hereof shall request in writing to the Bond Registrar.

Reference is made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, and have been done and performed in regular and due form and time as required by law; that the indebtedness of the City, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax sufficient to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago by the City Council has caused its corporate seal to be imprinted by facsimile hereon and this Bond to be signed by the duly authorized facsimile signature of the Mayor and attested by the facsimile signature of the City Clerk, all as of the Dated Date identified above.

(Facsimile Signature)
Mayor
City of Chicago

Attest:

(Facsimile Signature)
City Clerk
City of Chicago

[SEAL]

Date of Authentication: _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Bond Ordinance and is one of the General Obligation Bonds, Series _____, of the City of Chicago.

_____, as Trustee

By: (Manual Signature)
Authorized Officer

[Form of Bond — Reverse Side]

CITY OF CHICAGO
GENERAL OBLIGATION BOND
SERIES _____

For the prompt payment of this Bond, both principal and interest, as aforesaid, as the same become due, and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City irrevocably pledged.

This Bond is one of a series of Bonds aggregating the original principal amount of $_____ issued pursuant to the constitutional home rule powers of the City for the purposes of (i) paying costs of the Purposes described in the hereinafter-defined Bond Ordinance, (ii) capitalizing or funding such interest on the Bonds as may be necessary, (iii) paying costs of credit enhancements, and (iv) paying expenses incidental to the issuance of the Bonds, and was authorized by an Ordinance adopted by the City Council of the City on _____, 20__ (the *"Bond Ordinance"*).

The Bonds maturing on or after _____, are redeemable prior to maturity at the option of the City, in whole or in part on any date on or after _____, and if less than all of the outstanding Bonds are to be redeemed, the Bonds to be called shall be called from such maturities and interest rates as shall be determined by the City and if less than all of the Bonds of a single maturity and the same interest rate are to be redeemed then by lot within such maturity and interest rate in the manner hereinafter provided, the Bonds to be redeemed at the redemption price of 100% of the principal amount thereof being redeemed, plus accrued interest, if any, to the date of redemption.

The Bonds maturing on _____, 20__, are subject to mandatory redemption prior to maturity on _____ of the years 20__ to 20__, inclusive, and the Bonds maturing on _____, 20__, are subject to mandatory redemption prior to maturity on _____ of the years 20__ to 20__, inclusive, in each case at par and accrued interest to the date fixed for redemption.

In the event of the redemption of less than all the Bonds of like maturity and interest rate, the aggregate principal amount thereof to be redeemed shall be $5,000 or an integral multiple thereof, and the Bond Registrar shall assign to each Bond of such maturity and interest rate a distinctive number for each $5,000 principal amount of such Bond and shall select by lot from the numbers so assigned as many numbers as, at $5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; *provided* that only so much of the principal amount of each Bond shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.

In the event of the redemption of less than all of the Bonds of like maturity and interest rate, the Bonds to be redeemed will be selected pro-rata in the manner determined pursuant to the Bond Ordinance.

Notice of any such redemption shall be sent by first class mail not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Registered Owner of each Bond to be redeemed at the address shown on the registration books of the City maintained by the Bond Registrar or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar; *provided* that the failure to mail any such notice or any defect therein as to any Bond shall not affect the validity of the proceedings for the redemption of any other Bond. When so called for redemption, this Bond shall cease to bear interest on the specified redemption date, *provided* that funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Bond Registrar in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations, of the same interest rate, series and maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Bond Registrar shall not be required to transfer or exchange this Bond (A) after notice calling this Bond for redemption has been mailed, or (B) during a period of 15 days next preceding mailing of a notice of redemption of this Bond.

The Bonds are issued in fully registered form in the denomination of $5,000 each or authorized integral multiples thereof. This Bond may be exchanged at the designated corporate trust office of the Bond Registrar for a like aggregate principal amount of Bonds of the same interest rate, series and maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and redemption premium, if any, and for all other purposes and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

(ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____

(Name and Address of Assignee)

the within Bond and irrevocably constitutes and appoints _____

_____

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

Dated: _____

Signature guaranteed: _____

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

(Sub)Exhibit "B".
(To Trust Indenture)

Form Of Project Fund Requisition.

To: _____, as Trustee

Re: City of Chicago General Obligation Bonds, Series _____ ("_____ Bonds")

Requisition No._____

Date: _____

Ladies and Gentlemen:

You are requested to disburse funds from the "City of Chicago General Obligation Bonds, Series _____ Project Fund" (the "Project Fund") pursuant to Section 4.04 of the Indenture (defined below) in the amount(s) and for the purpose(s) set forth on Exhibit A to this requisition (this "Requisition"). The terms used in this Requisition shall have the meanings given to those terms in the Trust Indenture (the "Indenture"), dated as of _____, 20__ by and between the City of Chicago and _____, as Trustee, securing the above referenced _____ Bonds.

The undersigned certifies that:

(i) the costs in an aggregate amount set forth in this Requisition are necessary and appropriate Project Costs that (a) have been incurred and paid or (b) are expected to be paid within the next 60 days;

(ii) the amount to be paid or reimbursed to the City as set forth in this Requisition is reasonable and represents a part of the amount payable for the Project Costs and such payment is to be made or, in the case of reimbursement to the City, was made, in accordance with the terms of any applicable contracts and in accordance with usual and customary practice under existing conditions;

(iii) no part of the Project Costs that are the subject of this Requisition was included in any requisition previously filed with the Trustee under the provisions of this Indenture;

(iv) the use of the money so withdrawn from the Series _____ Project Fund and the use of the facilities provided with such moneys will not result in a violation of any applicable covenant, term or provision of the Tax Certificate; and

(v) there shall be no use, transfer or reallocation of the sales proceeds of the _____ Bonds that deviates from the limitations and allocations of the not to exceed principal amounts pertaining to each purpose for which the _____ Bonds were issued, all as set forth in the Bond Ordinance.

Payment instructions sufficient to make the requested disbursement are provided by the City and attached hereto.

This Requisition is executed and delivered as of the date first set forth above.

City of Chicago

By: _____

Name: _____

Title: _____

[(Sub)Exhibit "A" referred to in this Form of Project Fund Requisition unavailable at time of printing.]

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF SECTION 3-56-050 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION (e) REGARDING WAIVER OF LATE FEES.

[SO2025-0015307]

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

CHICAGO, February 19, 2025.

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 amendment of Section 3-56-050 of the Municipal Code of Chicago by adding a new subsection (e) under Fees -- Late fees (SO2025-0015307), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 3-56-050 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

3-56-050 Fees -- Late Fees.

(Omitted text is unaffected by this ordinance.)

(e) For a single period in 2025 of up to 31 continuous days, the City Clerk may waive late fees required by Section 3-56-050 of the Municipal Code of Chicago for those people who owe late fees and apply for an initial or renewal wheel tax emblem during that period.

SECTION 2. This ordinance shall take effect upon passage and publication.

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2025 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2025-0014896]

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

CHICAGO, February 19, 2025.

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 2025 amendment within Fund Number 925 (SO2025-0014896), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2025 (the "2025 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Department of Housing previously appropriated federal COVID-19 carryover grant funds for the Emergency Rental Housing Assistance program and now wishes to reallocate $2,000,000 to the Department of Family and Support Services ("DFSS") for the same program; and

WHEREAS, The City through DFSS has been awarded additional carryover state grant funds in the amount of $372,000 by the Illinois Department on Aging ("IDOA") for the Area Plan on Aging program; and

WHEREAS, The City through DFSS has been awarded state grant funds in the amount of $50,000 by IDOA for the Dementia Friendly Illinois Communities program; and

WHEREAS, The City through DFSS expects to be awarded state grant funds in the amount of $14,000,000 by the Illinois Department of Commerce and Economic Opportunity for the Capital for Senior Center program; and

WHEREAS, The City through DFSS has been awarded state grant funds in the amount of $3,150,000 by the Illinois Department of Human Services for the Emergency Transitional Housing program; and

WHEREAS, The City through its Department of Transportation has been awarded state pass-through grant funds in the amount of $5,000,000 by the Regional Transportation Authority for the Regional Transportation Authority program; now, therefore,

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

SECTION 1. The amount of $22,572,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2025. The 2025 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 2025 Appropriation Ordinance.

ESTIMATE OF GRANT REVENUE FOR 2025

CODE	DEPARTMENT AND ITEM	STRIKE AMOUNT	ADD AMOUNT				
925 - Grant Funds							
925S – State Grant Fund		$1,059,006,000	$1,081,578,000				
Dept #	Dept. and Grant Name	STRIKE AMOUNT 2025 Anticipated Grant	ADD AMOUNT 2025 Anticipated Grant	STRIKE AMOUNT (2025 TOTAL) Includes anticipated carryover	ADD AMOUNT (2025 TOTAL) Includes anticipated carryover	STRIKE AMOUNT (2025 Total)	ADD AMOUNT (2025 Total)
021	**Department of Housing**						
	925C: 2835: Emergency Rental Housing Asst.			$ 6,984,000	$ 4,984,000	$ 6,984,000	$ 4,984,000
050	**Department of Family and Support Services**						
	925C: 2836: Emergency Rental Housing Asst.		$ 2,000,000				$ 2,000,000
	925S: 2904: Area Plan on Aging			$17,372,000	$17,744,000	$34,772,000	$35,144,000
	925S: New: Dementia Friendly Illinois Communities		$ 50,000				$ 50,000
	925S: New: Capital for Senior Center		$14,000,000				$14,000,000
	925S: Emergency Transitional Housing "Bridge"		$ 3,150,000				$ 3,150,000
084	**Department of Transportation**						
	925S: Regional Transportation Authority		$ 5,000,000				$ 5,000,000

TRANSFER OF YEAR 2025 FUNDS WITHIN COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

[SO2025-0014863]

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

CHICAGO, February 19, 2025.

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 the Committee on Immigrant and Refugee Rights for Year 2025 (SO2025-0014863), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2025. This transfer will leave sufficient unencumbered

appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/Department	Account	Amount
Commodities and Materials	0100	015/2278	0300	$460

TO:

Purpose	Fund	Code/Department	Account	Amount
Contractual Services	0100	015/2278	0100	$460

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of the Committee on Immigrant and Refugee Rights during said year.

SECTION 3. This ordinance takes effect 10 days after its passage and publication.

TRANSFER OF YEAR 2024 FUNDS WITHIN 9TH WARD WAGE ALLOWANCE/ ALDERMANIC EXPENSE ACCOUNT.

[SO2025-0014500]

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

CHICAGO, February 19, 2025.

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 9th Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2025-0014500), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City 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
Wage Allowance	0100	015/2309	0017	$52,650.64

TO:

Purpose	Fund	Code/Department	Account	Amount
Aldermanic Expense Account	0100	015/2309	9008	$52,650.64

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 9008 Aldermanic Expense Account for Ward 9 during said year.

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

TRANSFER OF YEAR 2025 FUNDS WITHIN 26TH WARD WAGE ALLOWANCE/ ALDERMANIC EXPENSE ACCOUNT.

[O2025-0014906]

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

CHICAGO, February 19, 2025.

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 26th Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (O2025-0014906), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2025. 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	$22,932	26

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wage Allowance	0100	015/2005	0017	$22,932	26

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 26 during said year.

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

TRANSFER OF YEAR 2025 FUNDS WITHIN 29TH WARD WAGE ALLOWANCE/ ALDERMANIC EXPENSE ACCOUNT.

[SO2025-0014875]

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

CHICAGO, February 19, 2025.

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 29th Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (SO2025-0014875), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2025. 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
Aldermanic Expense Account	0100	015/2005	9008	$38,000

TO:

Purpose	Fund	Code/Department	Account	Amount
Wage Allowance	0100	015/2005	0017	$38,000

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 29 during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

TRANSFER OF YEAR 2025 FUNDS WITHIN 38TH WARD WAGE ALLOWANCE/ ALDERMANIC EXPENSE ACCOUNT.

[O2025-0014642]

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

CHICAGO, February 19, 2025.

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 38th Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (O2025-0014642), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2025. 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	$55,000	38

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wage Allowance	0100	015/2005	0017	$55,000	38

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 38 during said year.

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

TRANSFER OF YEAR 2025 FUNDS WITHIN 42ND WARD WAGE ALLOWANCE/ ALDERMANIC EXPENSE ACCOUNT.

[O2025-0014897]

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

CHICAGO, February 19, 2025.

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 42nd Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (O2025-0014897), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2025. 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	$20,000.00	42

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wage Allowance	0100	015/2005	0017	$20,000.00	42

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 42 during said year.

SECTION 3. This ordinance shall take effect 10 days after its passage and publication.

TRANSFER OF YEAR 2025 FUNDS WITHIN 47TH WARD WAGE ALLOWANCE/ ALDERMANIC EXPENSE ACCOUNT.

[SO2025-0014814]

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

CHICAGO, February 19, 2025.

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 47th Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (SO2025-0014814), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2025. 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
Aldermanic Expense Account	0100	015/2347	9008	$10,000

TO:

Purpose	Fund	Code/Department	Account	Amount
Wage Allowance	0100	015/2347	0017	$10,000

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

SECTION 3. This ordinance takes effect 10 days after its passage and publication.

COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

APPOINTMENT OF JULIE CAMERON AS MEMBER OF NORTH MICHIGAN AVENUE ADVISORY COUNCIL COMMISSION (SPECIAL SERVICE AREA NO. 76-2024).

[A2025-0014861]

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

CHICAGO, February 11, 2025.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 11, 2025, recommends *Approval* of the appointment of Julie Cameron as a member of Special Service Area Number 76-2024, the North Michigan Avenue Advisory Council Commission (A2025-0014861), introduced on January 15, 2025, by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Julie Cameron as a member of the North Michigan Avenue Advisory Council Commission (Special Service Area Number 76-2024) 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 Harris moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF JOHN HARDER AS MEMBER OF NORTH MICHIGAN AVENUE ADVISORY COUNCIL COMMISSION (SPECIAL SERVICE AREA NO. 76-2024).

[A2025-0014860]

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

CHICAGO, February 11, 2025.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 11, 2025, recommends *Approval* of the appointment of John Harder as a member of Special Service Area Number 76-2024, the North Michigan Avenue Advisory Council Commission (A2025-0014860), introduced on January 15, 2025, by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of John Harder as a member of the North Michigan Avenue Advisory Council Commission (Special Service Area Number 76-2024) 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 Harris moved to reconsider the foregoing vote. The motion was lost.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 4901 W. ARTHINGTON ST.

[O2025-0014831]

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

CHICAGO, February 11, 2025.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 11, 2025, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 4901 West Arthington Street (O2025-0014831), introduced on January 15, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, 4901 Arthington LLC, a Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 4901 West Arthington Street, Chicago, Illinois 60644, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant has constructed an approximately 25,125-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 redevelop a vacant property, grow a Chicago business, and create new full-time jobs; and

WHEREAS, It is intended that the Applicant will use the Subject Property as the company's headquarters and principal manufacturing plant; 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, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. The Commissioner of the City's Department of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Subject Property:

Lots 1 to 12, both inclusive, in Block 2 in Mandell's Subdivision of Lots 165, 166 and 167 in School Trustee's Subdivision of the north part of Section 16, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers ("PINs")
For The Subject Property:

16-16-410-005-0000; and

16-16-410-008-0000.

Exhibit "B".
(To Ordinance)

Tax Incentive Classification Redevelopment Agreement With 4901 Arthington 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	Section 8 Environmental Matters
Signature Page	Section 9 Indemnification
Section 1 Recitals	Section 10 Default and Remedies
Section 2 Definitions	Section 11 Mortgaging of the Project
Section 3 The Project	Section 12 General Provisions
Section 4 Conditions Precedent	Exhibit A Legal Description of the Property
Section 5 Completion of Construction or Rehabilitation	Exhibit B Insurance Requirements
Section 6 Covenants/Representations/Warranties of Developer	Exhibit C Annual Compliance Report
Section 7 Maintaining Records and Right to Inspect	

PROJECT INFORMATION

Term (Agreement Section where first used)	**Definition**
Agreement Date (preamble)	_____, 2025
Developer (preamble)	4901 Arthington LLC, an Illinois limited liability company
Project (3.01)	4901 Arthington LLC is a native Chicago e-commerce manufacturer of denim garments, clothing, and accessories. Prior to the applicant's purchase in 2021, the 25,125 square foot subject property had been vacant since April of 2019. The applicant invested over $1.6 million in the acquisition, a complete roof and sprinkler system replacement, and equipment upgrades. The improved property now serves as the company's headquarters and principal manufacturing plant after it moved from the 8,000 square foot 333 W. Harrison St.
Ordinance Date (Recitals)	[INSERT]
Commencement Date (3.01)	[INSERT]
Completion Date (3.01)	[INSERT]
Facility (3.04)	The approximately 25,125 square foot industrial building located on the Property
Minimum Project Investment (3.04)	$1,625,211, see Project Budget
Certificate Deadline (5.03)	[THE DATE 2 YEARS AFTER THE ORDINANCE DATE]
Notice Addresses (12.14)	If to the Developer: 4901 Arthington LLC, 520 S. State St. Apt 1110, Chicago, IL 60605, Attention: Robert McMillan If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division
Tax Incentive (Recitals)	The Class 6b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

Signature page to Redevelopment Agreement

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

4901 ARTHINGTON LLC,
an Illinois limited liability company

By:_____
Name: Robert McMillan
Title: Managing Member

CITY OF CHICAGO

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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert McMillan, personally known to me to be the Managing Member of 4901 Arthington LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by Developer, as his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2025.

_____
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 _____, 2025.

_____
Notary Public

My Commission Expires_____

(SEAL)

SECTION 1. RECITALS

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

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

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

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

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

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

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

"City Council" shall have the meaning set forth in the Recitals hereof.

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

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

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

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tenant" shall mean the third party, or such other tenant approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

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

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; or (d) any reduction in the Minimum Project Investment. 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.

4.02 Lease. If applicable, the Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

4.03 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.04 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit B hereto, including Accord Form 27 certificates evidencing the required coverages; and

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 ten (10) additional full-time equivalent (minimum of 35 hours per week), permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of fifty (50) full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit B.

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.

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

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

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

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless

such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

If a mortgagee succeeds to Developer's interest in the Property or any portion thereof by exercising remedies under such mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts a written assignment of Developer's interest under this Agreement, the City agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer under this Agreement.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; or (iv) decreases the Minimum Project Investment by five percent (5%) 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 4901 Arthington LLC constitutes Exhibit "A" to ordinance and printed on page 24228 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this Tax Incentive Classification Redevelopment Agreement with 4901 Arthington LLC read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment Agreement With 4901 Arthington 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 "C".
(To Tax Incentive Classification Redevelopment Agreement With 4901 Arthington LLC)

Annual Compliance Report.

Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, 4901 Arthington 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.

_____ _____

4901 Arthington LLC [Insert Date]

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 4209 W. LAWRENCE AVE.

[O2025-0014830]

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

CHICAGO, February 11, 2025.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 11, 2025, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 4209 West Lawrence Avenue (O2025-0014830), introduced on January 15, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Sinya Properties LLC, a Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 4209 West Lawrence Avenue, Chicago, Illinois 60630, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate an approximately 5,400-square-foot industrial facility located on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to enhance the character of real estate in the City and Cook County, contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County, contribute to the long-term growth of Cook County's tax base, and to provide greater tax revenues to the City and Cook County by increasing economic activity at the Subject Property; and

WHEREAS, It is intended that the Applicant will use the Subject Property to establish a state-of-the-art central kitchen for storing and wholesaling supplies, designed to support existing restaurants located throughout the City; 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 the Lawrence/Pulaski 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 Lawrence/Pulaski 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 DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Subject Property:

Lots 4 and 5 in Block 3 in Harvey S. Brackett's Lawrence Avenue Villa Tract, a subdivision of part of the northeast quarter of Section 15, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

4209 West Lawrence Avenue
Chicago, Illinois 60630.

Permanent Real Estate Tax Index Number ("PIN")
For The Subject Property:

13-15-203-005-0000.

Exhibit "B".
(To Ordinance)

Tax Incentive Classification Redevelopment Agreement With Sinya Properties 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)	_____, 2025
Developer (preamble)	Sinya Properties LLC, an Illinois limited liability company
Project (3.01)	Rehabilitation of an abandoned industrial facility to establish a state-of-the-art central kitchen for storing and wholesaling supplies, designed to support existing restaurants located throughout the City.
Ordinance Date (Recitals)	_____, 2025
Commencement Date (3.01)	December 1, 2023
Completion Date (3.01)	May 31, 2025
Facility (3.04)	the approximately 5,400 square foot industrial building located on the Property
Minimum Project Investment (3.04)	$1,000,000, see Project Budget
Certificate Deadline (5.03)	THE DATE 2 YEARS AFTER THE ORDINANCE DATE
Notice Addresses (12.14)	If to the Developer: Sinya Properties LLC, 3224 N Damen Ave, Chicago, Illinois 60618 Attention: Ibrahim Fattah If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division
Tax Incentive (Recitals)	The Class 6b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

Signature page to Redevelopment Agreement

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

SINYA PROPERTIES LLC,
an Illinois limited liability company

By:_____
Name: Ibrahim Fattah
Title: Managing Member

CITY OF CHICAGO

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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ibrahim Fattah, personally known to me to be the Managing Member of Sinya Properties LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by Developer, as his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2025.

_____
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 _____, 2025.

_____
Notary Public

My Commission Expires_____

(SEAL)

SECTION 1. RECITALS

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

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

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

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

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

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

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

"City Council" shall have the meaning set forth in the Recitals hereof.

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

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

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

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tenant" shall mean the third party, or such other tenant approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

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

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

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection

therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Lease. If applicable, the Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

4.03 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.04 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

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

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

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

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

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

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than three (3) 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 fifteen (15) 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 eighteen (18) full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws,

statutes, ordinances (including the City Ordinance), rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

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

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

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

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

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

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

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

6.16 FOIA and Local Records Act Compliance.

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

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

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

the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this

Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

If a mortgagee succeeds to Developer's interest in the Property or any portion thereof by exercising remedies under such mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts a written assignment of Developer's interest under this Agreement, the City agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer under this Agreement.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

12.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

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

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

12.05 No Implied Waivers. No waiver by either party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either party in any case will, of itself, entitle that party to any further notice or demand in similar or other circumstances.

12.06 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

12.07 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

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

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

12.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

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

all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

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

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

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

12.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

12.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

12.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting

at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code); or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

[(Sub)Exhibit "A" referred to in this Tax Incentive Classification Redevelopment Agreement with Sinya Properties LLC constitutes Exhibit "A" to ordinance and printed on page 24253 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with Sinya Properties LLC read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment Agreement With Sinya Properties LLC)

MBE/WBE Budget.

Minimum Project Investment:	$1,000,000
Hard Construction Costs:	$ 400,819
M/WBE Targets:	
MBE	$ 104,213 (26 percent)
WBE	$ 24,049 (6 percent)
Total M/WBE Budget:	$ 128,262

(Sub)Exhibit "C".
(To Tax Incentive Classification Redevelopment Agreement With Sinya Properties 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 Sinya Properties LLC)

Annual Compliance Report.

Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, Sinya Properties LLC, an Illinois limited liability company ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202_ through July 31, 202_:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202_:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

-- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.

-- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than 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.

Sinya Properties LLC [Insert Date]

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment Agreement With Sinya Properties 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 PROPERTY AT 4221 N. NORMANDY AVE.

[O2025-0014840]

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

CHICAGO, February 11, 2025.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 11, 2025, recommends passage of an ordinance in support for renewal of a Cook County Class 6(b) tax incentive for the property at 4221 North Normandy Avenue (O2025-0014840), introduced on January 15, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, 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, JONCHRIS LLC, an Illinois limited liability company (the "Applicant"), is the owner of certain real estate located generally at 4221 North Normandy Avenue, Chicago, Illinois 60634, as further described on Exhibit A hereto (the "Subject Property") and has constructed an approximately 65,000-square-foot industrial facility thereon; and

WHEREAS, On April 6, 2005, the City Council of the City (the "City Council") enacted a resolution supporting and consenting to the Class 6(b) classification by the Office of the Assessor of Cook County (the "Assessor") of certain property located generally at 4201 North Normandy Avenue, Chicago, Illinois (the "Original Property") owned by the Applicant; and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Original Property in 2005; and

WHEREAS, The Subject Property represents a portion of the Original Property; and

WHEREAS, On April 15, 2015, the City Council enacted a resolution for the renewal of the Class 6(b) classification of the Original Property by the Assessor; and

WHEREAS, The Assessor granted the first Class 6(b) tax incentive renewal in connection with the Subject Property in 2015; and

WHEREAS, The Applicant had leased the Subject Property to a tenant that used the Subject Property for industrial purposes until September 2023; and

WHEREAS, The Applicant has not been able to locate a new tenant since September 2023; and

WHEREAS, The City's Department of Planning and Development has determined that certain special circumstances, including the length of the vacancy, the restrictive use conditions, and the material adverse impact to marketability, competitive positioning, and re-occupancy to eliminate said vacancy without the incentive (collectively, the "Special Circumstances") justify a finding that the Subject Property is "abandoned" for the purpose of Class 6(b); and

WHEREAS, The Applicant has filed an application for a second renewal of the Class 6(b) classification in connection with the Subject Property 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 determines that the Special Circumstances justify finding that the Subject Property is deemed "abandoned" for the purpose of Class 6(b). The City hereby determines that once the Subject Property is re-occupied by a tenant with an industrial purpose, the future 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:

That part of the southeast quarter of Section 18 described as follows: beginning at the southeast corner of Lot 1 in Chicago Industry Tech Park I; thence south 00 degrees, 00 minutes, 43 seconds west, 473.43 feet; thence south 89 degrees, 51 minutes, 09 seconds west, 325.43 feet; thence north 00 degrees, 00 minutes, 43 seconds east, 474.43 feet; thence south 89 degrees, 59 minutes, 17 seconds east, 325.43 feet to the point of beginning.

Permanent Real Estate Tax Index Number ("PIN")
For The Subject Property:

13-18-409-090-0000.

SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 5440 -- 5450 N. NORTHWEST HWY.

[O2025-0014835]

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

CHICAGO, February 11, 2025.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 11, 2025, recommends passage of an ordinance in support for renewal of a Cook County Class 6(b) tax incentive for the property at 5440 -- 5450 North Northwest Highway (O2025-0014835), introduced on January 15, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, 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, Topweb LLC, an Illinois limited liability company (the "Applicant"), is the owner of certain real estate located generally at 5440 -- 5450 North Northwest Highway, Chicago, Illinois 60630, as further described on Exhibit A hereto (the "Subject Property") and has constructed an approximately 57,000-square-foot industrial facility thereon; and

WHEREAS, On April 15, 2015, 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 2015; 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 1:

The southeast 200 feet of the northwest half of that part of the west half of the northeast quarter of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, lying southwesterly of Norwood Park Avenue or Rand Road and northeasterly of the right-of-way of the Chicago and North Western Railway Company bounded as follows: beginning at the intersection of the east line of the west quarter of the northeast quarter of Section 8 aforesaid and the south line of Norwood Park Avenue; thence northwesterly along the south line of Norwood Park Avenue 200 feet; thence south on a line parallel with the east line of the west half of the west half of the northeast quarter of Section 8 aforesaid to the right-of-way of the Chicago and North Western Railway Company; thence southeasterly along the northeasterly line of the Chicago and North Western Railway Company right-of-way to the east line of the west half of the west half of the northeast quarter of Section 8 aforesaid; thence north along said line to the point of beginning excepting therefrom that part thereof described as follows: commencing at the point on the easterly line of said tract of land, said point being the intersection of the easterly line of said tract of land with a line drawn southwesterly from and at right angles to the southwesterly line of Northwest Highway, from a point 55 feet southerly measured along said southwesterly line from the said northeasterly corner of said tract of land; thence southwesterly along said right angles line 74.10 feet, more or less, to the right-of-way of the Chicago and North Western Railway; thence southeasterly along said right-of-way 54.60 feet, more or less, to the southeast corner of said tract of land; running thence northerly along the easterly line of said tract of land 92.35 feet, more or less, to the point of beginning; also excepting from said southeasterly 200 feet that part thereof lying north west of a line drawn at right angles in the line of Norwood Park Avenue through a point on the southwesterly line of said Norwood Park Avenue, 56.26 feet northwest of the east line of the west half of the west half of the said northeast quarter of Section 8 aforesaid, as established by decree of Superior Court in Case Number 402084.

Parcel 2:

That part of the west half of the northeast quarter of Section 8, Township 40 North, Range 13, East of The Third Principal Meridian, bounded and described as commencing at the northwest corner of Lot 1 of the Owner's Division of part of said west half of the northeast quarter; thence running southeasterly along the northeasterly line of said Lot 1, 55 feet; running thence southwesterly at right angles to said northeasterly line of said Lot 1, 74.45 feet, more or less, to the westerly line of said Lot 1; running thence northerly along said westerly line, 93.36 feet to the point of beginning.

Parcel 3:

Lots 1 and 2 in Owner's Division, being a subdivision of that part of the west half of the northeast quarter of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at a point on the east line of the west half of the west half of the northeast quarter of Section 8 aforesaid, where the said east line intersects the southern boundary line of Norwood Park Avenue (now Northwest Highway); thence southeasterly along said southern boundary line of Norwood Park Avenue aforesaid, 407 feet; thence southerly on a line parallel to said east line of the west half of the west half of the northeast quarter of Section 8 aforesaid, to the northeasterly line of the right-of-way of Chicago and North Western Railway Company; thence northwesterly along the northeasterly line of said right-of-way of said Chicago and North Western Railway Company to the east line of the west half of the west half of the northeast quarter of Section 8 aforesaid; thence northerly along said east line of the west half of the west half of the northeast quarter of Section 8 aforesaid to the point of beginning; (excepting from Lot 1 aforesaid, that part of said Lot 1 described as follows: commencing at the northwest corner of Lot 1 of Owner's Division of part of said west half of the northeast quarter; thence running southeasterly along the northeasterly line of said Lot 1, 55 feet running southwesterly at right angles to said northeasterly line of said Lot 1, 74.45 feet, more or less, of the westerly line of said Lot 1; running thence northerly along said westerly line, 93.36 feet to point of beginning.)

Parcel 4:

That part of the southeast 200 feet of the northwest half of that part of the west half of the northeast quarter, between Railroad and Bank Road of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at a point on the easterly line of said tract of land, said easterly line being the east line of the west half of the west half of the northeast quarter of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, as established by a decree of the Superior Court of Cook County, Illinois on August 27, 1924 in Case Number 402084, 93.36 feet, more or less, southerly from the northeasterly corner of said tract, said point being the intersection of the said easterly line with a line drawn southwesterly from and at right angles to southwesterly line of Northwest Highway, from a point 55 feet southeasterly measured along said southwesterly line from the said northeasterly corner of said tract;

thence southwesterly along said right angles line 74.10 feet, more or less, to the right-of-way of the Chicago and North Western Railway; thence southeasterly along said right-of-way, 54.60 feet, more or less, to the southeast corner of said tract; thence northerly along said easterly line 92.36 feet, more or less, to the point of beginning, in Cook County, Illinois.

Parcel 5:

Lots 3, 4 and 5 in Owner's Division of a parcel of land described as follows: commencing at a point on the east line of the west half of the west half of the northeast quarter of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, where said east line intersects the southern boundary line of Norwood Park Avenue (now Northwest Highway); thence southeasterly along said southern boundary line of Norwood Park Avenue, 407 feet; thence southerly on a line parallel to the east line of the west half of the west half of the northeast quarter of said Section 8 to the northeasterly line of the right-of-way of the Chicago and North Western Railroad Company; thence northwesterly along the northeasterly line of the right-of-way of said Chicago and North Western Railroad Company to said east line of the west half of the west half of the northeast quarter of said section; thence northerly along said east line of the west half of the west half of the southeast quarter of said Section 8 to the point of beginning, said east line of the west half of the west half of the northeast quarter of said Section 8, being the boundary line established by decree of Superior Court in Cook County, Illinois, August 27, 1924 in Case Number 402084, in Cook County, Illinois.

Parcel 6:

The southeasterly 97.15 feet (as measured along the southwesterly line of Northwest Highway) of that part of the west half of the northeast quarter, lying between the said southwesterly line of Northwest Highway (formerly Norwood Park Avenue) and the northeasterly line of the Chicago and Northwestern Railroad Company right-of-way of Section 8, Township 40 North, Range 13, East of the Third Principal Meridian, lying northwest of a line drawn at right angles to the southwesterly line of Northwest Highway (formerly Norwood Park Avenue) through a point in the southwesterly line of said Northwest Highway (formerly Norwood Park Avenue), 56.25 feet northwest of the east line of the west half of the west half of the northeast quarter of said Section 8, as established by decree of the Superior Court Case Number 402084, in Cook County, Illinois.

Parcel 7:

The southeasterly 254.68 feet (except the southeasterly 97.15 feet thereof) (as measured along the southwesterly line of Northwest Highway) of that part of the west half of the northeast quarter, lying between the said southwesterly line of Northwest Highway (formerly Norwood Park Avenue) and the northeasterly line of the Chicago and Northwestern Railroad Company right-of-way of Section 8, Township 40 North, Range 13,

East of the Third Principal Meridian, lying northwest of a line drawn at right angles to the southwesterly line of Northwest Highway (formerly Norwood Park Avenue), 56.25 feet northwest of the east line of the west half of the west half of the northeast quarter of said Section 8, as established by decree of the Superior Court Case Number 402084, in Cook County, Illinois.

Address of Property:

5440 -- 5450 North Northwest Highway
Chicago, Illinois 60630.

Permanent Real Estate Tax Index Numbers ("PINs")
For The Subject Property:

13-08-216-002-0000;

13-08-216-003-0000;

13-08-216-004-0000;

13-08-216-005-0000;

13-08-216-006-0000;

13-08-216-007-0000;

13-08-216-008-0000;

13-08-216-009-0000;

13-08-216-037-0000; and

13-08-216-039-0000.

SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 4555 S. RACINE AVE.

[O2025-0014834]

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

CHICAGO, February 11, 2025.

To the President and Members of the City Council:

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on February 11, 2025, recommends passage of an ordinance in support for renewal of a Cook County Class 6(b) tax incentive for the property at 4555 South Racine Avenue (O2025-0014834), introduced on January 15, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax

incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, 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, Testa Properties LLC, an Illinois limited liability company (the "Applicant"), is the owner of certain real estate located generally at 4555 South Racine Avenue, Chicago, Illinois 60606, as further described on Exhibit A hereto (the "Subject Property") and has constructed an approximately 73,000-square-foot industrial facility thereon; and

WHEREAS, The City Council of the City previously 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 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 -- The Premises.

Parcel 1:

All that part of Section 5, Township 38 North Range 14, East of the Third Principal Meridian, in the City of Chicago, State of Illinois, bounded and described as follows: beginning at point which is 1,023 feet north of the south line and 123 feet east of the west line of said southeast quarter of said Section 5 and running thence easterly on a line parallel with the south line of said section, 999.96 feet to a point; thence south on a line parallel with the west line of said southeast quarter, a distance of 600 feet to a point; thence west on a line parallel with south line of said section, 399.96 feet to a point; thence northwesterly on a curved line having a radius of 600 feet and convex to the southwest to the point of beginning, except the north 46.84 feet measured perpendicular thereof and excepting therefrom that part of said Section 5 bounded and described as follows: beginning on a line which is 1,122.96 feet east from and parallel with the west line of the east half of said Section 5, at a point 976.16 feet north from the south line of said east half of Section 5; running thence south along said parallel line, a distance of 187.71 feet; thence west along a line which is 788.45 feet north from and parallel with the south line of said east half of Section 5, a distance of 51.77 feet to the east face of a brick wall of an existing 5-story brick building; thence north along said east face of brick wall and along said east face extended, a distance of 187.71 feet to its intersection with a line 976.16 feet north from and parallel with the south line of the east half of Section 5; thence east along said parallel line, a distance of 51.49 feet to the point of beginning, in Cook County, Illinois.

Parcel 1A:

Non-exclusive easement for the benefit of Parcel 1 for the passage of persons, animals and vehicles and to lay, construct, maintain and replace utility lines and sewers of all types and descriptions, over, under and across the following described real estate, as granted in the Easement Agreement dated August 25, 1969 and recorded as Document Number 20992913: a parcel of land in Lot 12 in Stock Yards Subdivision of the

east half of Section 5,Township 38 North, Range 14, East of the Third Principal Meridian, said parcel being more particularly described as follows: beginning at a point which is 956.46 feet north from the south line and 37.14 feet east from the west line of said east half of Section 5; and running thence northeasterly along a straight line, a distance of 33.30 feet to a point which is 989.69 feet north from the south line and 39.45 feet east from the west line of said east half of Section 5; thence eastwardly along a straight line, a distance of 84.32 feet to a point 995.32 feet north from the south line of said east half of Section 5 and on the line between Lots 11 and 12 in said Stock Yards Subdivision (said line between Lots 11 and 12, being also the easterly line of the lands of the Chicago River and Indiana Railroad Company); thence southwardly along the line between Lots 11 and 12, said line being the arc of a circle, convex to the west and having a radius of 600 feet, a distance of 33.00 feet to a point 962.41 feet north from the south line of said east half of Section 5; and thence westwardly along a straight line, a distance of 89.00 feet to the point of beginning, excepting therefrom that portion falling within Racine Avenue and also excepting therefrom that portion falling within Parcel 4 herein, in Cook County, Illinois.

Parcel 2:

A parcel of land comprised of a part of Lot 12 in Stockyard Subdivision of the east half of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said parcel bounded and described as follows: beginning at the intersection of a line, which is 423.00 feet north of and parallel with the south line of the southeast quarter of said Section 5 with the easterly line of the former Consolidated Rail Corporation right-of-way, said point of intersection being 153.51 feet, as measured along said parallel line, east of intersection of said parallel line with the easterly line of South Racine Avenue, as said South Racine Avenue was opened pursuant to the ordinance passed by the City Council of the City of Chicago on March 16, 1968; thence northwesterly along said easterly line, said easterly line having an assumed bearing of north 24 degrees, 01 minutes, 45 seconds west, a distance of 15.32 feet to a point of curve in said easterly line; thence continuing northwardly along said easterly line, said easterly line being here a curved line convex southwesterly and having a radius of 575.98 feet, an arc distance of 168.34 feet to a point of reverse curve in said easterly line; thence continuing northwardly along said easterly line being here a curved line convex northeasterly and having a radius of 1,222.00 feet, an arc distance of 118.15 feet to another point of reverse curve; thence continuing northwardly along said easterly line being here a curved line convex westerly and having a radius of 510.07 feet, an arc distance of 112.39 feet; thence continuing northwardly along said easterly line, said easterly line being here a straight line having a bearing of north 00 degrees, 11 minutes, 15 seconds west, a distance of 150.06 feet to an intersection with a line which is 976.16 feet north of and parallel with said south line of the southeast quarter of Section 5, said point of intersection being 46.80 feet, as measured along said parallel line, east of the intersection of said parallel line with said east line of South Racine Avenue; thence south 89 degrees, 53 minutes, 45 seconds east along said parallel line, a distance of 2.65 feet to an intersection with the westerly line of Lot 11 in said Stockyard Subdivision; thence southerly and southeasterly along said westerly line of Lot 11, said westerly line being here a curved line convex to the southwest and having a radius of 600.00 feet, an

arc distance 896.68 feet to an intersection with said line, which is 423.00 feet north of and parallel with the south line of the southeast quarter of said Section 5, said point of the intersection being 399.96 feet, as measured along said parallel line, west of the southeast corner of said Lot 11; thence north 89 degrees, 53 minutes, 45 seconds west along said line, which is 423.00 feet north of and parallel with the south line of the southeast quarter, said parallel line being also the westward extension of the south line of said Lot 11, a distance of 125.76 feet; thence north 73 degrees, 08 minutes, 27 seconds west, a distance of 136.24 feet to a point of curve; thence westwardly and southwestwardly along a curved line convex northerly and having a radius of 50.00 feet, an arc distance of 36.53 feet; thence south 64 degrees, 59 minutes, 35 seconds west, a distance of 86.42 feet to an intersection with said line, which is 423.00 feet north of and parallel with said south line of the southeast quarter; thence north 89 degrees, 53 minutes, 45 seconds west along said parallel line, a distance of 145.47 feet to the point of beginning.

Parcel 3:

A parcel of land comprised of a part of Lot 12 in Stockyard Subdivision of the east half of Section 5, Township 38 North, Range 14, East of Third Principal Meridian, in Cook County, Illinois, said parcel bounded and described as follows: beginning at the intersection of a line, which is 423.00 feet north of and parallel with the south line of the southeast quarter of said Section 5 with the easterly line of South Racine Avenue as said South Racine Avenue was opened pursuant to the ordinance passed by the City Council of the City of Chicago on March 16, 1968; thence northwardly along said easterly line, said easterly line having an assumed bearing of north 05 degrees, 41 minutes, 47 seconds east, a distance of 180.06 feet to an intersection with the westerly line of the former Consolidated Rail Corporation right-of-way; thence south 19 degrees, 51 minutes, 44 seconds east along said westerly line, a distance of 157.71 feet to a point of curve in said westerly line; thence continuing along said westerly line, said westerly line being here a curved line, convex southwesterly and having a radius of 639.38 feet, an arc distance of 33.28 feet to an intersection with said line, which is 423.00 feet north of and parallel with said south line of the southeast quarter; thence north 89 degrees, 53 minutes, 45 seconds west along the last described parallel line, a distance of 83.57 feet to the point of beginning.

Parcel 4:

A parcel of land comprised of a part of Lot 12 in Stockyard Subdivision of the east half of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, said parcel being part of the former Consolidated Rail Corporation right-of-way, said parcel bounded and described as follows: beginning at the intersection of a line, which is 976.16 feet north of and parallel with the south line of the southeast quarter of Section 5 with the east line of South Racine Avenue, as said South Racine Avenue was opened pursuant to the ordinance passed by the City Council of the City of Chicago on March 28, 1968; thence south along said east line, said east line having an assumed bearing of south 00 degrees, 06 minutes, 21 seconds east, a distance of

332.64 feet to an angle point in said east line of South Racine Avenue; thence south 05 degrees, 41 minutes, 47 seconds west along said east line, a distance of 41.51 feet to an intersection with the westerly line of the former Consolidated Rail Corporation right-of-way; thence south 19 degrees, 51 minutes, 44 seconds east along said westerly line, a distance of 157.71 feet to a point of curve in said westerly line; thence continuing along said westerly line, said westerly line being here a curved line, convex southwesterly and having a radius of 639.38 feet, an arc distance of 33.28 feet to an intersection with a line, which is 423.00 feet north of and parallel with said south line of the southeast quarter of Section 5; thence south 89 degrees, 53 minutes, 45 seconds east along the last described parallel line, a distance of 69.94 feet to an intersection with the easterly line of said Consolidated Rail Corporation right-of-way; thence north 24 degrees, 01 minutes, 45 seconds west along said easterly line, a distance of 15.32 feet to a point of curve in said easterly line; thence continuing northwardly along said easterly line, said easterly line being here a curved line convex southwesterly and having a radius of 575.98 feet, an arc distance of 168.34 feet to a point of reverse curve in said easterly line; thence continuing northwardly along said easterly line, being here a curved line convex northeasterly and having a radius of 1,222.00 feet, an arc distance of 118.15 feet to another point of reverse curve; thence continuing northwardly along said easterly line, said easterly line being here a curved line convex westerly and having a radius of 510.07 feet, an arc distance of 112.39 feet; thence continuing northwardly along said easterly line, said easterly line being here a straight line having a bearing of north 00 degrees, 11 minutes, 15 seconds west, a distance of 150.06 feet to an intersection with said line, which is 976.16 feet north of and parallel with said south line of the southeast quarter of Section 5; thence north 89 degrees, 53 minutes, 45 seconds west along said parallel line, a distance of 46.80 feet to the point of beginning.

Commonly Known As:

4555 South Racine Avenue
Chicago, Illinois 60609.

Permanent Index Numbers ("PINs"):

20-05-400-017-0000;

20-05-400-018-0000;

20-05-400-024-0000;

20-05-400-028-0000; and

20-05-400-030-0000.

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

APPOINTMENT OF FARRAH BEIDAS AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2024-0012402]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an appointment by the Honorable Brandon Johnson, Mayor, of Farrah Beidas as a member of the Advisory Council on New Americans (A2024-0012402), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Farrah Beidas as a member of the Advisory Council on New Americans 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 Harris moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF MARIYA DMYTRIV AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2024-0012401]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an appointment by the Honorable Brandon Johnson, Mayor, of Mariya Dmytriv as a member of the Advisory Council on New Americans (A2024-0012401), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Mariya Dmytriv as a member of the Advisory Council on New Americans 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 Harris moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF JOCELYN ARANDA-ORTIZ AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2024-0012399]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an appointment by the Honorable Brandon Johnson, Mayor, of Jocelyn Aranda-Ortiz as a member of the Advisory Council on New Americans (A2024-0012399), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Jocelyn Aranda-Ortiz as a member of the Advisory Council on New Americans 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 Harris moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF GERALD A. POLANCO AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2024-0012394]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a reappointment by the Honorable Brandon Johnson, Mayor, of Gerald A. Polanco as a member of the Advisory Council on New Americans (A2024-0012394), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Gerald A. Polanco as a member of the Advisory Council on New Americans 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 Harris moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF KATARINA A. RAMOS AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2024-0012396]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a reappointment by the Honorable Brandon Johnson, Mayor, of Katarina A. Ramos as a member of the Advisory Council on New Americans (A2024-0012396), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Katarina A. Ramos as a member of the Advisory Council on New Americans 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 Harris moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF GANIAT SARUMI AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2024-0012397]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a reappointment by the Honorable Brandon Johnson, Mayor, of Ganiat Sarumi as a member of the Advisory Council on New Americans (A2024-0012397), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ganiat Sarumi as a member of the Advisory Council on New Americans 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 Harris moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF ALI TAROKH AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2024-0012404]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an appointment by the Honorable Brandon Johnson, Mayor, of Ali Tarokh as a member of the Advisory Council on New Americans (A2024-0012404), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Ali Tarokh as a member of the Advisory Council on New Americans 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013642]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a reappointment by the Honorable Brandon Johnson, Mayor, of Nancy C. Andrade as the chair and a member of the Chicago Commission on Human Relations (A2024-0013642), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Nancy C. Andrade as the chair and a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013643]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a reappointment by the Honorable Brandon Johnson, Mayor, of Marta Cerda as a member of the Chicago Commission on Human Relations (A2024-0013643), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Marta Cerda as a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013647]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an appointment by the Honorable Brandon Johnson, Mayor, of Naderh H. Elrabadi as a member of the Chicago Commission on Human Relations (A2024-0013647), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Naderh H. Elrabadi as a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013648]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an appointment by the Honorable Brandon Johnson, Mayor, of Juliet C. Gilbert as a member of the Chicago Commission on Human Relations (A2024-0013648), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Juliet C. Gilbert as a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013644]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a reappointment by the Honorable Brandon Johnson, Mayor, of Rey B. Gonzalez as a member of the Chicago Commission on Human Relations (A2024-0013644), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Rey B. Gonzalez as a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013649]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an appointment by the Honorable Brandon Johnson, Mayor, of Vanessa Harris as a member of the Chicago Commission on Human Relations (A2024-0013649), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Vanessa Harris as a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013650]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an appointment by the Honorable Brandon Johnson, Mayor, of Pamala M. Silas as a member of the Chicago Commission on Human Relations (A2024-0013650), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed appointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed appointment of Pamala M. Silas as a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013645]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a reappointment by the Honorable Brandon Johnson, Mayor, of Michael D. Takada as a member of the Chicago Commission on Human Relations (A2024-0013645), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Michael D. Takada as a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

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

[A2024-0013646]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a reappointment by the Honorable Brandon Johnson, Mayor, of Kimberly L. Waller as a member of the Chicago Commission on Human Relations (A2024-0013646), having had the same under advisement, begs leave to recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the committee's recommendation was *Concurred In* and the said proposed reappointment of Kimberly L. Waller as a member of the Chicago Commission on Human Relations 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 Harris moved to reconsider the foregoing vote. The motion was lost.

CHICAGO COMMISSION ON HUMAN RELATIONS DIRECTED TO ESTABLISH WORKING GROUP TO ADDRESS ISSUES IMPACTING BIPOC TRANSGENDER AND GENDER-DIVERSE COMMUNITY IN CHICAGO AND COOK COUNTY.

[O2024-0014446]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, January 22, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an ordinance to establish a working group to address issues impacting BIPOC transgender and gender-diverse community in Chicago and Cook County (O2024-0014446), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is committed to addressing and preventing violence and discrimination against marginalized communities, including the transgender community; and

WHEREAS, Chicago is the deadliest city in the nation for Black trans women; and

WHEREAS, Trans-femicide, which is the killing of a trans woman because of her gender identity, especially when motivated by transmisogyny, is an example of violence and discrimination which the City should work against; and

WHEREAS, The concept of "chosen family", an idea which refers to a group of individuals who create deep emotional bonds and support systems, often transcending biological or legal ties, often as a result of rejection from a person's biological families due to their sexual orientation or gender identity, leading them to form alternative family structures based on love, acceptance, and mutual support, is recognized as essential within the transgender community, allowing friends and loved ones to celebrate each other's milestones and to support one another in times of crisis; and

WHEREAS, Chicago is home to many community organizations that are well-equipped to meet the needs of trans Chicagoans; and

WHEREAS, Many of those community organizations are under-resourced and are dealing with emergency conditions in the communities that they serve; and

WHEREAS, The resources currently present in Chicago's trans communities are insufficient to deal with the current threat of harm and death faced by the transgender and gender-diverse community; and

WHEREAS, The City acknowledges the importance of collaboration between various government agencies and community organizations in addressing violence and ensuring equity in policy and procedures; and

WHEREAS, The accurate reporting and tracking of hate incidents and hate crimes, including trans-femicide where the victim is Black, Indigenous, Latine, or a Person of Color, is essential to identifying trends and implementing effective measures to combat violence and discrimination; and

WHEREAS, City government seeks to act swiftly and effectively to provide help and support for our residents and employees; now, therefore,

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

SECTION 1. A working group on trans-femicide and protections for the transgender and gender-diverse community shall be established pursuant to this ordinance:

(1) Establishment Of A Working Group. The Commissioner of the Chicago Commission on Human Relations, in collaboration with the Chicago Police Department, is directed to convene a working group by February 28, 2025.

(2) Purpose. The purpose of the working group shall be: (i) to review and recommend updates to City policies, procedures, training, and directives related to hate incidents and hate crimes that impact the BIPOC transgender and gender-diverse community by formulating gender-, racial-, and ethno-inclusive, trauma-informed practices that respect the rights of transgender persons and their chosen family; (ii) seek best practices for unified approaches to the issues that the working group seeks to solve, not just in the City, but in the County as well; (iii) to explore solutions to the barriers that chosen family members of transgender victims that keep them from participating in investigative, legal, and support processes traditionally limited to biological family members; and (iv) to explore how best to report incidents of trans-femicide, and trans-femicide within racial and ethnic communities, to the public.

(3) Members. The working group shall include, but not be limited to, representatives from the Mayor's Office; the Chicago Commission on Human Relations; the Department of Police; the Department of Family and Support Services, and the Chicago Department of Public Health.

(4) Stakeholder Participation. The working group shall make best efforts to seek out the expertise and advice of members of the transgender community, particularly Black, Indigenous, Latine, and People of Color, public health experts, survivors or family members of victims of trans-femicide, and representatives from local academic institutions specializing in social justice or public policy.

The working group shall make best efforts to seek out the expertise and advice of community groups and organizations representing the transgender community, particularly Black, Indigenous, Latine, and People of Color, including the Advisory Council on LGBTQ+ issues created by Section 2-120-500(c) of the Municipal Code of Chicago; the gender-based violence task force created by Section 2-4-120 of the Municipal Code of Chicago; the Association of Latinos/as/xs Motivating Action ("ALMA"); Brave Space Alliance; Chicago Therapy Collective; Equality Illinois; Life Is Work; and Task ForceChicago.

(5) Intergovernmental Participation. The working group shall make best efforts to collaborate with the Cook County government; the Cook County Commission on Human Relations; the Cook County Office of the Medical Examiner; the Cook County Sheriff's Office; the Cook County State's Attorney's Office; the Cook County Board of Commissioners; the Illinois Department of Human Rights; and (vi) additional stakeholders as deemed helpful in achieving the purposes of the working group.

(6) Community Meetings. The working group shall hold at least three community meetings to engage and solicit recommendations with the broader transgender community particularly Black, Indigenous, Latine, and People of Color. There shall be at least one community meeting held on the City's South Side, West Side, and far North Side. The working group shall make reasonable efforts to advertise such meetings and engage in community outreach to ensure strong public participation in such meetings.

(7) Report. Within six months of its convening, the working group shall: (i) recommend data points for reports to the public for instances of trans-femicide, trans-femicide against BIPOC individuals, and hate crimes and hate incidents against transgender, gender-diverse, or non-binary individuals; and (ii) submit a written report to the Committee on Health and Human Relations, detailing its findings and recommendations, including any necessary amendments to existing policies and the Municipal Code of Chicago to combat trans-femicide, including against the BIPOC community, and an analysis of the violence against Black and Latine transgender women, gender-diverse, and non-binary individuals. Within six months of receiving the working group's report, if the policies of any department have been recommended for amending, those departments identified in the working group report shall issue a report indicating what progress has made in amending its policies. Said reports shall be delivered to the working group and the Committee on Health and Human Relations. The Committee on Health and Human Services shall hold a subject matter hearing on the working group's recommendations and the departments' progress reports. As soon as practicable, but in no event later than six months after such subject matter hearing, the working group shall submit a follow-up report to the Committee on Health and Human Relations, with copies sent to the applicable departments. The Commission on Human Relations shall publish all reports of the working group on its website.

SECTION 2. This ordinance shall take effect upon passage and publication.

EXPRESSION OF SUPPORT FOR VICTIMS OF SLAVERY.

[SR2024-0012436]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on February 18, 2025, and to which was referred a substitute resolution expressing support for victims of

slavery (SR2024-0012436), begs leave to recommend that Your Honorable Body *Adopt* the proposed substitute resolution which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said substitute resolution as adopted:

WHEREAS, All human life is precious, and all people worldwide are worthy of safety, dignity and freedom; and

WHEREAS, The ongoing enslavement of Africans within some Arab states by radical terrorist organizations is a violation of international humanitarian law and a crime against humanity; and

WHEREAS, The City of Chicago recognizes that slavery directed against Black Africans is an abomination that exists across much of northern Africa and the Middle East that can no longer be tolerated; and

WHEREAS, According to the Global Slavery Index, 84,000 Africans are held as slaves in Algeria, 47,000 in Libya, and 149,000 in Mauritania; and perhaps 35,000 Africans remain enslaved in Sudan nearly two decades after the end of the jihad which caused the south to secede and constitute itself, since 2011, as the world's newest nation -- South Sudan; and

WHEREAS, The terrorist organization Boko Haram, along with Fulani death squads and other jihadists in Nigeria, have murdered tens of thousands of Nigerian Christians over the past decades and have, according to the U.S. State Department, enslaved thousands of children, teenagers, particularly young girls, and women for the purpose of sexual bondage; and

WHEREAS, According to research in 2020 by the office of Tolulope Akande-Sadipe, member of the Nigerian House of Representatives for Oyo State and Chair of the House Committee on Diaspora Affairs, perhaps 80,000 women from Nigeria alone have been trafficked as sex slaves across Lebanon, Mali, Oman, Saudi Arabia and the United Arab Emirates; and

WHEREAS, Terror-inspired massacres and displacement of innocent people are occurring simultaneously in Burkina Faso, Cameroon, the Democratic Republic of the Congo, Libya, Mali, Mozambique, Niger, Nigeria, Somalia, and Sudan; and

WHEREAS, Due to difficulty in obtaining accurate, in-depth information, as well as the mainstream media and human rights groups' typical disinterest in these atrocities, which they deem "sensitive" matters, it is highly likely that such slavery exists in other countries in North Africa; and

WHEREAS, It has been alleged, including references in publications such as *The Guardian* and *Forbes*, and supported by research conducted by Siddharth Kara -- an expert on modern-day slavery -- that American companies like Tesla, Apple, Alphabet, Microsoft and Dell have benefited from exploitation and child labor in order to source cobalt and other minerals; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of Chicago, stand in solidarity with all victims of modern-day slavery and call on the companies profiting from forced labor, cruelty and exploitation to operate in accordance with the United Nations' Guiding Principles on Business and Human Rights; and

Be It Further Resolved, That the City of Chicago stands in humanitarian solidarity with all enslaved people, demanding their immediate liberation by every legal means possible.

COMMITTEE ON HOUSING AND REAL ESTATE.

SALE OF CITY-OWNED PROPERTY AT 13435 S. BRANDON AVE. TO ABRAHAM MALDONALDO UNDER CHIBLOCKBUILDER PLATFORM FOR IMPROVED SIDE LOT WITH LANDSCAPED OPEN SPACE.

[O2025-0014968]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened February 18, 2025, and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 13435 South Brandon Avenue to Abraham Maldonaldo under ChiBlockBuilder platform for improved side lot with landscaped open space (10th Ward) (O2025-0014968), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space and urban agriculture; and

WHEREAS, ChiBlockBuilder allows perspective buyers to view a map of available properties and their associated land-use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for neighborhood side yards, with the goal of attracting property owners to fence and manage adjacent vacant property; and

WHEREAS, The Department accepted applications for the City Lots beginning on April 1, 2024 and ending on May 17, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, April 8, April 15, April 22, April 29, May 6, May 13 and May 17, 2024; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot to 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 Side Yard With Landscaped Open Space; Restriction On Conveyance. Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from

historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including, without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder -- Side Yard Buyers, Legal Descriptions And Prices.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 34 in Block 1 in the subdivision by the Calumet and Chicago Canal and Dock Company of that part of the west half of the southeast quarter of Section 31,Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois, which lies northeast of the railroad, as per the plat thereof recorded in the Recorder's Office of Cook County, Illinois in Block 19 of plats, page 12.

Address:

13435 South Brandon Avenue
Chicago, Illinois 60633.

Permanent Index Number:

26-31-403-013-0000.

Buyer:

Abraham Maldonaldo.

Buyer's Address:

13433 South Brandon Avenue
Chicago, Illinois 60633.

Market Value ("As Is"):

$6,728.00.

Purchase Price (10 Percent Of Value):

$673.00.

SALE OF CITY-OWNED PROPERTY AT 3457 W. CARROLL AVE. TO SECOND INVESTMENT LLC UNDER CHIBLOCKBUILDER PLATFORM FOR NEW MULTI-UNIT BUILDING ON DOUBLE LOT.

[O2025-0014963]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened February 18, 2025, and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 3457 West Carroll Avenue to Second Investment LLC under ChiBlockBuilder platform for new multi-unit building on double lot (28th Ward) (O2025-0014963), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for market rate development; and

WHEREAS, The Department accepted applications for the City Lots beginning on April 1, 2024 and ending on May 17, 2024 and July 1, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22 and 29; May 6, 13, 20, 27; and June 3, 10, 17, 24 of 2024; and

WHEREAS, Eligible buyers of City-owned land through ChiBlockBuilder for market-rate housing during the Application Period had to meet the following qualifications: (1) be individuals, nonprofit organizations or businesses registered in Illinois; (2) submit a site plan, budget and program for the project; (3) conform to Neighborhood Design Guidelines; (4) show support from the nearby community for the project; (5) provide an analysis of the impact of the project on the immediate area and surrounding community; (6) be able to pay property taxes on the City Lot and have no outstanding debt with the City; (7) be able to conform with current zoning requirements or secure required zoning approvals and permits; and (8) be able to maintain the City Lot as proposed in the application materials; and

WHEREAS, The Department evaluated the applications for the City Lots based on the following criteria: the applicant's development experience, clarity and feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, purchase price, public benefit of project, community engagement and consistency of project with neighborhood plans; and

WHEREAS, The Department selected the buyers identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists, and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot as proposed in their application materials; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"); 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 in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Project; Restriction On Conveyance. Buyer shall: (a) commence construction of the project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within three (3) months from the date of this Deed, and complete construction of the project within twelve (12) months after construction commencement, provided, however, the Department, in its reasonable discretion, may extend the project commencement and completion dates; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign or otherwise transfer the City Lot until construction is completed. These conditions shall run with the land and be in full force and effect from the date of this Deed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate at construction completion.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including, without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "D" referred to in this ordinance is printed on pages 24339 through 24341 of this *Journal*.]

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

Exhibit "A".

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Legal Description.

Lots 14 and 15 in John D. Parker's Subdivision of the west 9 acres of the east half of the west half of the southeast quarter, lying south of the railroad and north of Lake Street of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3457 West Carroll Avenue
Chicago, Illinois 60624.

Permanent Index Number:

16-11-404-001-0000.

Buyer:

Second Investment LLC.

Ward/Community Area:

28th Ward/East Garfield Park.

TIF Area:

Chicago/Central Park.

Size/Zoning:

7,503 square feet/RT4.

Market Value ("As Is"):

$30,011.00.

Purchase Price:

$30,011.00

Project Description:

New construction of a multi-unit residential building on double lot with (3) units above grade and (1) basement unit with 3 parking garage spaces which hopes to add new housing units to the existing community.

Exhibit "B".

Competing Proposals.

Applicants	Status	Applicant Type	Criteria
Second Investment LLC	Accepted	Market rate housing	Priority given for residential infill development
Alissa Williams	Declined	Open space	Applicant wants to construct a personal garden but does not have secured financing and lives 1.5 miles away
Kevin Plattner	Declined	Open space	Applicant already has garden across the street and is looking to expand for an urban agricultural space, but priority is given for residential infill development
Neil Bouhan	Declined	Market rate housing	Applicant has never done development and needs secure financing
Ann Folan	Declined	Market rate housing	Seven-unit proposal, is lacking budget details on what they plan to do
Twania Brewster	Declined	Market rate housing	Lower proposed purchase price and not appropriate budget for the type of construction proposed

Exhibit "C".

Form Of Deed.

QUITCLAIM DEED

(Vacant Land - ChiBlockBuilder— Market Rate Housing)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 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 $30,011.00, conveys and quitclaims all right, title and interest in the real property legally described and identified on **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 for such date at pages _____ through _____, to Second Investment LLC ("**Buyer**"), an Illinois limited liability company, having a business address at 268 W. Alexander Streer, Chicago, IL 60616.

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 the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant to Improve City Lot with Project; Restriction on Conveyance.** Buyer shall (a) commence construction of the project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within three (3) months from the date of this Deed, and complete construction of the project within twelve (12) months after construction commencement, provided, however, the Department, in its reasonable discretion, may extend the project commencement and completion dates, (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot until construction is completed. These conditions shall run with the land and be in full force and effect from the date of this Deed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate at construction completion.

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 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. **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.

7. **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.

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 _____, 20__.

ATTEST:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

_____ By:_____

Andrea M. Valencia, City Clerk

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

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 24332 and 24333 of this *Journal*.]

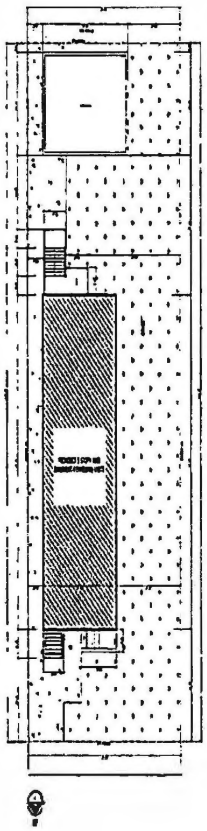
Exhibit "D".

Drawings And Site Plan.
(Page 1 of 3)

EXHIBIT D
DRAWINGS AND SITE PLAN

SITE PLAN

3457 W Carroll Ave



DPD

Exhibit "D".

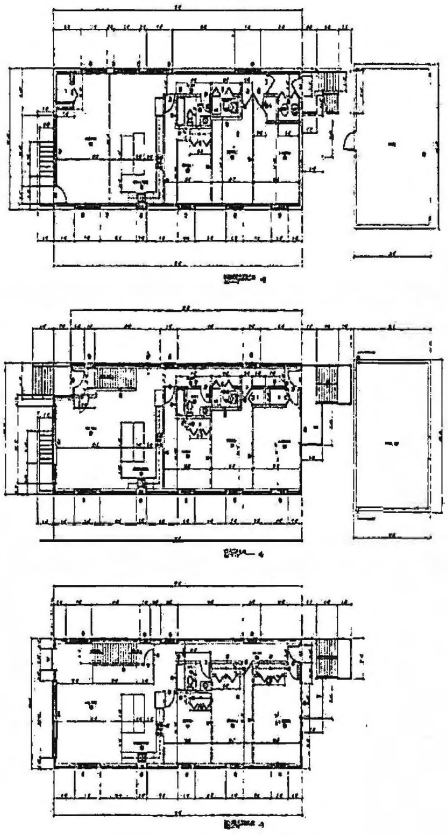
Drawings And Site Plan.
(Page 2 of 3)

FLOOR PLANS

3457 W Carroll Ave

MASONRY BLDG. W/ Basement

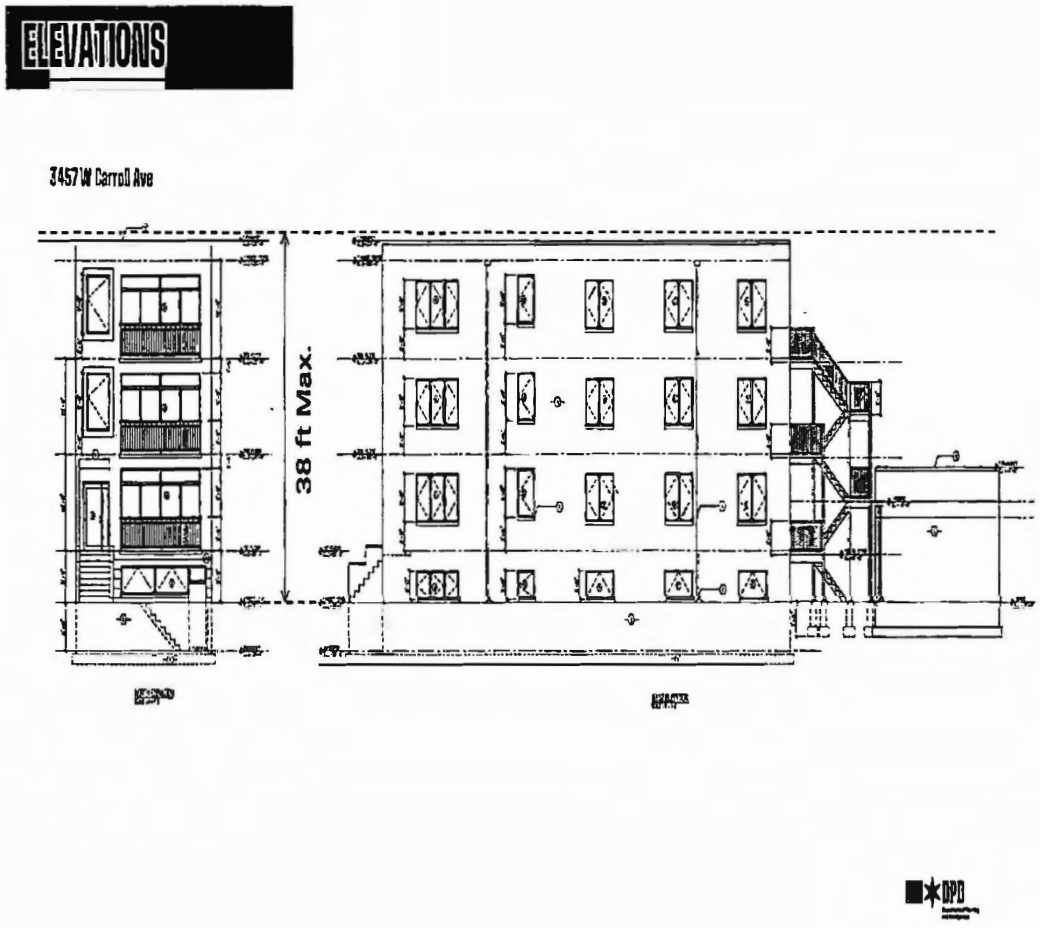
- Basement
  - 3 Bedroom / 1 Bathroom
  - Living Room
  - Kitchen
- 1st Floor
  - 3 Bedroom / 1 Bathroom
  - Living Room
  - Kitchen
- 2nd Floor
  - 3 Bedroom / 1 Bathroom
  - Living Room
  - Kitchen
- 3rd Floor
  - 3 Bedroom / 1 Bathroom
  - Living Room
  - Kitchen



DPD

Exhibit "D".

Drawings And Site Plan.
(Page 3 of 3)



SALE OF CITY-OWNED PROPERTY AT 1245 S. FAIRFIELD AVE. TO KEOS REALTY LLC UNDER CHIBLOCKBUILDER PLATFORM FOR NEW CONSTRUCTION OF THREE-FLAT BUILDING.

[O2025-0014961]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025, and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 1245 South Fairfield Avenue to Keos Realty LLC under ChiBlockBuilder platform for new construction of three-flat building (28th Ward) (O2025-0014961), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for market rate development; and

WHEREAS, The Department accepted applications for the City Lots beginning on April 1, 2024 and ending on May 17, 2024 and July 1, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22, 29; May 6, 13, 20, 27; and June 3, 10, 17, 24 of 2024; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be individuals, nonprofit organizations or businesses registered in Illinois; (2) submit a site plan, budget and program for the project; (3) conform to Neighborhood Design Guidelines; (4) show support from the nearby community for the project; (5) provide an analysis of the impact of the project on the immediate area and surrounding community; (6) be able to pay property taxes on the City Lot and have no outstanding debt with the City; (7) be able to conform with current zoning requirements or secure required zoning approvals and permits; and (8) be able to maintain the City Lot as proposed in the application materials; and

WHEREAS, The Department evaluated the applications for the City Lots based on the following criteria: the applicant's development experience, clarity and feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, purchase price, public benefit of project, community engagement and consistency of project with neighborhood plans; and

WHEREAS, The Department selected the buyers identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists, and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot as proposed in their application materials; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"); and

WHEREAS, The Buyers acknowledge that its project will require a variation from the Chicago Zoning Board of Appeals to allow a three-unit apartment to be built; 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 in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each

Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Project; Restriction On Conveyance. Buyer shall: (a) commence construction of the project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within three (3) months from the date of this Deed, and complete construction of the project within twelve (12) months after construction commencement, provided, however, the Department, in its reasonable discretion, may extend the project commencement and completion dates; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign or otherwise transfer the City Lot until construction is completed. These conditions shall run with the land and be in full force and effect from the date of this Deed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate at construction completion.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges

and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including, without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "D" referred to in this ordinance is printed on pages 24355 through 24357 of this *Journal*.]

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

Exhibit "A".

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Legal Description.

Lot 16 in McKellar's Subdivision of Lots 12, 13, 16 and 17 in Block 2 of Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1245 South Fairfield Avenue
Chicago, Illinois 60608.

Permanent Index Number:

16-24-207-007-0000.

Buyer:

Keos Realty LLC.

Ward/Community Area:

28th Ward/North Lawndale.

TIF Area:

Midwest.

Size/Zoning:

3,008 square feet/RT4.

Market Value ("As Is"):

$9,025.00.

Purchase Price:

$9,025.00.

Project Description:

New residential construction of a three-flat, slab on grade. Each unit will have three bedrooms and two bathrooms (1150 -- 1250 square feet). There will also be three (3) surface parking spaces. Exterior siding fiber cement siding on all sides, covered steel back porch, steel front stairs for walk out, grass/sod in the front and rear.

Exhibit "B".

Competing Proposals.

Applicants	Status	Applicant Type	Criteria
Keos Realty LLC	Accepted	Market rate housing	Applicant lives in the neighborhood and bid a higher market value price
Gregory Matthew	Declined	Market rate housing	Applicant not living in the neighborhood and is lacking budget details
Vladimir Ruikhlyuk	Declined	Open space	Proposal lacks development budget and community involvement
Martha Gonzalez	Declined	Market rate housing	Lower proposed purchase price and applicant not living in the neighborhood
Victor Gonzalez	Declined	Market rate housing	Applicant appears to be able to manage this proposed project but priority was given for residents in the neighborhood
Marcus Betts	Declined	Market rate housing	Lower proposed purchase price
Shree Royal	Declined	Open space	Not-for-profit applicant with plan lacking detail and unclear why this location

Exhibit "C".

Form Of Deed.

QUITCLAIM DEED

(Vacant Land - ChiBlockBuilder— Market Rate Housing)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 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 $9,025.00.00, conveys and quitclaims all right, title and interest in the real property legally described and identified on **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 for such date at pages _____ through _____, to Keos Realty LLC ("**Buyer**"), having a business address at 637 W 16th St, Chicago 60616.

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.

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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. **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.

7. **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.

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 _____, 20__.

ATTEST:

_____
Andrea M. Valencia, City Clerk

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By:_____
Brandon Johnson, Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City"), pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 24347 through 24349 of this *Journal*.]

Exhibit "D".

Drawing And Site Plan.
(Page 1 of 3)

EXHIBIT D
DRAWING AND SITE PLAN

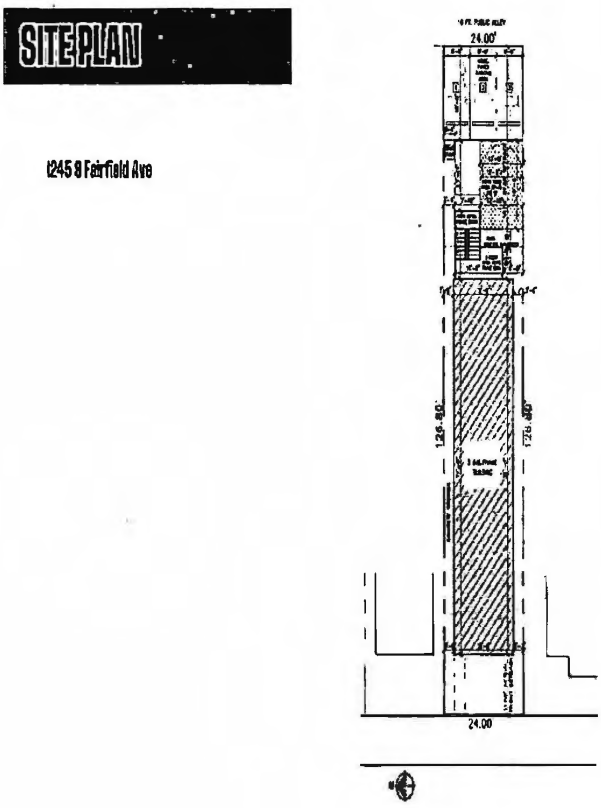


Exhibit "D".

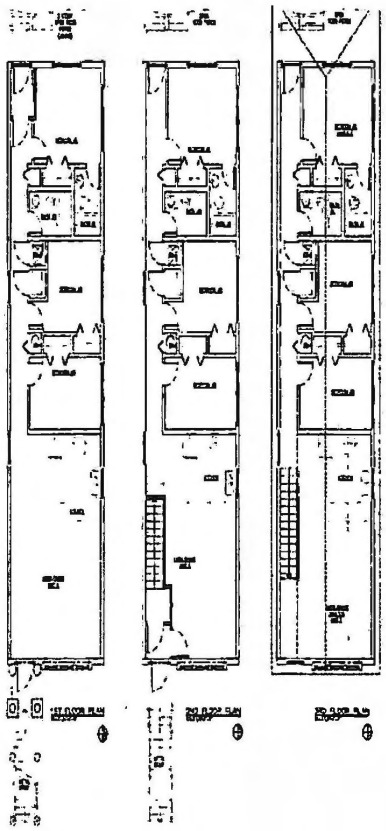
Drawing And Site Plan.
(Page 2 of 3)

FLOOR PLANS

1245 S Fairfield Ave

MASONRY BLDG. AT GRADE

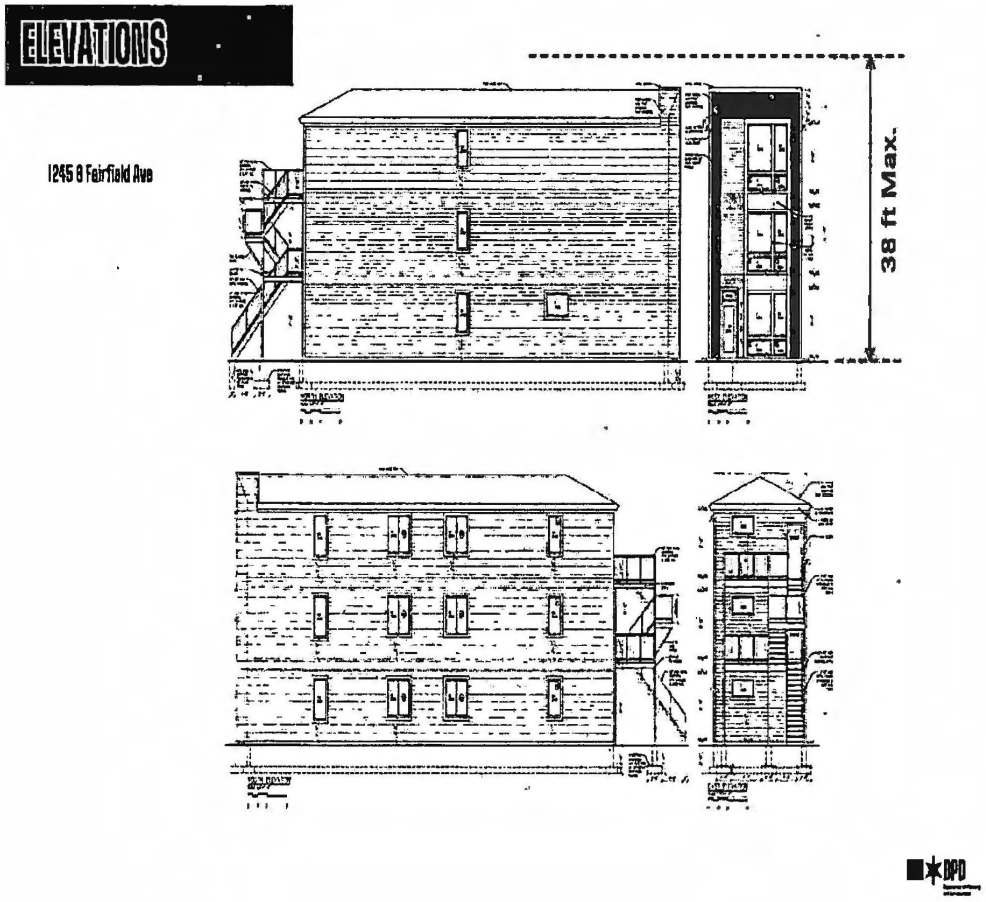
- 1st Floor
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen
- 2nd Floor
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen
- 3rd Floor
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen



DPD

Exhibit "D".

Drawing And Site Plan.
(Page 3 of 3)



SALE OF CITY-OWNED PROPERTIES AT 3666 S. INDIANA AVE., 3806 S. WABASH AVE. AND 437 E. 45TH PL. TO LISA WENTZEL, BRENT MATTHEWS AND CARYCE PORTER UNDER CHIBLOCKBUILDER PLATFORM.

[O2025-0014972]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened February 18, 2025 and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned properties at 3666 South Indiana Avenue, 3806 South Wabash Avenue and 437 East 45th Place to Lisa Wentzel, Brent Matthews and Caryce Porter under ChiBlockBuilder platform (3rd Ward) (O2025-0014972), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for neighborhood side yards, with the goal of attracting property owners to fence and manage adjacent vacant property; and

WHEREAS, The Department accepted applications for the City Lots beginning on April 1, 2024 and ending on May 17, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, April 8, April 15, April 22, April 29, May 6, May 13 and May 17, 2024; and

WHEREAS, Eligible side yard buyers had to meet the following qualifications: (1) own and live on property directly next to the City lot; (2) be able to maintain and care for the City lot; and (3) be able to pay property taxes on the City lot; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder side yard applications to confirm applicant ownership and residency and compliance with current zoning; and

WHEREAS, If there was more than one eligible ChiBlockBuilder side yard applicant, the Department held a randomized lottery open to the applicants to select the winner; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the side yards category; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot to 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 Side Yard With Landscaped Open Space; Restriction On Conveyance. Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall not construct any permanent improvements on the City Lot, excluding additions to Buyer's primary residence or a garage appurtenant thereto; (c) shall maintain the City Lot in accordance with the Municipal Code of Chicago; and (d) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical

conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder -- Side Yard Buyers, Legal Descriptions And Prices.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

The south 6 feet 8 inches of Lot 9 and the north 11 feet eight inches of Lot 10 in Block 1 in Elijah Smith's Subdivision of the south half of the south half of the northwest quarter of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3666 South Indiana Avenue
Chicago, Illinois 60653.

Permanent Index Number:

17-34-308-029-0000.

Buyer:

Lisa Wentzel.

Buyer's Address:

3664 South Indiana Avenue
Chicago, Illinois 60653.

Market Value ("As Is"):

$62,239.00.

Purchase Price (10 Percent Of Value):

$6,224.00.

City Lot 2.

Lot 4 in Charles P. Mitchell's Subdivision of Lots 22, 23 and 24 in C. H. Walker's Subdivision of the west five acres seres and adjoining the south 10 acres of the west half of the southwest quarter of Section 34, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3806 South Wabash Avenue
Chicago, Illinois 60653.

Permanent Index Number:

17-34-321-023-0000.

Buyer:

Brent Matthews.

Buyer's Address:

3804 South Wabash Avenue
Chicago, Illinois 60653.

Market Value ("As Is"):

$34,473.00.

Purchase Price (10 Percent Of Value):

$3,447.00.

City Lot 3.

The west half of Lot 13 in Snow and Dickinson's Subdivision of Lot 3 in Cleaver and Taylor's Subdivision of the north half of the southeast quarter of the southwest quarter and the north half of the southwest quarter of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

437 East 45th Place
Chicago, Illinois 60653.

Permanent Index Number:

20-03-415-014-0000.

Buyer:

Caryce Porter.

Buyer's Address:

439 East 45th Place
Chicago, Illinois 60653.

Market Value ("As Is"):

$68,752.00.

Purchase Price (10 Percent Of Value):

$6,875.00.

SALE OF CITY-OWNED PROPERTY AT 1424 N. KILDARE AVE. TO NEELAM DWIVEDI AND PASHUPATI NATH UNDER CHIBLOCKBUILDER PLATFORM FOR NEW TWO-STORY MARKET-RATE RESIDENTIAL, SINGLE-FAMILY HOME WITH GARAGE.

[O2025-0014962]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 1424 North Kildare Avenue to Neelam Dwivedi and Pashupati Nath under ChiBlockBuilder platform for new two-story market-rate residential, single-family home with garage (36th Ward) (O2025-0014962), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") 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 offered the property commonly known as 1424 North Kildare Avenue, Chicago, Illinois, and legally described on Exhibit A attached hereto (the "City Lot"), along with many other City-owned lots, for sale on the ChiBlockBuilder website in five categories: affordable housing, side yards, open space, market rate housing and commercial development; and

WHEREAS, The Department accepted applications for the City Lot beginning on November 17, 2022 and ending on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20 and 27 and February 3, 2023; and

WHEREAS, The Department selected Nath Construction LLC, an Illinois limited liability company ("Buyer") for the sale of the City Lot for the market-rate housing project described on Exhibit A (the "Project"); and

WHEREAS, The names of all other applicants for the City Lot, and a summary of each of their proposals, are set forth on Exhibit B attached hereto; and

WHEREAS, Eligible buyers of City-owned land through ChiBlockBuilder for market-rate housing during the Application Period had to meet the following qualifications: (1) be individuals, nonprofit organizations or businesses registered in Illinois; (2) submit a site plan, budget and program for the project; (3) conform to Neighborhood Design Guidelines; (4) show support from the nearby community for the project; (5) provide an analysis of the impact of the project on the immediate area and surrounding community; (6) be able to pay property taxes on the City Lot and have no outstanding debt with the City; (7) be able to conform with current zoning requirements or secure required zoning approvals and permits; and (8) be able to maintain the City Lot as proposed in the application materials; and

WHEREAS, The Department desires to convey the City Lot to the Buyer subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The market value assessment of the City Lot, as of November 4, 2024, as determined by CBRE is $18,930; and

WHEREAS, The Buyer has offered to purchase, and the City has agreed to sell, the City Lot to the Buyer for $21,000 ("Purchase Price"); now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Lot in its "as is" condition to the Buyer for the Purchase Price, subject to the Buyer's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

a) Buyer must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project; and

b) Buyer must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct such Project and submit evidence thereof to the Department.

If Buyer fails to close on the acquisition of the City Lot 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 ("Commissioner"), in the Commissioner's sole discretion, upon a request from Buyer, extends the closing date. Buyer shall pay all escrow fees and other title insurance fees and closing costs.

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, a quitclaim deed ("Deed") conveying the City Lot to the Buyer, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. The Deed shall be in substantially the form set forth in Exhibit C.

SECTION 4. 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 City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description Of City Lot And Project Description.

(Legal Description Is Subject To Title Commitment And Survey)

Legal Description.

Lot 62 in William H. Hintze's Subdivision of the west half of the northwest quarter of the northeast quarter of Section 3, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1424 North Kildare Avenue
Chicago, Illinois 60651.

Permanent Index Number:

16-03-214-027-0000.

Ward/Community Area:

36/Humboldt Park.

TIF Area:

Not Applicable.

Size/Zoning:

3,155 square feet/RS3.

Project Description:

New two-story market-rate residential single-family home, 1,500 square feet per floor, with garage.

Exhibit "B".

Competing Proposals For The City Lot.

ChiBlockbuilder -- Competing Applicants
City Lot 1.
1424 North Kildare Avenue
(16-03-214-027-0000)

No.	Applicant	Status	Applicant Type	Criteria
1	Neelam Dwivedi and Pashupati Nath	Accepted	Market rate housing	Applicant has extensive experience with new residential construction development and offer a higher market value price
2	Chris Thorns	Declined	Market rate housing	Lower proposed purchase price
3	Emilia Crespo	Declined	Market rate housing	Lower proposed purchase price and applicant not living in the neighborhood
4	Andres Oreliana	Declined	Market rate housing	Lower proposed purchase price and applicant not living in Chicago
5	Sarah Sutherlin	Declined	Open space	Priority is given for market rate land sale residential infill development

No.	Applicant	Status	Applicant Type	Criteria
6	David Vela	Declined	Open space	Priority is given for market rate land sale residential infill development
7	Jacob Hicks	Declined	Open space	Priority is given for market rate land sale residential infill development
8	Héctor Mluna	Declined	Open space	Applicant lives two miles away and no plan detail, and no community engagement
9	Crystal Gonzalez	Declined	Open space	The applicant proposes to use the space for a community garden. The applicant failed to provide the following: two valid proof community support; water access and long-term maintenance costs; a complete and full budget; and a concise site plan
10	Kevin Sieburg	Declined	Open space	Priority is given for market rate land sale residential infill development
11	Atif Mohammed	Declined	Affordable Housing -- City Lots for Working Families	Priority is given for market rate land sale residential infill development
12	Sara Abbasi	Declined	Affordable Housing -- City Lots for Working Families	Priority is given for market rate land sale residential infill development
13	Manuel Mora	Declined	Side yard	Priority is given for market rate land sale residential infill development
14	Vanessa Salas	Declined	Side yard	Priority is given for market rate land sale residential infill development

Exhibit "C".

Form Of Deed.

QUITCLAIM DEED

(Vacant Land - ChiBlockBuilder— Market Rate Housing)

(The Above Space for Clerk's Use Only)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 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 $21,000, conveys and quitclaims all right, title and interest in the real property legally described and identified on **Exhibit 1** 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 for such date at pages _____ through _____, to Nath Construction LLC, an Illinois limited liability ("**Buyer**"), having a principal residence or business address at 234 Mannheim Road, Bellwood, Illinois 60104.

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 the Buyer's heirs, successors and assigns,

in perpetuity (unless a shorter period is expressly stated below):

1. Covenant to Improve City Lot with a Home; Restriction on Conveyance. Buyer shall (a) construct a single-family home on the City Lot (the "Home") in accordance with the site plan and elevations previously approved by the Department of Planning and Development ("Department") within eighteen (18) months of the date of this Deed; provided, however, the Department, in its sole discretion, may extend the completion date upon written request, (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot until construction of the Home is completed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Lot, terminate the estate conveyed to the Buyer, and revest title to the City Lot in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. The forgoing covenants shall expire upon completion and occupancy of the Home.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature of City's 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.

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 _____, 20__.

ATTEST:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

_____
Andrea 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

[(Sub)Exhibit 1 referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 24370 and 24371 of this *Journal*.]

SALE OF VACANT CITY-OWNED PROPERTY AT 27 N. PINE AVE. TO COMMUNITY FIRST FOUNDATION UNDER CHIBLOCKBUILDER PLATFORM FOR COMMUNITY-OWNED GARDEN.

[O2025-0014966]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025, and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 27 North Pine Avenue to Community First Foundation under ChiBlockBuilder platform for community-owned garden (29th Ward) (O2025-0014966), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for community open space, with the goal of attracting residents, nonoprofit organizations and businesses to fence and manage vacant property for local neighborhood activities; and

WHEREAS, The Department accepted applications for the City Lots beginning on April 1, 2024 and ending on May 16, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22, 29 and May 6, 13, 2024; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, nonprofit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price") which represent 10 percent of the market value assessment for the applicable City Lots; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Open Space Project; Restriction On Conveyance. Buyer shall: (a) improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping;

(e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions

that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 15 in Block 5 in Craft's Addition to Austinville, being Craft's Subdivision of the west 36¼ acres of the south 43¾ acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

27 North Pine Avenue
Chicago, Illinois 60644.

Permanent Index Number:

16-09-319-013-0000.

Buyer:

Community First Foundation.

Ward/Community Area:

29/Austin.

TIF Area:

Madison Austin Corridor.

Size/Zoning:

4,451 square feet/RS3.

Market Value ("As Is"):

$16,461.

Purchase Price (10 Percent Of Value):

$1,646.

Open Space Project:

The Community First Foundation is a long-standing community organization. Its goal is to create a community-owned garden that fosters inclusivity, social connections and sustainable living practices. In addition to growing food, this space will be for hands-on learning, youth programs, and fun social interactions. It's where city dwellers can connect with nature. The budget is approximately $22,000.

Exhibit "B".

Competing Proposals.

City Lots 1.

27 North Pine Avenue -- Applications Submitted.

Community First Foundation was the only eligible applicant.

SALE OF CITY-OWNED PROPERTIES AT 7027 -- 7029 S. PRINCETON AVE. TO NEIGHBORSPACE AND 5537 S. JUSTINE ST. TO FRED WILLIAMS UNDER CHIBLOCKBUILDER PLATFORM FOR IMPROVEMENT OF CITY PROPERTY WITH OPEN SPACE PROJECT.

[O2025-0014969]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025, and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned properties at 7027 -- 7029 South Princeton Avenue to NeighborSpace and 5537 South Justine Street to Fred Williams under ChiBlockBuilder platform for improvement of City property with open space project (6th and 16th Wards) (O2025-0014969), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for community open space, with the goal of attracting residents, nonoprofit organizations and businesses to fence and manage vacant property for local neighborhood activities; and

WHEREAS, The Department accepted applications for the City Lots beginning on November 17, 2022 and ending on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20, 2023, January 27, 2023 and February 3, 2023; and

WHEREAS, Eligible buyers of the City Lots had to meet the following qualifications: (1) be residents, non-profit organizations or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) show support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, The Department evaluated the applications from eligible open space buyers based on the following criteria: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer subject to a deed restriction requiring the Buyer to improve the City Lot with an open space project and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price") which represent 10 percent of the market value assessment for the applicable City Lots; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot in its "as is" condition to the Buyers identified on Exhibit A for the Purchase Prices listed on Exhibit A.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot With Open Space Project; Restriction On Conveyance. Buyer shall: (a) improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and revest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Limited Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses;

(d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or

the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lots 1 And 2.

Lots 1 and 2 in Bussie's Subdivision of Lots 8 and 9 in Block 13 in Normal School Subdivision of the west half of the southeast quarter of Section 21, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Addresses:

7027 -- 7029 South Princeton Avenue
Chicago, Illinois 60621.

Permanent Index Numbers:

20-21-421-002-0000; and

20-21-421-003-0000.

Buyer:

NeighborSpace.

Ward/Community Area:

6/Greater Grand Crossing.

TIF Area:

67th and Wentworth.

Size/Zoning:

7,499 square feet/RM5.

Market Value ("As Is"):

$42,250.

Purchase Price (10 Percent Of Value):

$4,226.

Open Space Project:

NeighborSpace is partnering with Grow Greater Englewood and Englewood Village Farms on this two-parcel garden. Juan Cedillo is the main gardener and his work in the community helps provide organically grown vegetables to local farmers markets and CSA programs. Their shared mission is to build, grow, and provide for the communities they serve. Founder Juan Cedillo is a third-generation farmer who learned most of his skills working alongside his father and grandfather. Juan is a graduate from the Windy City Harvest Horticulture program where he learned new techniques that have become a part of NeighborSpace's process. As part of a network of Englewood Village Farms, this is an extension of the current farm located across the street. Their budget is approximately $20,000.

City Lot 3.

The north half of Lot 10 in Block 14 in Snowdon's Subdivision of the northwest quarter of the northwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5537 South Justine Street
Chicago, Illinois 60639.

Permanent Index Number:

20-17-101-017-0000.

Buyer:

Fred Williams.

Ward/Community Area:

16/West Englewood.

TIF Area:

None.

Size/Zoning:

3,071 square feet/RS3.

Market Value ("As Is"):

$9,213.

Purchase Price (10 Percent Of Value):

$921.

Open Space Project:

Fred Williams has lived in Englewood his whole life. He recently purchased a home at 5545 South Justine Street. He plans to create an intergenerational community plaza and gathering space with a flower garden and fence. He has a budget of approximately $4,200.

Exhibit "B".

Competing Proposals.

City Lots 1 And 2.

7027 -- 7029 South Princeton Avenue -- Applications Submitted.

NeighborSpace was the only eligible applicant.

City Lot 3.

5537 South Justine Street -- Applications Submitted.

Fred Williams was the only eligible applicant.

SALE OF CITY-OWNED PROPERTY AT 1313 S. TALMAN AVE. TO TALMAN STREET LLC UNDER CHIBLOCKBUILDER PLATFORM FOR NEW CONSTRUCTION OF THREE-FLAT RESIDENTIAL BUILDING.

[O2025-0014964]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025, and to which was referred an

ordinance from the Department of Planning and Development for the sale of City-owned property at 1313 Talman Avenue to Talman Street LLC under ChiBlockBuilder platform for new construction of three-flat residential building (28th Ward) (O2025-0014964), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") 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 offered the property commonly known as 1313 South Talman Avenue, Chicago, Illinois, and legally described on Exhibit A attached hereto (the "City Lot"), along with many other City-owned lots, for sale on the ChiBlockBuilder website in five categories: affordable housing, side yards, open space, market rate housing and commercial development; and

WHEREAS, The Department accepted applications for the City Lot beginning on April 1, 2024 and ending on May 17, 2024 and July 1, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22 and 29; May 6, 13, 20, 27; and June 3, 10, 17 and 24 of 2024; and

WHEREAS, The Department selected Talman Street LLC ("Buyer") for the sale of the City Lot for the market-rate housing project described on Exhibit A and depicted in the drawings attached hereto and incorporated herein as Exhibit C (the "Project"); and

WHEREAS, The names of all other applicants for the City Lot, and a summary of each of their proposals, are set forth on Exhibit B attached hereto; and

WHEREAS, Eligible buyers of City-owned land through ChiBlockBuilder for market-rate housing during the Application Period had to meet the following qualifications: (1) be individuals, nonprofit organizations or businesses registered in Illinois; (2) submit a site plan, budget and program for the project; (3) conform to Neighborhood Design Guidelines;

(4) show support from the nearby community for the project; (5) provide an analysis of the impact of the project on the immediate area and surrounding community; (6) be able to pay property taxes on the City Lot and have no outstanding debt with the City; (7) be able to conform with current zoning requirements or secure required zoning approvals and permits; and (8) be able to maintain the City Lot as proposed in the application materials; and

WHEREAS, The Department desires to convey the City Lot to the Buyer subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The market value assessment of the City Lot, as of October 20, 2024, as determined by CBRE is $10,493.00; and

WHEREAS, The City has agreed to sell, the City Lot to the Buyer for $10,493.00 ("Purchase Price"); now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Lot in its "as is" condition to the Buyer for the Purchase Price, subject to the Buyer's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

a) Buyer must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project; and

b) Buyer must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct such Project and submit evidence thereof to the Department.

If Buyer fails to close on the acquisition of the City Lot 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 ("Commissioner"), in the Commissioner's sole discretion, upon a request from Buyer, extends the closing date. Buyer shall pay all escrow fees and other title insurance fees and closing costs.

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, a quitclaim deed ("Deed") conveying the City Lot to the Buyer, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. The Deed shall be in substantially the form set forth in Exhibit D.

SECTION 4. 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 City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "C" referred to in this ordinance is printed on pages 24403 through 24405 of this *Journal*.]

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

Exhibit "A".

Legal Description Of City Lot And Project Description.

(Legal Description Is Subject To Title Commitment And Survey)

Legal Description.

Lot 6 in the subdivision of the south 64 feet of Lot 25 in Block 1 in Cook and Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1313 South Talman Avenue
Chicago, Illinois 60608.

Permanent Index Number:

16-24-209-011-0000.

Buyer:

Talman Street LLC.

Ward/Community Area:

28th Ward/North Lawndale.

TIF Area:

Midwest.

Size/Zoning:

2,988 square feet/RT4.

Market Value ("As Is"):

$10,493.00.

Purchase Price:

$10,493.00

Project Description:

New construction of three-flat residential unit building at grade with three surface parking spaces.

Exhibit "B".

Competing Proposals For The City Lot.

Applicants	Status	Applicant Type	Criteria
Talman Street LLC	Accepted	Market rate housing	Applicant has extensive experience with new residential construction development and offered a higher market value price
Vladimir Rikhlyuk	Declined	Open space	Applicant proposes community garden however lot is in PD zoning and proposal lacks development budget and community involvement
Martha Gonzalez	Declined	Market rate housing	Applicant has experience with rehab and new construction development but lacks detail in budget quotes and estimates
Victor Gonzalez	Declined	Market rate housing	Applicant has experience with rehab and new construction development but lacks detail in budget quotes and estimates
Marcus Betts	Declined	Market rate housing	Lower proposed purchase price and not secured funding

Exhibit "D".

Form Of Deed.

QUITCLAIM DEED

(Vacant Land - ChiBlockBuilder— Market Rate Housing)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 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 $10,493.00, conveys and quitclaims all right, title and interest in the real property legally described and identified on **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 for such date at pages _____ through _____, to _____ ("**Buyer**"), having a principal residence or business address at _____, Chicago, Illinois 606___.

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 the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant to Improve City Lot with 3-Unit Building; Restriction on Conveyance. Buyer shall (a) construct a three-unit residential building on the City Lot (the "Residential Building") in accordance with the site plan and elevations previously approved by the Department of Planning and Development ("Department") within eighteen (18) months of the date of this Deed; provided, however, the Department, in its sole discretion, may extend the completion date upon written request, (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot until construction of the Residential Building is completed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Lot, terminate the estate conveyed to the Buyer, and revest title to the City Lot in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. The forgoing covenants shall expire upon completion and occupancy of the Residential Building.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature of City's 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.

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 _____, 20__.

ATTEST:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

_____
Andrea 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.

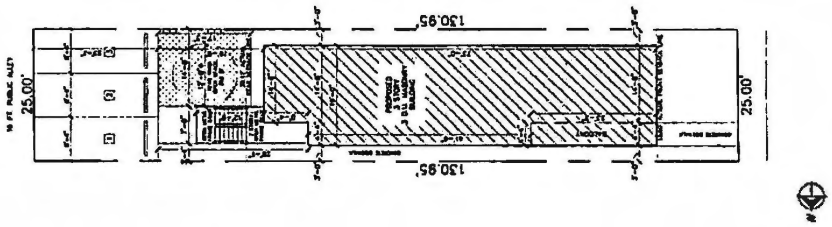
Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 24396 through 24398 of this *Journal*.]

Exhibit "C".

Project Drawings.
(Page 1 of 3)

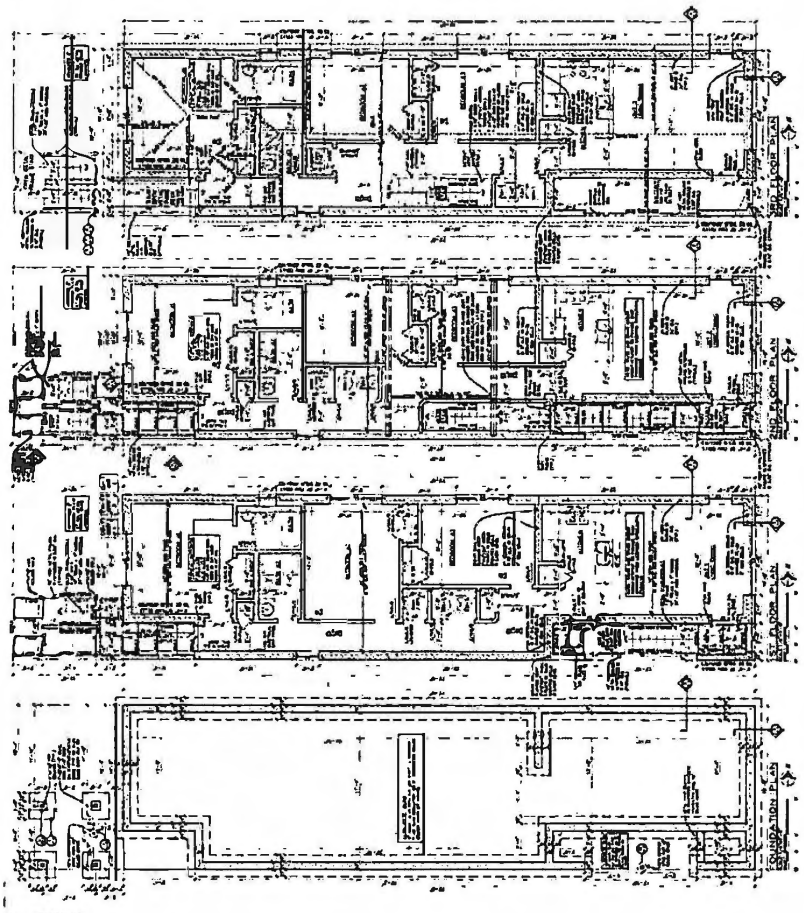


SITE PLAN

1313 S Talman Ave

Exhibit "C".

Project Drawings.
(Page 2 of 3)



FLOOR PLANS

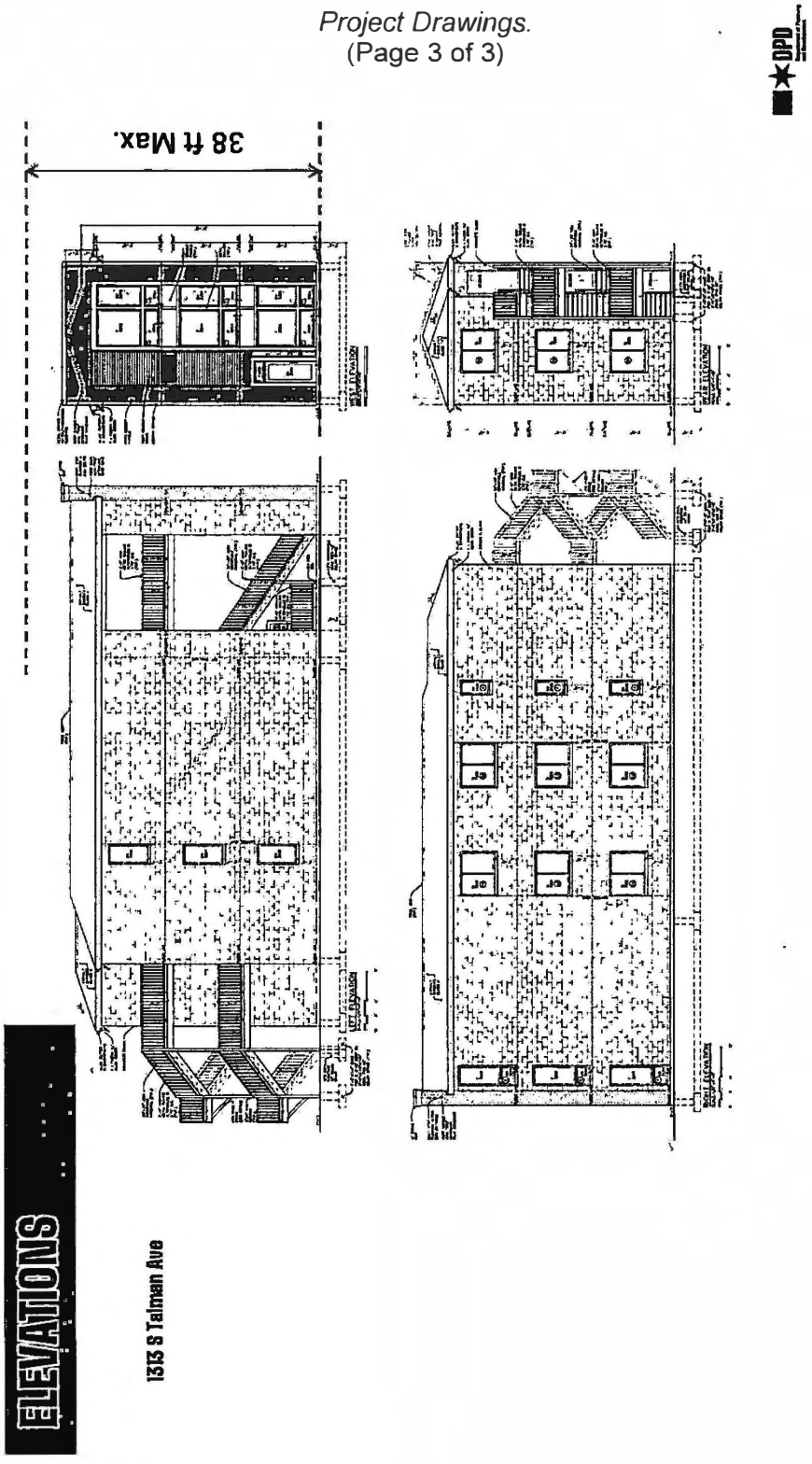
1313 S Talman Ave

MASONRY BLDG. AT GRADE

- **1st Floor**
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen
- **2nd Floor**
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen
- **3rd Floor**
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen

Exhibit "C".

Project Drawings.
(Page 3 of 3)



SALE OF CITY-OWNED PROPERTY AT 1337 S. TALMAN AVE. TO CALIN GROUP LLC UNDER CHIBLOCKBUILDER PLATFORM FOR CONSTRUCTION OF THREE-FLAT RESIDENTIAL BUILDING WITH THREE SURFACE PARKING PLACES.

[O2025-0014960]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened February 18, 2025, and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 1337 South Talman Avenue to Calin Group LLC under ChiBlockBuilder platform for construction of three-flat residential building with three surface parking spaces (28th Ward) (O2025-0014960), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") 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 offered the property commonly known as 1337 South Talman Avenue Chicago, Illinois, and legally described on Exhibit A attached hereto (the "City Lot"), along with many other City-owned lots, for sale on the ChiBlockBuilder website in five categories: affordable housing, side yards, open space, market rate housing and commercial development; and

WHEREAS, The Department accepted applications for the City Lot beginning on April 1, 2024 and ending on May 17, 2024 and July 1, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22, 29; May 6, 13, 20, 27 and June 3, 10, 17 and 24 of 2024; and

WHEREAS, The Department selected Calin Group LLC for the sale of the City Lot for the market-rate housing project described on Exhibit A and depicted in the drawings attached hereto and incorporated herein as Exhibit C (the "Project"); and

WHEREAS, The names of all other applicants for the City Lot, and a summary of each of their proposals, are set forth on Exhibit B attached hereto; and

WHEREAS, Eligible buyers of City-owned land through ChiBlockBuilder for market-rate housing during the Application Period had to meet the following qualifications: (1) be individuals, nonprofit organizations or businesses registered in Illinois; (2) submit a site plan, budget and program for the project; (3) conform to Neighborhood Design Guidelines; (4) show support from the nearby community for the project; (5) provide an analysis of the impact of the project on the immediate area and surrounding community; (6) be able to pay property taxes on the City Lot and have no outstanding debt with the City; (7) be able to conform with current zoning requirements or secure required zoning approvals and permits; and (8) be able to maintain the City Lot as proposed in the application materials; and

WHEREAS, The Department desires to convey the City Lot to the Buyer subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The market value assessment of the City Lot, as of October 19, 2024, as determined by CBRE is $10,447.00; and

WHEREAS, The City has agreed to sell the City Lot to the Buyer for $10,447.00 ("Purchase Price"); now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Lot in its "as is" condition to the Buyer for the Purchase Price, subject to the Buyer's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

a) Buyer must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project; and

b) Buyer must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct such Project and submit evidence thereof to the Department.

If Buyer fails to close on the acquisition of the City Lot 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 ("Commissioner"), in the Commissioner's sole discretion, upon a request from Buyer, extends the closing date. Buyer shall pay all escrow fees and other title insurance fees and closing costs.

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, a quitclaim deed ("Deed") conveying the City Lot to the Buyer, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. The Deed shall be in substantially the form set forth in Exhibit D.

SECTION 4. 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 City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "C" referred to in this ordinance printed on pages 24416 through 24418 of this *Journal*.]

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

Exhibit "A".

Legal Description Of City Lot And Project Description.

(Legal Description Is Subject To Title Commitment And Survey)

Legal Description.

Lot 18 in Block 14 in the subdivision of Lots 1 to 5 and Lot 7 of Block 4 and Lots 1 to 6 and 11 to 14 of Block 3 and Lots 3, 4 and 5 of Block 5 of Cook & Anderson's Subdivision of the west half of the northeast quarter of Section 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1337 South Talman Avenue
Chicago, Illinois 60608.

Permanent Index Number:

16-24-209-021-0000.

Buyer:

Calin Group LLC.

Ward/Community Area:

28th Ward/North Lawndale.

TIF Area:

Midwest.

Size/Zoning:

2,985 square feet/RT4.

Market Value ("As Is"):

$10,447.00.

Purchase Price:

$10,447.00.

Project Description:

New construction of three-flat residential unit building with three surface parking places.

Exhibit "B".

Competing Proposals For The City Lot.

Applicants	Status	Applicant Type	Criteria
Calin Group LLC (Victor Gonzalez)	Accepted	Market rate housing	Applicant has experience with rehab and new construction development and offer a higher market value price
Gregory Matthew	Declined	Market rate housing	Applicant already applied and accepted to other City-owned land and priority is given to new applicants
Vladimir Rikhlyuk	Declined	Open space	Water may be an issue to this lot. In addition, the lot is in a PD area and close to an elementary school which may be an issue
Marcus Betts	Declined	Market rate housing	Applicant has experience with rehab and new construction development but market value price offer is lower

Exhibit "D".

Form Of Deed.

QUITCLAIM DEED

(Vacant Land - ChiBlockBuilder— Market Rate Housing)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 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 $10,447.00, conveys and quitclaims all right, title and interest in the real property legally described and identified on **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 for such date at pages _____ through _____, to _____ ("**Buyer**"), having a principal residence or business address at _____, Chicago, Illinois 606___.

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 the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant to Improve City Lot with 3-Unit Building; Restriction on Conveyance. Buyer shall (a) construct a three-unit residential building on the City Lot (the "Residential Building") in accordance with the site plan and elevations previously approved by the Department of Planning and Development ("Department") within eighteen (18) months of the date of this Deed; provided, however, the Department, in its sole discretion, may extend the completion date upon written request, (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot until construction of the Residential Building is completed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Lot, terminate the estate conveyed to the Buyer, and revest title to the City Lot in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. The forgoing covenants shall expire upon completion and occupancy of the Residential Building.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature of City's 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.

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 _____, 20__.

ATTEST:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

_____ By: _____

Andrea M. Valencia, City Clerk

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.

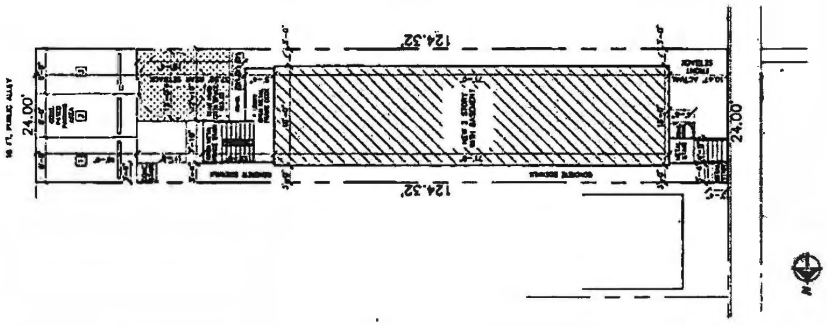
Given under my hand and notarial seal on _____, 20__.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 24410 through 24411 of this *Journal*.]

Exhibit "C".

Project Drawings.
(Page 1 of 3)

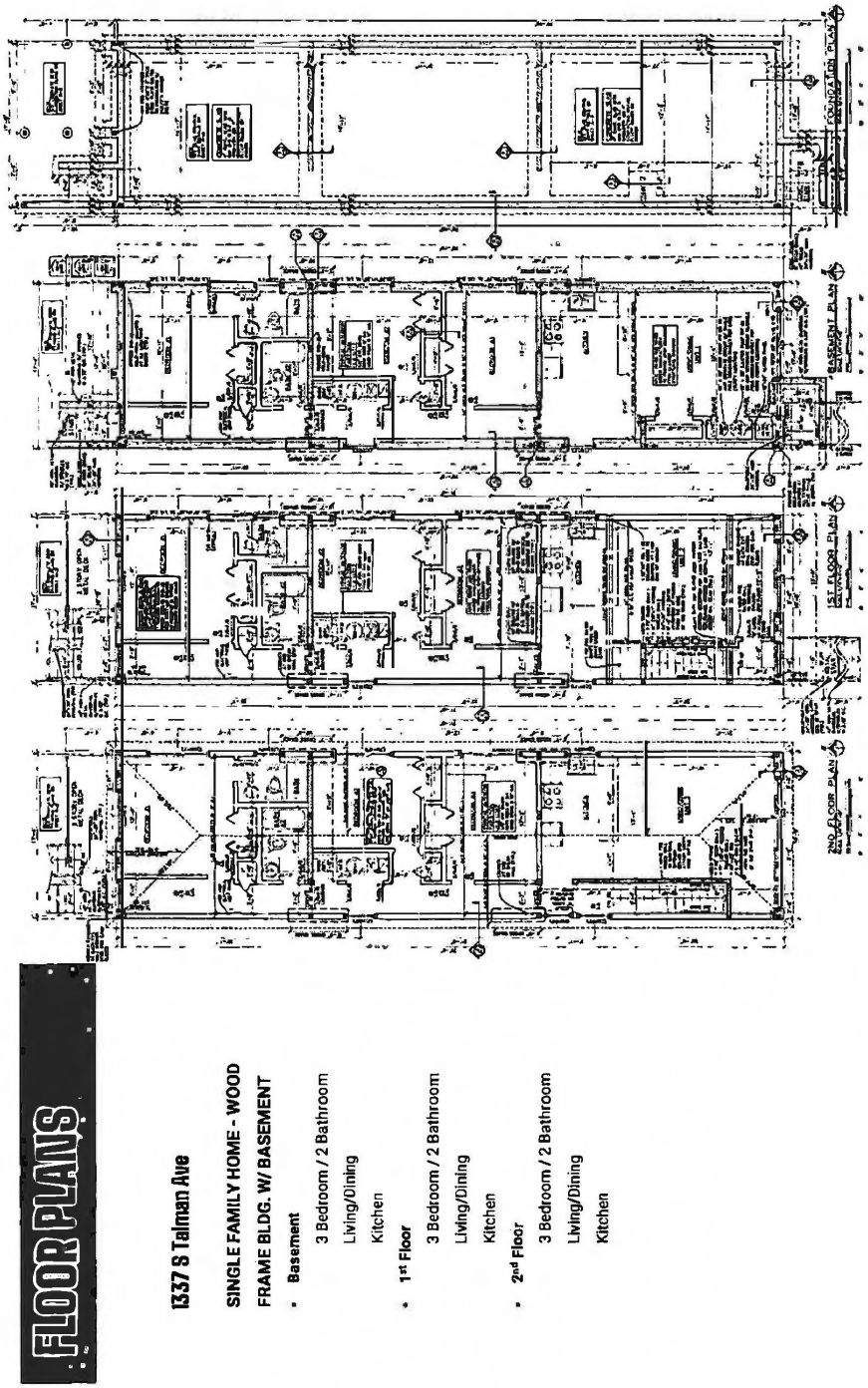


SITE PLAN

1537 S Talman Ave

Exhibit "C".

Project Drawings.
(Page 2 of 3)



FLOOR PLANS

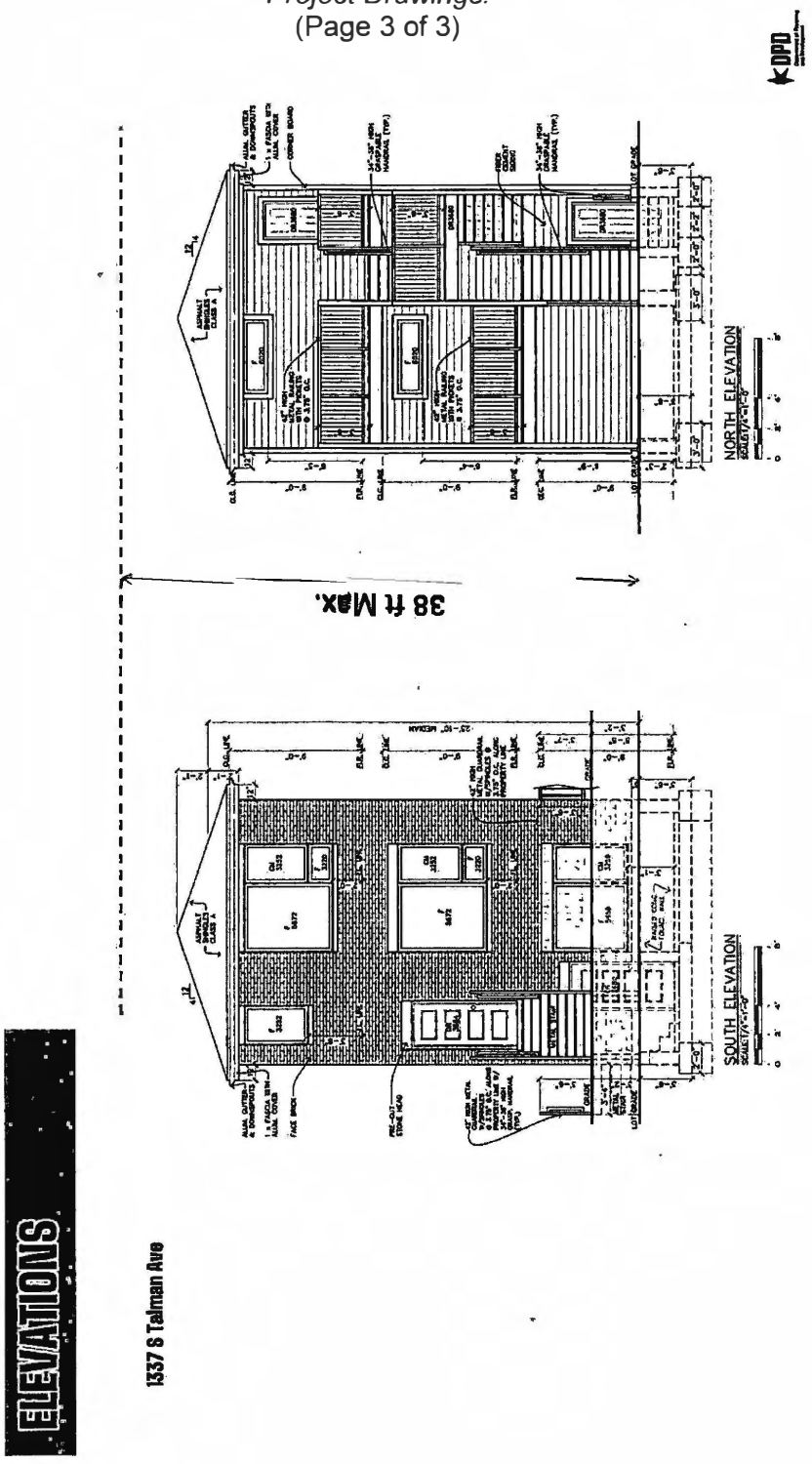
1337 S Talman Ave

SINGLE FAMILY HOME - WOOD FRAME BLDG. W/ BASEMENT

- **Basement**
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen
- **1st Floor**
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen
- **2nd Floor**
  - 3 Bedroom / 2 Bathroom
  - Living/Dining
  - Kitchen

Exhibit "C".

Project Drawings.
(Page 3 of 3)



SALE OF CITY-OWNED PROPERTY AT 2819 W. WALNUT ST. TO SHREYA SINGH UNDER CHIBLOCKBUILDER PLATFORM FOR NEW RESIDENTIAL, MULTI-FAMILY THREE-UNIT BUILDING.

[O2025-0014959]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened February 18, 2025, and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 2819 West Walnut Street to Shreya Singh under ChiBlockBuilder program for new residential, multi-family, three-unit building (27th Ward) (O2025-0014959), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") 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 offered the property commonly known as 2819 West Walnut Street, Chicago, Illinois, and legally described on Exhibit A attached hereto (the "City Lot"), along with many other City-owned lots, for sale on the ChiBlockBuilder website in five categories: affordable housing, side yards, open space, market rate housing and commercial development; and

WHEREAS, The Department accepted applications for the City Lot beginning on November 17, 2022 and ending on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20 and 27 and February 3, 2023; and

WHEREAS, The Department selected 2819 Walnut LLC, an Illinois limited liability company ("Buyer") for the sale of the City Lot for the market-rate housing project described on Exhibit A (the "Project"); and

WHEREAS, The names of all other applicants for the City Lot, and a summary of each of their proposals, are set forth on Exhibit B attached hereto; and

WHEREAS, Eligible buyers of City-owned land through ChiBlockBuilder for market-rate housing during the Application Period had to meet the following qualifications: (1) be individuals, nonprofit organizations or businesses registered in Illinois; (2) submit a site plan, budget and program for the project; (3) conform to Neighborhood Design Guidelines; (4) show support from the nearby community for the project; (5) provide an analysis of the impact of the project on the immediate area and surrounding community; (6) be able to pay property taxes on the City Lot and have no outstanding debt with the City; (7) be able to conform with current zoning requirements or secure required zoning approvals and permits; and (8) be able to maintain the City Lot as proposed in the application materials; and

WHEREAS, The Department desires to convey the City Lot to the Buyer subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The market value assessment of the City Lot, as of June 17, 2024, as determined by CBRE is $12,953; and

WHEREAS, The Buyer has offered to purchase, and the City has agreed to sell, the City Lot to the Buyer for $15,000 ("Purchase Price"); now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Lot in its "as is" condition to the Buyer for the Purchase Price, subject to the Buyer's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

a) Buyer must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project; and

b) Buyer must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct such Project and submit evidence thereof to the Department.

If Buyer fails to close on the acquisition of the City Lot 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 ("Commissioner"), in the Commissioner's sole discretion, upon a request from Buyer, extends the closing date. Buyer shall pay all escrow fees and other title insurance fees and closing costs.

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, a quitclaim deed ("Deed") conveying the City Lot to the Buyer, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. The Deed shall be in substantially the form set forth in Exhibit C.

SECTION 4. 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 City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description Of City Lot And Project Description.

(Legal Description Is Subject To Title Commitment And Survey)

Legal Description.

Lot 17 in Block 14 in Lee and Others Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2819 West Walnut Street
Chicago, Illinois 60612.

Permanent Index Number:

16-12-316-004-0000.

Ward/Community Area:

27/West Garfield Park.

TIF Area:

Kinzie Industrial Conservation Area.

Size/Zoning:

3,701 square feet/RT4.

Project Description:

New residential, multi-family, three-unit building (approximately 1,500 square feet per floor), with one parking space per unit.

Exhibit "B".

Competing Proposals For The City Lot.

No.	Applicant	Status	Applicant Type	Criteria
1	Shreya Singh	Accepted	Market rate housing	Applicant has extensive experience with new residential construction development and offer a higher market value price

No.	Applicant	Status	Applicant Type	Criteria
2	Sarah Dickerson	Declined	Market rate housing	Applicant has extensive experience with new residential construction development but has a lower budget
3	Guillermo Mata	Declined	Market rate housing	Applicant first project and lower proposed purchase price
4	Peter Bowman	Declined	Market rate housing	Applicant has experience with rehab and new construction development but budget is low
5	Vincent Uribe	Declined	Open space	Priority given for residential infill development
6	Alissa Williams	Declined	Open space	Applicant lives two miles away and wants to construct a personal garden, there is no community engagement
7	Joyce Walker	Declined	Open space	Budget is not supported, nor any secured financing to move ahead with project at this time
8	James E. Graham	Declined	Open space	Applicant provides no site plan or budget
9	Corbin Doss	Declined	Affordable Housing -- City Lots for Working Families	Zoning is not appropriate; would require a zoning change and the offer purchase price is lower than the market value
10	Autumn Anthony	Declined	Affordable Housing -- City Lots for Working Families	Zoning is not appropriate; would require a zoning change and the offer purchase price is lower than the market value

Exhibit "C".

Form Of Deed.

QUITCLAIM DEED

(Vacant Land - ChiBlockBuilder— Market Rate Housing)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 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 $15,000, conveys and quitclaims all right, title and interest in the real property legally described and identified on **Exhibit 1** 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 for such date at pages _____ through _____, to 2819 Walnut LLC (**"Buyer"**), having a principal residence or business address at 2711 West Polk, Chicago, Illinois 60612.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of 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 the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant to Improve City Lot with 3-Unit Building; Restriction on Conveyance. Buyer shall (a) construct a 3-unit residential building on the City Lot (the "Residential Building") in accordance with the site plan and elevations previously approved by the Department of Planning and Development ("Department") within eighteen (18) months of the date of this Deed; provided, however, the Department, in its sole discretion, may extend the completion date upon written request, (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot until construction of the Residential Building is completed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Lot, terminate the estate conveyed to the Buyer, and revest title to the City Lot in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. The forgoing covenants shall expire upon completion and occupancy of the Residential Building.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature of City's 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.

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 _____, 20__.

ATTEST:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

_____
Andrea 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

[(Sub)Exhibit 1 referred to in this Form of Deed constitutes Exhibit "A" to ordinance printed on pages 24422 and 24423 of this *Journal*.]

SALE OF CITY-OWNED PROPERTIES AT 1747 W. 18TH PL. AND 4741 -- 4745 S. ELIZABETH ST. TO NEIGHBORSPACE AND 6234 S. WOLCOTT AVE. TO WOOD ST COLLECTIVE UNDER CHIBLOCKBUILDER PLATFORM.

[O2025-0014970]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025, and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned properties at 1747 West 18th Place and 4741 -- 4745 South Elizabeth Street to NeighborSpace and 6234 South Wolcott Avenue to Wood St Collective under ChiBlockBuilder platform (16th, 20th, 25th Wards) (O2025-0014970), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") 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 offered the properties identified on Exhibit A attached hereto (the "City Lots") for sale on the ChiBlockBuilder website for urban agriculture, with the goal of attracting residents, nonprofit organizations, and businesses to fence and manage vacant property for the purpose of urban agriculture; and

WHEREAS, Urban agriculture increases equitable community access to healthy foods, promotes community cohesion, and provides business and educational opportunities to neighborhood residents; and

WHEREAS, The Department accepted applications for the City Lots beginning on April 1, 2024 and ending on May 16, 2024 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on April 1, 8, 15, 22, 29 and May 6 and 13, 2024; and

WHEREAS, The Department reviewed the eligibility of ChiBlockBuilder urban agriculture applicants and reviewed their applications based on the following criteria: (i) priority given to projects with evidence of clear commitment and financial and technical support to maintain site, including funding, partnerships with other organizations and clear plans for identifying further funding; (ii) priority given to projects with clear plans and designs and realistic timeline, and that are ready to start activating the land in 2025; (iii) project proposal plan and design have measurable and achievable goals to grow food; (iv) priority given to projects that have support from neighbors, alderpersons, other growers or organizations as indicated through letters of support and clear plans to engage the community they want to grow in; (v) priority given to projects that will provide/sell food for the community they grow in; (vi) priority given to applicants residing in Chicago with connections to the neighborhood they are applying in; (vii) priority given to applicants from communities disproportionately impacted by food insecurity; (viii) priority given to projects where the applicant has previous experience with urban agriculture and similar projects; and

WHEREAS, The Department selected the buyers for the City Lots identified on Exhibit A (each, a "Buyer") for the projects described on Exhibit A; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists, and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey the City Lots to the respective Buyers subject to the deed restriction set forth in Exhibit C; and

WHEREAS, Each respective Buyer has agreed to purchase the City Lots for $1.00 each (the "Purchase Price"); and

WHEREAS, After transfer of the City Lots to each respective Buyer, the Buyer will collaborate with community members and/or organizations and each Project will be managed by the community; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Lots to the Buyer for the Projects in their "as is" condition for the price 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, in substantially the form attached hereto as Exhibit C.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lots or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Descriptions, Buyers, Purchase Prices And Projects.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Legal Description:

Lot 70 in Walker's Subdivision of Block 47 in Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1747 West 18th Place
Chicago, Illinois 60608.

Permanent Index Number:

17-19-412-005-0000.

Buyer:

NeighborSpace.

Market Value ("As Is"):

$166,004.00.

Purchase Price:

$1.00.

Project Description:

NeighborSpace is partnering with Milpa Mizan to create a garden and community space in the Pilsen neighborhood where open space is scarce. They will distribute the food they grow for free to the neighborhood via a farmstand, and free stores in Pilsen and La Villita, a sanctuary house in Garfield Park, and a coalition of mutual aid groups. NeighborSpace will be performing soil testing and possible environmental remediation with a Right-of-Entry before the purchase of the lot. Plans for the garden include permanent water installation, vertical growing in an ag pod, a community gathering space, a produce stand, a native garden, and vegetable production beds. Milpa Mizan has worked consistently in Pilsen and Little Village over the past decade. After environmental testing, the group will engage in a continuation of their community design process. The budget for this project is $160,000.

City Lots 2, 3 And 4.

Legal Description:

Lots 27, 28 and 29 in Block 1 in Cook's Subdivision of the northeast quarter of the northeast quarter of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Addresses:

4741 -- 4745 South Elizabeth Street
Chicago, Illinois 60609.

Permanent Index Numbers:

20-08-107-027-0000;

20-08-107-028-0000; and

20-08-107-029-0000.

Buyer:

NeighborSpace.

Market Value ("As Is"):

$22,372.

Purchase Price:

$3.00 ($1 per parcel).

Project Description:

NeighborSpace is partnering with the UNION Impact Center which was selected as a recipient of an $80,000 Chicago Community Growers Program grant towards this project. Two of the three PINs are environmentally cleared. NeighborSpace will be performing a Phase I with a Right-of-Entry on the third lot. The project will include fencing, accessible garden beds, a pollinator garden, nature play area, and a green house in a later phase. There are multiple water hydrant options currently being discussed. UNION is developing a relationship with the Keller Science Action Center, a subsidiary of the Field Museum. The Back of the Yards Library Branch has expressed interest in maintaining a few garden beds during the summer growing season. Likewise, other community partners have shown interest including the Hamline School parent mentor group and mutual aid workers. The budget for this project is approximately $200,000.

City Lot 5.

Legal Description:

Lots 321, 322 and 323 in E.A. Cummings and Company 63rd Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6234 South Wolcott Avenue
Chicago, Illinois 60636.

Permanent Index Number:

20-18-425-031-0000.

Buyer:

Wood St Collective.

Market Value ("As Is"):

$27,997.

Purchase Price:

$1.00.

Project Description:

Wood St Collective's plan includes multiple growing spaces, pavilion and seating area, fencing, a storage shed, and a paved walking path. The group has secured funding for infrastructure costs through the City of Chicago Community Growers Program and the Chicago Region Food System Fund. The quarter-acre urban farm will exemplify how green spaces can be safe, fun community hubs that engage West Englewood residents and schools. The garden is located on the same block as Lindblom Math and Science Academy and will host free, public events such as Family Garden Days that distribute locally grown, fresh produce. The budget for this project is approximately $125,000.

Exhibit "B".

Competing Proposals.

City Lot 1 -- Applications Submitted.

	Applicant Name	Proposal	Selected? Y/N
1.	NeighborSpace	Urban agriculture and community gathering space, $160,000 budget. Reviewers' score = 92	Y
2.	Marina Khusid	Fruit Farm, $20,000 budget. Reviewers' score = 71	N
3.	Bryan Essenberg	Hydroponic farming and beekeeping, private garden with local businesses. $33,000 budget. Reviewers' score = 67	N

City Lots 2, 3 and 4 -- Applications Submitted.

	Applicant Name	Proposal	Selected? Y/N
1.	NeighborSpace	Urban Ag with a budget of $200,000 budget. Reviewers' score = 94	Y
2.	Tlaloc Rodriguez	Community garden, budget of $9,220. Reviewers' score = 38.5	N

City Lot 5 -- Applications Submitted.

	Applicant Name	Proposal	Selected? Y/N
1.	Wood St Farm	Urban Ag with a budget of $125,000. Only Applicant	Y

Exhibit "C".

Form Of Deed.

QUITCLAIM DEED

(Vacant Land)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 93-0-27(B); AND THE CHICAGO REAL PROPERTY TRANSFER TAX, MUNICIPAL CODE SECTION 3-33-060(B).

THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("**City**" or "**Grantor**"), for and in consideration of $___.00, conveys and quitclaims all right, title and interest in the real property legally described and identified under City Lot ___ on **Exhibit A** attached hereto ("**Property**"), pursuant to an ordinance adopted by the City Council of the City ("**City Council**") on _____, 2025, and published in the Journal of the Proceedings of the City Council for such date at pages _____ through _____, to **[Buyer]**, an Illinois not for profit corporation ("**Grantee**"), having its principal office at **[Address]**.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against the Grantee and the Grantee's heirs, successors, and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant to Operate Urban Agriculture Project; Transfer Prohibition.** Grantee shall improve the Property with the urban agriculture project described in Grantee's ChiBlockBuilder application and approved by the City's Department of Planning and Development ("**DPD**"). The urban growing operations must be fully operational within five (5) years from the date of this Deed (the "**Development Period**"). "Fully operational" means the land must be producing food for sale or donation to communities experiencing a lack of access to healthy foods. Grantee must submit proof of compliance with this covenant annually to the City's Department of Business Affairs and Consumer Protection ("**BACP**") during the Development Period, and thereafter the project must remain fully operational until the 10th anniversary of the date of this Deed (the "**Compliance Period**"). Grantee must maintain the project during the Compliance Period, including soil beds, fencing, and hoop houses, and must comply with the City's urban agriculture requirements. During the Compliance Period, Grantee may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, directly or indirectly sell, transfer, convey, lease or otherwise dispose of the Property or any interest therein. If Grantee fails to comply with any of the foregoing conditions, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the Property and revest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter in favor of the City shall terminate ten (10) years following the date of this Deed.

2. **Environmental Documents Review**. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("**Bureau**"), has conducted a limited review ("**Limited Review**") of certain City records and other information ("**Review Documents**") in an effort to identify potential environmental concerns associated with the Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.

3. **Limited Nature of City's Limited Review**. Grantee acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the Property are consistent with the Bureau's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Property.

4. **Historic Contamination of Urban Land**. Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Grantee acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "*Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils,*" EPA 542/F-10/011 (Spring 2011).

5. **"As Is," "Where Is" and "With All Faults" Conveyance**. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property Lots, in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

6. **Release of City**. Grantee, on behalf of Grantee and Grantee's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.

7. **Affordable Housing and Municipal Code Requirements**. Grantee acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "**Affordable Requirements Ordinance**"), and therefore, that a future residential project on the Property may be subject to the requirements of the Affordable Requirements Ordinance. Grantee also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the Property and Grantee's use, maintenance, and transfer of the Property.

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 _____, 2025.

ATTEST:

_____
Andrea M. Valencia, City Clerk

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

By:_____
Brandon Johnson, Mayor

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that 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, the Mayor of the City, 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 _____, 2025.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 24432 through 24435 of this *Journal*.]

SALE OF CITY-OWNED PROPERTY AT 2866 W. 23RD ST. TO VCG DEVELOPERS LLC UNDER CHIBLOCKBUILDER PLATFORM FOR RESIDENTIAL, MULTI-FAMILY THREE-UNIT BUILDING PROJECT.

[O2025-0014965]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025, and to which was referred an ordinance introduced by the Department of Planning and Development for the sale of City-owned property at 2866 West 23rd Street to VCG Developers LLC under ChiBlockBuilder platform for residential, multi-family three-unit building (24th Ward) (O2025-0014965), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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, City lots sold through ChiBlockBuilder are offered for sale in different categories of use, such as affordable housing, market rate sales, missing middle-density housing, neighborhood side yards, community open space, and urban agriculture; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and their associated land use categories online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") 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 offered the property commonly known as 2866 West 23rd Street, Chicago, Illinois, and legally described on Exhibit A attached hereto (the "City Lot"), along with many other City-owned lots, for sale on the ChiBlockBuilder website in five categories: affordable housing, side yards, open space, market rate housing and commercial development; and

WHEREAS, The Department accepted applications for the City Lot beginning on November 17, 2022 and ending on February 3, 2023 (the "Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale during the Application Period was published in the *Chicago Tribune* on January 20, 2023, January 27, 2023 and February 3, 2023; and

WHEREAS, The Department selected VGC Developers LLC, an Illinois limited liability company ("Buyer") for the sale of the City Lot for the market-rate housing project described on Exhibit A and depicted in Exhibit D (the "Project"); and

WHEREAS, The names of all other applicants for the City Lot, and a summary of each of their proposals, are set forth on Exhibit B attached hereto; and

WHEREAS, Eligible buyers of City-owned land through ChiBlockBuilder for market-rate housing during the Application Period had to meet the following qualifications: (1) be individuals, nonprofit organizations or businesses registered in Illinois; (2) submit a site plan, budget and program for the project; (3) conform to Neighborhood Design Guidelines; (4) show support from the nearby community for the project; (5) provide an analysis of the impact of the project on the immediate area and surrounding community; (6) be able to pay property taxes on the City Lot and have no outstanding debt with the City; (7) be able to conform with current zoning requirements or secure required zoning approvals and permits; and (8) be able to maintain the City Lot as proposed in the application materials; and

WHEREAS, The Department desires to convey the City Lot to the Buyer subject to a deed restriction requiring the Buyer to construct the Project; and

WHEREAS, The market value assessment of the City Lot, as of November 2, 2024, as determined by CBRE is $11,856; and

WHEREAS, The City has agreed to sell the City Lot to the Buyer for $11,856 ("Purchase Price"); now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of the City Lot in its "as is" condition to the Buyer for the Purchase Price, subject to the Buyer's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

a) Buyer must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project; and

b) Buyer must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct such Project and submit evidence thereof to the Department.

If Buyer fails to close on the acquisition of the City Lot 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 ("Commissioner"), in the Commissioner's sole discretion, upon a request from Buyer, extends the closing date. Buyer shall pay all escrow fees and other title insurance fees and closing costs.

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, a quitclaim deed ("Deed") conveying the City Lot to the Buyer, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. The Deed shall be in substantially the form set forth in Exhibit C.

SECTION 4. 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 City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. This ordinance shall take effect upon its passage and approval.

[Exhibit "D" referred to in this ordinance printed on pages 24451 through 24453 of this *Journal*.]

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

Exhibit "A".

Legal Description Of City Lot And Project Description.

(Legal Description Is Subject To Title Commitment And Survey)

Legal Description.

Lot 24 in Block 2 in Cass's Subdivision of that part of Lot 2 lying east of Boulevard and the west half of the east ⅔ of Lot 4 (except Boulevard) in Superior Court Partition of the east 48 acres of the north 96 acres of the northwest quarter of Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2866 West 23rd Street
Chicago, Illinois 60623.

Permanent Index Number:

16-25-106-032-0000.

Ward/Community Area:

24/South Lawndale.

TIF Area:

None.

Size/Zoning:

Approximately 2,400 square feet/RT4.

Project Description:

Residential, multi-family three-unit building.

Exhibit "B".

Competing Proposals For The City Lot.

Applicants	Status	Applicant Type	Criteria
VCG Developers LLC (Francisco Nunez/Michael Palaguachi)	Accepted	Market rate housing	Applicant has experience with rehab and new construction development and offer a higher market value price
Martha Gonzalez	Declined	Market rate housing	Applicant has experience with rehab and new construction development, but market value price offer is lower
Victor Gonzalez	Declined	Market rate housing	Applicant has experience with rehab and new construction development, but market value price offer is lower
Ramiro Manjarres	Declined	Market rate housing	Applicant has experience with rehab and new construction development but market value price offer is lower
Candelaria De La Rosa	Declined	Open space	Applicant lives nearby and is dedicated to the neighborhood. The budget seems very low and priority is given for residential infill development
Nima S.	Declined	Open space	The applicant failed to provide the following: proof of valid community support; water access and long-term maintenance costs; and a site plan
Angela Muhammad	Declined	Open space	Lower proposed purchase price and would need assistance developing a real plan for the urban garden
Romelia Guzman	Declined	Open space	No community plans and there already is an existing garden on site

Exhibit "C".

Form Of Deed.

QUITCLAIM DEED

(Vacant Land - ChiBlockBuilder— Market Rate Housing)

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE ILLINOIS REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b); COOK COUNTY ORDINANCE NO. 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 **$11,856**, conveys and quitclaims all right, title and interest in the real property legally described and identified on **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 for such date at pages _____ through _____, to **VGC Developers, LLC**, an Illinois limited liability company ("**Buyer**"), having a principal residence or business address at 2608 W. 25th Street Chicago, Illinois 60608

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 the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant to Improve City Lot with a residential multi-family, 3-unit building; Restriction on Conveyance. Buyer shall (a) construct a residential multi-family, 3-unit building on the City Lot (the "Project") in accordance with the site plan and elevations previously approved by the Department of Planning and Development ("Department") within eighteen (18) months of the date of this Deed; provided, however, the Department, in its sole discretion, may extend the completion date upon written request, (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot until construction of the Project is completed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Lot, terminate the estate conveyed to the Buyer, and revest title to the City Lot in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. The forgoing covenants shall expire upon completion and occupancy of the Project.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Assets, Information and Services ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature of City's 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.

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 _____, 20__.

ATTEST:

CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government

_____
Andrea 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

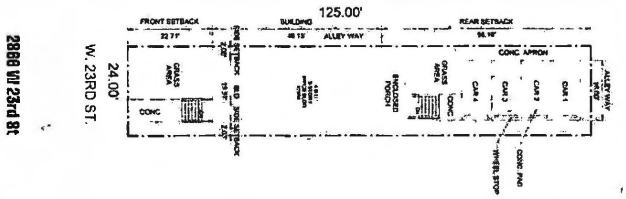
[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on page 24445 of this *Journal*.]

Exhibit "D".

Drawings And Site Plan.
(Page 1 of 3)

EXHIBIT D
DRAWINGS

SITE PLAN



OPD

Exhibit "D".

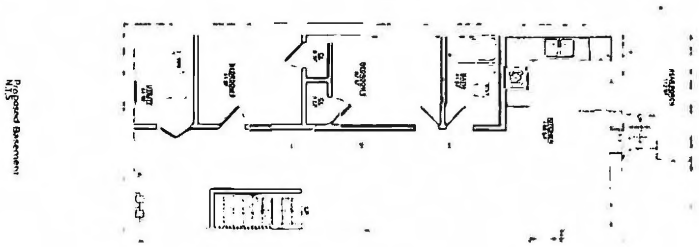
Drawings And Site Plan.
(Page 2 of 3)

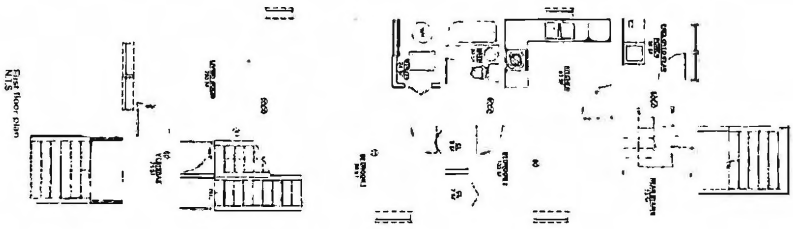
FLOOR PLANS

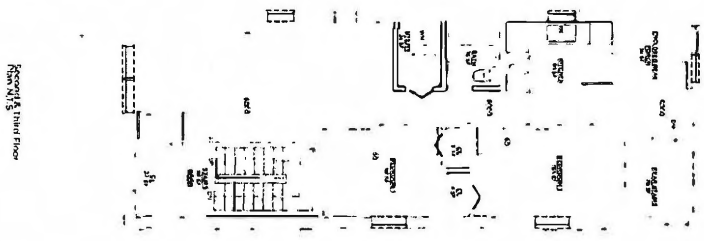
2866 W 23rd St

MASONRY BLDG. W/ BASEMENT

- **Basement**
  2 Bedroom / 1 Bathroom
- **1st. Floor**
  2 Bedroom / 1 Bathroom
- **2nd Floor**
  2 Bedroom / 1 Bathrooms
- **3rd Floor**
  2 Bedroom / 1 Bathrooms







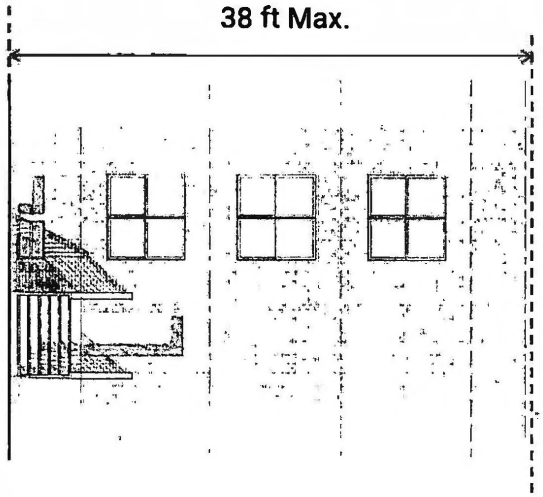
DPD

Exhibit "D".

Drawings And Site Plan.
(Page 3 of 3)

ELEVATIONS

2866 W 23rd St



Proposed front elevation N.T.S.

OPD

REDEVELOPMENT AGREEMENT WITH MATTHEW SKOWRONSKI AND KATHRYN MC ILVAIN FOR PURCHASE OF VACANT FIRE STATION AT 6411 S. CENTRAL AVE. FOR SINGLE-FAMILY HOME CONVERSION.

[O2025-0014967]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025, and to which was referred an ordinance introduced by the Department of Planning and Development for the redevelopment agreement with Matthew Skowronski and Kathryn McIlvain for purchase of vacant fire station at 6411 South Central Avenue for single-family home conversion (13th Ward) (O2025-0014967), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to ordinances adopted by the City Council on May 17, 2000 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") of such date, the City: (i) approved a certain redevelopment plan and project (as subsequently amended, the "Redevelopment Plan") for the Archer/Central Tax Increment Financing Redevelopment Area (as subsequently amended, the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area" pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1 et seq. (the "Act"); and (iii) adopted tax increment allocation financing pursuant to the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of the real property located at 6411 South Central Avenue, Chicago, Illinois, 60638, as legally described on Exhibit A attached hereto (the "Property"), which consists of approximately 6,500 square feet of land and is improved with a vacant fire station of approximately 4,064 square feet; and

WHEREAS, The Property is located in the Redevelopment Area; and

WHEREAS, Public notices advertising the sale of the Property and requesting proposals for the redevelopment of the Property appeared in the *Chicago Tribune* on April 26, May 10, May 24, June 7 and June 21, 2021; and

WHEREAS, The Department of Planning and Development (the "Department") received three proposals by the submission deadline indicated in the public notice; and

WHEREAS, The Department determined that the proposal submitted by Matthew Skowronski and Kathryn McIlvain (together, the "Developer") for redevelopment of the station house on the Property as a single-family residence (the "Project") best satisfied the goals and objectives of the advertisement and the Redevelopment Plan; and

WHEREAS, The Department has agreed to sell the Property to the Developer for Sixty-five Thousand Dollars ($65,000) (the "Purchase Price"), which represents the market value of the Property as set forth in a market valuation report prepared by CBRE dated April 12, 2024; and

WHEREAS, A Phase I Environmental Site Assessment of the Property identified Recognized Environmental Conditions ("RECS"); and

WHEREAS, A Phase II Environmental Site Assessment identified contamination above residential remediation objectives as determined by 35 Ill. Adm. Code Part 742; and

WHEREAS, As a condition of the sale, the City is requiring the Developer to enroll the Property in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program to obtain a final comprehensive residential No Further Remediation ("NFR") letter; and

WHEREAS, The City has agreed to deposit the Purchase Price into an environmental escrow at closing for the Developer to utilize for the remediation of the Property and to secure an NFR letter from the IEPA; and

WHEREAS, By Resolution Number 24-040-21, adopted on August 15, 2024, the Chicago Plan Commission recommended the disposition of the Property to the Developer; and

WHEREAS, By Resolution Number 24-CDC-33, adopted on August 13, 2024, the Community Development Commission recommended to the City Council the approval of the sale of the Property to the Developer; 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 the Developer or a Developer Entity (as defined below) for the Purchase Price. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer or the Developer Entity substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement, including but not limited to, indemnification, releases, affidavits and other documents to remove exceptions from title.

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, a quitclaim deed conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an

entity in which the Developer is the sole controlling party or that is comprised of the same principal parties (each, a "Developer Entity"), subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby superseded to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description (subject to final commitment and survey):

Lots 20 and 21 in Block 2 in the Central Addition to Clearing being a subdivision of that part of the west half of the northwest quarter of the northwest quarter of Section 21, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6411 South Central Avenue
Chicago, Illinois 60638.

Property Index Number:

19-21-109-005-0000.

Exhibit "B".

Agreement For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of _____ ___, 2025, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **MATTHEW SKOWRONSKI AND KATHRYN MCILVAIN** (together, "Developer"), whose business address is 3136 S. Lowe Avenue, Unit 1F, Chicago, IL 60616.

RECITALS

WHEREAS, the City is the owner of the property located at 6411 S. Central Avenue, Chicago, Illinois, 60638, as legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, the Property is improved with a vacant fire station of approximately 4,064 square feet (the "Building") and is located in the Clearing Community Area; and

WHEREAS, the Developer desires to purchase the Property for the adaptive reuse of the Building as a single-family residence (as further described below, the "Project"); and

WHEREAS, the Property has a market value of $65,000.00 (the "Purchase Price") based on an appraisal dated April 12, 2024; and

WHEREAS, the City has agreed to sell the Property to the Developer for the Purchase Price in consideration of the Developer's obligation to construct the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, the estimated total development cost of the Project is approximately $305,440.00; and

WHEREAS, the City Council of the City (the "City Council"), pursuant to an ordinance adopted on _____, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"2FM" means the City's Department of Fleet and Facility Management or any successor City department.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer, or its contractors or Affiliates.

"Architect" means CJ Architects, Inc. or any subsequent architect working on the Project

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

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

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's Affiliates.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof.

"Environmental Laws" means any Laws which pertain to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous

Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of Chicago; 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.

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

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"General Contractor" means Ujamaa Construction, Inc. or any subsequent general contractor working on the Project.

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

"IEPA" means the Illinois Environmental Protection Agency.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, orders, decrees, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees, injunctions or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, causes of action, suits, complaints, demands, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement,

arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).

"Municipal Code" means the Municipal Code of Chicago as presently in effect and as hereafter amended from time to time.

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, or radon, or (b) is a hazard to the environment or to the health or safety of persons.

"Phase I ESA" means a Phase I Environmental Site Assessment of the Property in accordance with the most current ASTM standard.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive Residential NFR Letter for the Property, or any portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, or the applicable portion thereof, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"SRP" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, the Remedial Action Completion Report, and any and all related correspondence, data and other information prepared by either party pursuant to Section 22.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, noting the recording of this Agreement as an encumbrance against the Property.

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

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(c) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3. PURCHASE PRICE AND ENVIRONMENTAL ESCROW.

3.1 Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the Purchase Price, which will be paid by the Developer to the City at the Closing. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

3.2 Escrow. At the Closing, the Developer will deposit Fifty-Five Thousand Dollars ($55,000.00) (such amount, the "Escrow Funds") in a joint order escrow account ("Escrow Account") pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit C ("Escrow Agreement") for the remediation costs. The City will approve disbursements to the Developer of Escrow Funds for Approved Project Costs (as identified in the Escrow Agreement), and the Developer will be entitled to draw from the Escrow Account for Approved Project Costs in accordance with the application and approval procedures set forth in the Escrow Agreement. Any funds remaining (including interest, if any) in the Escrow Account after (i) the Developer completes the Remediation Work and is reimbursed from the Escrow Account for Approved Project Costs in accordance with this Section 3.2, or (ii) the Developer fails to complete the Remediation Work in accordance with this Agreement (each of (i) and (ii), an "Escrow Termination Condition"), will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the Escrow Account to the City following the occurrence of either Escrow Termination Condition. The Developer will be responsible for all remediation costs in excess of the Escrow Funds, and the City will have no further obligation with respect thereto.

SECTION 4. EARNEST MONEY.

The Developer has submitted, and the City has received, the deposit amount of Ten Thousand Dollars ($10,000.00) ("Earnest Money"). The City will pay no interest to the Developer on the Earnest Money.

SECTION 5. CLOSING.

The transfer of the Property to the Developer (the "Closing," which occurs on the "Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the Closing occur (i) until and unless each of the conditions precedent set forth in Section 10 are satisfied, unless DPD, in its sole discretion, waives one or more of such conditions; and (ii) any later than one hundred eighty (180) days after passage and approval of the Project Ordinance (the "Outside Closing Date"); provided, however, DPD, in its sole discretion, may extend the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, an ALTA statement, and all necessary state, county and municipal real estate transfer tax declarations.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(a) the standard exceptions in an ALTA title insurance policy;

(b) general real estate taxes and any special assessments or other taxes;

(c) all easements, encroachments, covenants and restrictions of record and not shown of record;

(d) such other title defects as may exist; and

(e) any and all exceptions caused by the acts of the Developer, its Affiliates or their Agents.

6.2 Recording. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed in a form acceptable to the City to be held in trust by the City. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the Property and all improvements thereon in the City in accordance with Section 19 hereof.

SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than ten (10) Business Days before the Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or file a tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither Party shall have any further right, duty or obligation

hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Developer shall obtain a survey of the Property acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, at the Developer's sole cost and expense and deliver a copy of the survey to the City not less than ten (10) Business Days before the Closing.

SECTION 8. PLANS AND SPECIFICATIONS; GOVERNMENTAL APPROVALS.

8.1 Plans and Specifications. The Developer has delivered a site plan and elevations for the Project to DPD (the "Scope Drawings") and DPD has approved the same. A copy of the Scope Drawings is attached hereto as Exhibit B. No material deviation from the Scope Drawings may be made without the prior written approval of DPD. The Final Plans for the Project shall conform to the approved Scope Drawings and all applicable Laws.

8.2 Governmental Approvals. The Developer shall apply for and obtain all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project prior to the Closing, unless DPD, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project.

SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The Developer has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction of the Project in the amount of $305,440.00. The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than ten (10) Business Days prior to the Closing Date, the Developer shall submit to DPD for approval a final budget for the Project (the "Budget") and proof reasonably acceptable to the City that the Developer has equity and/or Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least ten (10) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Simultaneous Loan Closing. The Developer has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On the Closing Date, the Developer shall simultaneously close all

Lender Financing approved pursuant to Section 9 and be in a position to immediately commence construction of the Project.

10.3 Final Plans. The Developer has submitted to DPD and 2FM, and DPD and 2FM have approved, the Final Plans for the Project in accordance with the provisions of Section 8.1 and Section 22.3 (which requires the Final Plans to be consistent with the abatement plan for the renovation of the Building).

10.4 Disposal and Recycling Plan. The Developer has submitted to 2FM, and 2FM has approved, a disposal/recycling plan for handling the hazardous building materials and PCB-containing equipment in the Building.

10.5 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct and operate the Project and has submitted evidence thereof to DPD, including, without limitation, the building permit and an ordinance rezoning the Property from B1-1 to RS-1.

10.6 Title. On the Closing Date, the Developer shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access and survey.

10.7 Survey. The Developer has furnished the City with a copy of the Survey.

10.8 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies from the Closing Date through the date the City issues the Certificate of Completion.

10.9 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.10 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 19 below, if applicable.

10.11 Updated Phase I ESA and Reliance Letter. The Developer has submitted to DPD, and DPD has approved, a Phase I ESA (or update to a Phase I ESA) of the Property dated no more than 180 days prior to the Closing Date and a reliance letter authorizing the City to rely upon and use the Phase I ESA and any addendums and updates thereto and any other assessments of the Property.

10.12 Notification to the Cook County Assessor of Change in Use and Ownership. On the Closing Date, the Developer shall submit to the Title Company, for delivery to the Cook County Assessor, a letter notifying the Assessor pursuant to 35 ILCS 200/15-20 that there has been a change in use and ownership of the Property. The Developer shall pay the cost of sending the notification to the Assessor via certified mail, return receipt requested.

10.13 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

10.14 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement, including the applicable requirements of Section 23.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon prior written notice to the Developer of at least thirty (30) days, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and 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.

11.2 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.3 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any authorized representative of the City shall have access to the relevant portions of the Project and the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

11.4 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color

scheme, painting, nature, type, content and design of all barricades. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.5 Survival. The provisions of this Section 11 shall survive the Closing.

SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than 30 days after the Closing, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than eighteen (18) months after the Closing; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.

14.1 Upon satisfaction of the requirements set forth in this Section 14 for the Project, and upon the Developer's written request, DPD shall issue to the Developer a certificate of completion for the Project ("Certificate of Completion") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. The Developer's written request shall include a copy of the recorded Final Comprehensive Residential NFR Letter for the Property pursuant to Section 22 hereof.

14.2 Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer from its obligation to comply with any on-going covenants as referenced in Section 19.

14.3 The Reconveyance Deed shall be returned to the Developer after the issuance of the Certificate of Completion.

SECTION 15. RESTRICTIONS ON USE.

The Developer, for itself and its successors and assigns, covenants and agrees as follows:

15.1 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole and absolute discretion: (a) directly or indirectly sell, transfer, convey, or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity that is not an Affiliate of the Developer; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

SECTION 17. MORTGAGES AND OTHER LIENS.

17.1 Limitation upon Encumbrance of Property. Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10.3. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to the issuance of the Certificate of

Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17.1 (Limitation Upon Encumbrance of Property), and Section 22.5 (Environmental Release), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its respective successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

SECTION	COVENANT	TERMINATION
§13	Completion of Project	Upon issuance of Certificate of Completion
§15.1	Non-Discrimination	No limitation as to time
§16	Sale/Transfer Prohibition	Upon issuance of Certificate of Completion
§17	Limitation on Encumbrances	Upon issuance of Certificate of Completion
§22.5	Environmental Release	No limitation as to time

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any grant agreement or other agreement between the City and the Developer;

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the

Property or the Project, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against the Developer or the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving 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 which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(h) the dissolution of the Developer.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default, provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

19.4 Default Prior to Issuance of Certificate of Completion. If an Event of Default occurs prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the Property in the City pursuant to the Reconveyance Deed; provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and the Developer shall cause the release

of all unpermitted liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City.

19.5 Resale of the Property. Upon the reconveyance of the Property to the City as provided in Section 19.4, the City may complete the Project at its own cost (if the Project has not been completed) or convey the Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD (if the Project has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 19.5, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) the dollar amount by which the City wrote-down the value of the Property when the City conveyed the Property to the Developer, if any; and

(b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and

(c) all costs to remediate the Property; and

(d) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and

(e) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(f) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(g) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No

agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed upon, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent in connection with this Agreement; (d) the failure of the Developer to redress any misrepresentation or omission in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. ENVIRONMENTAL MATTERS.

22.1 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES IN DECIDING WHETHER TO ACQUIRE THE PROPERTY, AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED, AND THE DEVELOPER AGREES TO ACCEPT THE PROPERTY, IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (OR ANY IMPROVEMENTS THEREON), ITS COMPLIANCE WITH ANY LAWS, OR THE SUITABILITY OR MERCHANTABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ANY INVESTIGATION AND REMEDIATION WORK NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Remediation. The Developer has obtained a Phase I ESA of the Property dated _____, and a follow-up Phase II ESA dated _____. The Phase II ESA disclosed the presence of contamination exceeding residential remediation objectives as set forth in 35 Ill. Adm. Code Part 742, and the Developer has agreed to enroll the Property (or the applicable portion thereof) in the SRP and take all necessary and proper steps to obtain written approval from the IEPA of a Remedial Action Plan ("RAP Approval Letter"). The Developer

acknowledges and agrees that it may not commence construction on the Property until the IEPA issues the RAP Approval Letter for the Property. Upon receipt of the RAP Approval Letter, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. 2FM shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and any other investigative and cleanup costs associated with the Property, including, but not limited to, the removal of pre-existing building foundations, demolition debris, and soil or soil gas not meeting the requirements of 35 Ill. Adm. Code 742.305. In addition, the Developer shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 Ill. Adm. Code Part 734. The Developer shall promptly transmit to 2FM copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not issue a Certificate of Completion of the Project, and the Developer may not request a certificate of occupancy from the Department of Buildings, until the IEPA has issued, 2FM has approved (which approval will not be unreasonably withheld), and the Developer has recorded a Final Comprehensive Residential NFR Letter for the Property with the Cook County Clerk's Office. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months after the submission of the Remedial Action Completion Report to the IEPA, unless the City agreed to extend such time period, then the City shall have the right to record a notice of default of this RDA against the Property.

22.3 Hazardous Building Material Survey. The Developer shall perform a Hazardous Building Material Survey and submit a report documenting the results of the survey to 2FM prior to performing any renovation, demolition, or abatement work on the Building. As used herein, a "Hazardous Building Material Survey" means a survey that identifies the presence and location of hazardous materials in a building including (but not limited to) asbestos, lead-based paint, polychlorinated biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (such as mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition. The Hazardous Building Material Survey must document the type, location, quantity, and condition of each hazardous material that is identified. The Developer shall submit an abatement plan to 2FM for its review and approval and shall incorporate the abatement requirements into the Final Plans. The Developer shall thereafter abate any hazardous materials in or on the Building that may be impacted by renovation or demolition activities, or are in poor or unstable condition, in accordance with the approved plans. Prior to occupancy of the Building, the Developer shall submit a report documenting the completion of the abatement work to 2FM for its review and approval. If the abatement work is not deemed sufficient by 2FM, the Developer shall continue the work until approved.

22.4 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby

releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using, or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the Developer nor any 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, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, 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) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) All certifications and statements contained in the Economic Disclosure Statements submitted to the City by the Developer are true, accurate and complete.

(b) The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, do not and will not violate any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(c) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer know of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(d) The Developer is now and for the term of this Agreement shall remain solvent and able to pay its debts as they mature.

(e) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

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

(g) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(h) The Developer has performed a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement.

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

(j) Neither the Developer or any Affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the date hereof and shall survive and be in effect until the issuance of the Certificate of Completion.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Planning & Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Developer:	Matthew Skowronski and Kathryn McIlvain 3136 S. Lowe Avenue, Unit 1F Chicago, IL 60616.
With a copy to:	NO ATTORNEY LISTED

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any

covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;
(B) joint credit account;
(C) a joint checking account;

(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

SECTION 28. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

SECTION 29. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 30. 2014 CITY HIRING PLAN.

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by the OIG.

SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

SECTION 32. MISCELLANEOUS.

The following general provisions govern this Agreement:

32.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

32.2 Cumulative Remedies. The remedies of any Party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such Party or hereafter existing at law or in equity, unless specifically so provided herein.

32.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

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

32.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior

agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.

32.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.7 Force Majeure. None of the City, the Developer, nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

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

32.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32.10 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

32.11 Joint and Several Obligations. If signed by more than one person or entity as "Developer," this Agreement shall be the joint and several obligation of each such signatory.

32.12 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.13 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.14 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.15 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.16 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the Parties.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By:_____
Ciere Boatright
Commissioner
Department of Planning and Development

By:_____
Matthew Skowronski

By:_____
Kathryn McIlvain

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kathryn McIlvain, an individual personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of_____, 2025.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Matthew Skowronski, an individual personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that she signed and delivered the foregoing instrument as her free and voluntary act for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of_____, 2025.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ciere Boatright, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("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, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City as her 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 notarial seal this ____ day of _____, 2025.

_____
NOTARY PUBLIC

[(Sub)Exhibit "B" referred to in this Agreement for the Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub)Exhibit "A" referred to in this Agreement for the Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on page 24457 of this *Journal*.]

(Sub)Exhibit "C" referred to in this Agreement for the Sale and Redevelopment of Land reads as follows:

(Sub)Exhibit "C".
(To Agreement For Sale And Redevelopment Of Land)

Joint Order Escrow Agreement.

Escrow Number _____ Date: _____, 2025

To: _____ [Name of Title Company] ("Escrowee")
_____
_____
Chicago, Illinois 606__

Parties: (a) Matthew Skowronski and Kathryn McIlvain (together, "Developer");

(b) City of Chicago, an Illinois municipal corporation ("City"); and

1. The City hereby deposits $_____ (the "Escrow Funds") with Escrowee for use solely to reimburse the Developer for the costs shown on Schedule 4 attached hereto, otherwise known as the "Approved Project Costs," relating to Developer's performance of the "Remediation Work," as such terms are defined in that certain Agreement for the Sale and Redevelopment of Land dated as of even date herewith between the City and the Developer (the "RDA"). The Remediation Work will be performed on the Property legally described in Schedule 1 attached hereto.

2. Escrowee shall disburse the Escrow Funds only upon the written joint order of (1) _____, in her/his capacity as the _____ of the Developer, or her/his duly authorized designee, (2) the Commissioner or Managing Deputy Commissioner or Deputy Commissioner of the Department of Planning and Development. The joint order must be substantially in the form of Schedule 2 attached hereto, and shall be accompanied by a written statement from _____, the Developer's general contractor or environmental remediation contractor, in substantially the form of Schedule 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within thirty (30) days of the Developer incurring the expense for Approved Project Costs).

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is hereby expressly authorized to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may at any time become a party, Escrowee shall have a lien on the Escrow Funds for

any and all costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for on account thereof out of said Escrow Funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

4. Except as set forth in Paragraph 10 hereof, in no case shall Escrow Funds be surrendered except on a joint order signed by the Developer and the City or their respective legal representatives or successors or as directed pursuant to Paragraph 2 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefor, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorneys' fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and direct that all sums due to Escrowee pursuant to this Agreement be deducted from the Escrow Funds. The undersigned hereby grant Escrowee a lien against the Escrow Funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement the terms of the RDA. It is not intended to cancel, supersede or modify such terms. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. The Developer and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the Escrow Funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the Escrow Funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Escrow Funds or any part thereof.

8. The fee for establishing the escrow is $_____, payable by the Developer at the time the Escrow Funds are deposited. An annual fee of $_____ will be payable by the Developer for each year (or part thereof) the escrow account remains open (with any part of the deposit not disbursed) after the anniversary of the date first set forth above. Wire transfer or overnight delivery fees will be assessed at the rate of $_____ each. All fees relating to this escrow account shall be billable to and payable solely by the Developer. Funds from the escrow account may not be used to pay any such fees, including fees for check payments after the first ten (10) such payments. The Escrowee shall disburse all funds in the escrow account to the City if the Developer fails to timely pay Escrowee such fees.

9. Escrowee may resign as escrow agent by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to the Developer and the City care of their designated representatives and at the addresses set forth below, and thereafter Escrowee shall deliver all remaining Escrow Funds to a successor escrow agent named by the Developer and the City in a joint written and signed order. If the Developer and the City do not agree on a successor escrow agent, then Escrowee shall deliver all remaining Escrow Funds to the City.

10. This Agreement shall terminate ten (10) days following the earlier of: (i) the date on which the Developer completes the Remediation Work in accordance with the terms of the RDA, as evidenced by the Developer's recording of the Final Comprehensive Residential NFR Letter, or (ii) two (2) years from the date of execution of this Agreement as such date may be extended in writing by the City. All funds, including accumulated interest on the Escrow Funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the Escrowee to disburse the funds in the escrow account to the City.

11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, or overnight courier:

City:

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

with copies to:

City of Chicago
Department of Fleet and Facility Management
2 North La Salle Street, Room 600
Chicago, Illinois 60602
Attention: Commissioner

City of Chicago
Department of Law
121 North La Salle Street, Suite 600
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division

Developer:

Matthew Skowronski and Kathryn McIlvain
3136 South Lowe Avenue Unit 1F
Chicago, Illinois 60616
Attention: _____

with a copy to:

_____
_____
_____

Escrowee:

_____
_____
_____
Chicago, Illinois 606__
Attention: _____

City of Chicago

By: _____
Matthew Skowronski

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

By: _____
Kathryn McIlvain

Escrowee:

By: _____

Name: _____

Its: _____

[Schedule 1 referred to in this Form of Joint Order Escrow Agreement constitutes Exhibit "A" to ordinance and printed on page 24457 of this *Journal*.]

Schedules 2, 3 and 4 referred to in this Joint Order Escrow Agreement read as follows:

Schedule 2.
(To Joint Order Escrow Agreement)

Disbursement Direction.

We, Matthew Skowronski and Kathryn McIlvain (together, "Developer"), hereby direct _____, Escrowee, under its Escrow Number _____ to pay to _____ the sum of $_____ from the cash Deposit held in said Escrow.

Dated: _____

_____

By: Matthew Skowronski

_____

By: Kathryn McIlvain

I, _____, the _____ [Commissioner/Deputy Commissioner] of the City of Chicago Department of Fleet and Facility Management, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: _____

City of Chicago, acting by and through its Department of Fleet and Facility Management

By: _____

Name: _____

Its: _____

I, _____, the _____ of _____ [Lender], hereby direct _____, Escrowee, under its Escrow Number _____ to pay to _____ the sum of $_____ from the cash Deposit held in said Escrow.

Dated: _____

_____ [Lender]

By: _____

Name: _____

Its: _____

Schedule 3.
(To Joint Order Escrow Agreement)

The undersigned has served as the general contractor or remediation contractor to Matthew Skowronski and Kathryn McIlvain (together, "Developer") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Developer for "Approved Project Costs" incurred by the Developer for the "Remediation Work", as defined in, and determined and governed by, that certain Agreement for the Sale and Redevelopment of Land dated as of _____, between the City and the Developer. The undersigned has obtained and has included with this certification lien waivers for all the work for which reimbursement is sought.

Dated: _____

_____
[General Contractor or Remediation Contractor]

By: _____

Print Name: _____

Title: _____

Schedule 4.
(To Joint Order Escrow Agreement)

Approved Project Costs.

The funds in the Joint Order Escrow Account will be used solely to reimburse the Developer for environmental costs incurred by the Developer in the performance of City-approved Remediation Work, subject to below noted conditions:

1. Proposed itemized remedial costs must be provided to the City prior to closing for approval by the Department of Fleet and Facility Management (2FM). Closing is contingent upon approval of costs by 2FM.

2. Unless otherwise approved by the 2FM, all project scopes related to cost reimbursement requests must be included in an 2FM and Illinois Environmental Protection Agency (IEPA) approved Remedial Action Plan to meet the requirements of the Site Remediation Program (SRP), 35 Illinois Administrative Code (IAC) 740 or a Corrective Action Plan to meet Leaking Underground Storage Tank requirements 35 IAC 734. Additionally, only the following aspects of such pre-approved project scopes will be applicable for reimbursement:

    a. Excavation, transportation and disposal to remove "source material" pursuant to 35 IAC 742.305.

    b. Excavation, transportation and disposal for underground storage tank removal.

    c. Installation of vapor barriers.

    d. Installation of soil barriers to meet 35 IAC 742.1105 or otherwise IEPA approved modified soil barrier that may include the use of geotextiles.

    e. Excavation, transportation and disposal of soil (or other damaged or unsuitable surface covers) to facilitate installation of an appropriate engineered barrier, unless otherwise approved by 2FM.

    f. Incremental costs for any development-related soil waste "construction spoils" that require offsite disposal to a Subtitle D landfill as a result of onsite contamination:

        i. The Incremental Cost is defined as the difference between tipping and transportation fees for clean construction or demolition debris fees (based on representative costs identified by 2FM) and tipping and transportation fees for the Subtitle D landfill at which the contaminated Construction Spoils are disposed of, and

ii. "Construction spoils" shall be defined as any soil that requires removal in order to execute the City-approved construction plan for the project.

g. Environmental consultant and or professional labor as it relates to environmental remedial actions, unless otherwise approved by 2FM.

h. SRP and/or LUST fees.

3. Costs and fees that are exempt from reimbursement include:

a) Markup fees.

b) Excavation and transportation costs for Construction Spoils.

c) Construction costs to execute City-approved construction plan, including but not limited to building foundations (even if it serves as an engineered barrier), footers, utility trenches, installation of landscaped areas, recreational playgrounds et cetera.

d) Demolition of structures.

4. Invoices submitted to 2FM for reimbursement must be provided with a cover sheet that itemizes each cost. All costs that are approved by 2FM under Item 1, above, must include the following details and backup at a minimum; 2FM reserves the right to request additional backup information or details to support submitted expenses:

a) Summary table presenting total cost by task for which reimbursement is being sought. Exempt costs and fees as discussed in Item 3, above, should be clearly identified; and shall be subtracted from the total request for reimbursement.

b) Unit costs and quantity by project task for all expenses incurred on project including:

i. Hourly billing rates and hours for the prime environmental consultant and any environmental subcontractors.

ii. Tonnage and unit price per ton for disposal and backfill invoices.

iii. Other costs units of equipment or disposables.

c) Receipts of paid invoices of "actual incurred project costs" by task and in a chronological order. Exempt costs and fees (defined in Item 3, above) should be clearly marked in these receipts.

d) Backup narrative clearly identifying page number in PDF backup documents that identifies requirements as defined in (iii).

SALE OF CITY-OWNED PARCELS OF PROPERTY AT 1135 -- 1325 W. 119TH ST. TO WEST PULLMAN DEVELOPMENT PARTNERS LLC, OWNER OF CONTIGUOUS PARCEL, SUBJECT TO REMEDIATION, REDEVELOPMENT AGREEMENT, CONSTRUCTION AND OPERATION OF LIGHT INDUSTRIAL FACILITY WITH PARKING AND LOADING DOCK APPURTENANCES.

[O2025-0014973]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025, and to which was referred an ordinance from the Department of Planning and Development for the sale of three vacant City-owned parcels at 1135 -- 1325 West 119th Street to West Pullman Development Partners LLC, owner of a contiguous parcel, subject to remediation, redevelopment agreement, construction and operation of 413,400 square foot light industrial facility with parking and loading dock appurtenances (21st Ward) (O2025-0014973), having had the same under advisement, begs leave to 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the three vacant parcels of land located at 1135 -- 1325 West 119th Street, Chicago, Illinois 60643, as legally described on Exhibit A attached hereto (the "City Property"); and

WHEREAS, The City Property consists of approximately 224,100 square feet and is located in the West Pullman Community Area; and

WHEREAS, The Developer is the owner of certain property contiguous to the City Property that is located at 1021 West 119th Street and at 11930 South Racine Avenue, Chicago, Illinois (Permanent Index Numbers: 25-29-200-004-0000, 25-29-200-005-0000 and 25-29-101-014-0000) (the "Developer Parcel," and together with the City Property, the "Property"); and

WHEREAS, The Developer desires to purchase the City Property and to construct on the Property an approximately 413,400 square feet speculative light industrial facility, which includes approximately 173 surface parking spaces, 119 loading stalls, 97 loading docks and two (2) at-grade loading doors (the "Project"); and

WHEREAS, The Property is located in the 119th Street/I-57 Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on November 6, 2002 and amended on May 29, 2015 and revised on September 2, 2015; and

WHEREAS, The Project is consistent with the redevelopment plan and project for the Redevelopment Area; and

WHEREAS, The City Property has an appraised value as of October 23, 2024 of $560,250; and

WHEREAS, Owing to the environmental contamination of the City Property, the Developer has offered to purchase the City Property for One Dollar and no/100 ($1.00) (the "Purchase Price"); and

WHEREAS, The City has agreed to sell the City Property to the Developer for the Purchase Price in consideration of the Developer's obligations to remediate the Property and construct and operate the Project; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder, a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials for listings of City-owned properties for sale, including the City Property, was published in the *Chicago Tribune* weekly, commencing on October 2, 2024 and ending on December 30, 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 expressly adopted as the legislative findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the Property to the Developer or a Developer Entity (as defined below) for the Purchase Price. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer or the Developer Entity substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the Commissioner, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement, including but not limited to indemnification, releases, affidavits and other documents to remove exceptions from title.

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, one or more quitclaim deed(s) conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, or to an entity which is comprised of the same principal parties (each, a "Developer Entity"), subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby superseded to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

Legal Description Of City Property.

(Subject To Final Commitment And Survey)

Legal Description.

The north 25 feet of Block 3 and 4 in first addition to West Pullman, a subdivision of the northeast quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also the north 25 feet of vacated Aberdeen Street lying south of the south line of West 119th Street and between Blocks 3 and 4 in first addition to West Pullman described aforesaid; also the north 25 feet of vacated Racine Avenue lying south of the south line of West 119th Street and falling in the west 33 feet of the northeast quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; also the north 25 feet of vacated Morgan Street lying south of the south line of West 119th Street and falling in the east 33 feet of the west half of the northeast quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1135 -- 1325 West 119th Street
Chicago, Illinois 60643.

Tax Number (For Informational Purposes Only):

25-29-200-001-0000.

Legal Description.

The south 55 feet of the north 88 feet of the west 469 feet together with the south 55 feet of the north 88 feet of the east 412.61 feet all in the east half of the northwest quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1135 -- 1325 West 119th Street
Chicago, Illinois 60643.

Tax Number (For Informational Purposes Only):

25-29-101-025-0000 (portion).

Legal Description.

That part of the east half of the northwest quarter lying north of the north line of 120th Street (except the west 403 feet) and (except the north 88 feet) and (except that part lying easterly and southeasterly of the following described line: beginning at a point on the north line of 120th Street 139.5 feet west of the east line of the northwest quarter thence north parallel to the east line of said northwest quarter a distance of 269.37 feet thence northeasterly along a curve convex northeasterly having a radius of 402.77 feet a distance of 200 feet to a point 60 feet southwesterly of (as measured along said right-of way line) the intersection of said right-of-way line with said east line of the northwest quarter of Section 29, said point being 443.37 feet north of said north line of 120th Street and 44.07 feet west of said east line of the northwest quarter of Section 29; thence southeasterly on a straight line a distance of 55.88 feet to a point on said east line of the northwest quarter) and (except a triangular-shaped parcel of land in the north half of the northeast quarter of the northwest quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, said parcel of land being described as follows: beginning at a point on the east line of the northwest quarter of Section 29, said point being 484.27 feet north of the north line of West 120th Street, and being also the intersection of said east line of the northwest quarter with the southeasterly line of the right-of-way of the Chicago, West Pullman and Southern Railroad Company as conveyed by deed recorded March 23, 1900 as Document Number 2939266; and running then southwesterly along said right-of-way line, being a curved line convexed northwesterly and having a radius of 402.77 feet, a distance of 60 feet; thence southeasterly on a straight line, a distance of 55.88 feet to a point on said east line of the northwest quarter, said point being 75 feet south of said intersection of said east line with said southeasterly right-of-way line; thence north along said east line of the northwest) and (except that part lying easterly of the proposed easterly line of South Ada Street and easterly and northerly of proposed 120th Street per Ordinance 29-34-99-2394 and lying westerly of a line 412.61 feet west of the east line of the northwest quarter) of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1135 -- 1325 West 119th Street
Chicago, Illinois 60643.

Tax Number (For Informational Purposes Only):

25-29-101-027-0000 (portion).

Exhibit "B".

Agreement For The Sale And Redevelopment Of Land.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of _____, 20__ (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation (the "City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and West Pullman Development Partners, LLC, an Illinois limited liability company (the "Developer"), whose business address 77 W. Washington Street, Suite 405, Chicago, Illinois 60602.

RECITALS

WHEREAS, the City is the owner of the three vacant parcels of land located at 1135-1325 West 119th Street, Chicago, Illinois 60643, as legally described on Exhibit A attached hereto (the "City Property"); and

WHEREAS, the City Property consists of approximately 224,100 sq. ft. and is located in the West Pullman Community Area; and

WHEREAS, the Developer is the owner of certain property contiguous to the City Property that is located at 1021 W. 119th Street and at 11930 S. Racine Avenue, Chicago, Illinois, and which is legally described on Exhibit B attached hereto (the "Developer Parcel", and together with the City Property, the "Property"); and

WHEREAS, the Developer desires to purchase the City Property and to construct on the Property speculative light industrial facility containing up to 413,400 square feet, which includes approximately 173 surface parking spaces, 119 loading stalls, 97 loading docks and two (2) at-grade loading doors (the "Project"); and

WHEREAS, the Property is located in the 119th Street / I-57 Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on November 6, 2002, and amended on May 29, 2015, and revised on September 2, 2015; and

WHEREAS, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

WHEREAS, the City Property has an appraised value as of October 23, 2024, of $560,250; and

WHEREAS, owing to the environmental contamination of the City Property, the Developer has offered to purchase the City Property for One Dollar ($1.00) (the "Purchase Price"); and

WHEREAS, the City has agreed to sell the City Property to the Developer for the Purchase Price in consideration of the Developer's obligations to remediate the Property and construct and operate the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, as security for the Developer's completion of construction of the Project and compliance with the restrictions set forth herein, the Developer has agreed to execute a reconveyance deed for the City Property in a form reasonably acceptable to the Corporation Counsel attached hereto and incorporated herein as Exhibit C (the "Reconveyance Deed"); and

WHEREAS, the City Council, pursuant to an ordinance adopted on _____, 20__ (the "Project Ordinance Date"), and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the City Property to the Developer, subject to the execution, delivery and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"2014 City Hiring Plan" is defined in Section 30.1.

"2FM" means the Department of Fleet and Facility Management.

"Actual Residents of the City" means persons domiciled within the City, as set forth in more detail in Section 23.2(c) hereof.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer, or its contractors or Affiliates.

"Agreement" means this Agreement as it may be amended in accordance with the terms hereof.

"Approved Project Costs" means the costs set forth in Schedule 4 of the Escrow Agreement attached hereto as Exhibit D.

"Architect" means Ware Malcomb.

"Budget" is defined in Section 9.

"Bundle" is defined in Section 27.7(a).

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Certificate of Completion" is defined in Section 14.1.

"City" is defined in the preamble to the recitals.

"City Contract" is defined in Section 24.1(j).

"City Council" means the City Council of the City of Chicago as defined in the recitals.

"City Property" is defined in the recitals.

"Claims" means liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Closing" is defined in Section 5.

"Closing Date" is defined in Section 5.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Construction Program" is defined in Section 23.3(a).

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

"Contractors" is defined in Section 27.1.

"Contribution" is defined in Section 27.7(c).

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

"Deed" is defined in Section 6.1.

"Developer" is defined in the recitals.

"Developer Parcel" is defined in the recitals.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's Affiliates.

"Domestic partners" is defined in Section 27.7(d).

"DPD" is defined in the preamble to the recitals.

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

"Effective Date" is defined in the preamble to the recitals.

"Employer(s)" is defined in Section 23.1.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

"Environmental Laws" means any federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago; the Municipal Code; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project and unencumbered by any other obligation.

"Event of Default" means any event or occurrence as defined in Section 19.2.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"General Contractor" means ARCO/Murray, or any subsequent general contractor working on the Project.

"Governmental Approvals" is defined in Section 8.2.

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

"Human Rights Ordinance" is defined in Section 23.1(a).

"Identified Parties" is defined in Section 27.1.

"IEPA" means the Illinois Environmental Protection Agency.

"Indemnitee" and "Indemnitees" have the respective meanings set forth in Section 21.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

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

"MBE/WBE Program" is defined in Section 23.3(a).

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"NFR" means a final comprehensive industrial/commercial "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and

operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The NFR shall state that the Property meets remediation objectives for industrial/commercial properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742 but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"OIG" is defined in Section 30.4.

"Other Contract" is defined in Section 27.7(b).

"Other Regulated Material" shall mean any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, or (b) is a hazard to the environment or to the health or safety of persons.

"Outside Closing Date" is defined in Section 5.

"Owners" is defined in Section 27.1.

"Party(ies)" means the City or the Developer, or both the City and Developer, as applicable.

"Phase I ESA" means a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-21 (as most recently updated at the time of assessment).

"Phase II ESA" means a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19 (as most recently updated at the time of assessment).

"Political fundraising committee" is defined in Section 27.7(e).

"Project" is defined in the recitals.

"Project Ordinance" is defined in the recitals.

"Project Ordinance Date" is defined in the recitals.

"Proof of Financing" is defined in Section 9.

"Property" is defined in the recitals.

"Purchase Price" is defined in the recitals.

"RACR" is defined in Section 22.3.

"RAP" means the Remedial Action Plan required by the IEPA in order to receive the NFR.

"RAP Approval Letter" is defined in Section 22.3.

"RECs" is defined in Section 22.3.

"Reconveyance Deed" is defined in the recitals.

"Redevelopment Area" is defined in the recitals.

"Redevelopment Plan" is defined in the recitals.

"Released Claims" is defined in Section 22.4.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain the NFR for the Property, or any portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, or the applicable portion thereof, issued by IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Scope Drawings" means the preliminary construction documents for the Project, including a site plan, landscape plan, floor plan and exterior elevation drawings, as such plans and drawings may be amended, revised or supplemented from time to time with the prior written approval of DPD.

"SRP" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to Section 22.

"Sub-owners" is defined in Section 27.1.

"Survey" means a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date, reasonably acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or Lender(s) providing Lender Financing.

"Title Commitment" is defined in Section 7.1.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, noting the recording of this Agreement and a subordination agreement

with respect to any Lender Financing for the Project, in substantially the form attached hereto as Exhibit E, as encumbrances against the Property (the "Subordination Agreement").

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

"Waste Sections" is defined in Section 29.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3. PURCHASE PRICE.

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Property, for the Purchase Price, which will be paid by the Developer to the City at the Closing. Except as specifically provided herein to the contrary, the Developer shall pay title insurance fees and closing costs.

SECTION 4. [INTENTIONALLY OMITTED.]

SECTION 5. CLOSING.

The transfer of the City Property to the Developer (the "Closing," which occurs on the "Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the Closing occur (i) until and unless each of the conditions precedent set forth in Section 10 are satisfied, unless DPD, in its sole discretion, waives one or more of such conditions; and (ii) any later than one hundred eighty (180) days following the Project Ordinance Date (the "Outside Closing Date"); provided, however, DPD, in its sole discretion, may extend the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, an ALTA statement, and all necessary state, county and municipal real estate transfer tax declarations.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the City Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(a) the Redevelopment Plan for the Redevelopment Area;

(b) the standard exceptions in an ALTA title insurance policy;

(c) general real estate taxes and any special assessments or other taxes;

(d) all easements, encroachments, covenants and restrictions of record and not shown of record;

(e) such other title defects as may exist; and

(f) any and all exceptions caused by the acts of the Developer, its Affiliates or their Agents.

6.2 Recording. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Property to the Developer, including a Subordination Agreement with Lenders, if any. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver the Reconveyance Deed for the City to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the City Property and all improvements thereon in the City in accordance with Section 19 hereof.

SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than ten (10) Business Days before the Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the City Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation, and later date fees), and obtaining the Title Policy and any endorsements.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the City Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the City Property remains subject to any tax liens, or if the City Property is encumbered with any other exceptions that would adversely affect the use and insurability of the City Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Property

subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City on or prior to the Closing Date, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Developer shall obtain a Survey at the Developer's sole cost and expense and deliver a copy of the Survey to the City and the Title Company not less than ten (10) Business Days before the Closing.

SECTION 8. PLANS AND SPECIFICATIONS; GOVERNMENTAL APPROVALS.

8.1 Plans and Specifications. The Developer has delivered the Scope Drawings for the Project to DPD and DPD has approved the same. A list of the Scope Drawings is attached hereto as Exhibit F. No material deviation from the Scope Drawings may be made without the prior written approval of DPD. Not less than ten (10) Business Days prior to applying for its first building permit, the Developer shall submit to DPD for approval the Final Plans for the Project, which shall conform to the approved Scope Drawings and all applicable Laws.

8.2 Governmental Approvals. The Developer shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project within thirty (30) days after the Project Ordinance Date, unless DPD, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project.

SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The Developer has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction of the Project in the amount of approximately $43,300,000 (the "Preliminary Budget"). To Developer's knowledge, the Preliminary Budget is true, correct and complete in all material respects. Not less than ten (10) Business Days prior to the commencement of construction of the Project, the Developer shall submit to DPD a final budget for the Project (the "Final Budget") and proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing "). The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the City Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least ten (10) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DPD, and DPD has approved, the Preliminary Budget in accordance with the provisions of Section 9 hereof. Notwithstanding such

approval, DPD acknowledges that the Developer may not have a RAP Approval Letter on the Closing Date and the Final Budget may include additional allowances for Remediation.

10.2 Governmental Approvals. The Developer has applied for all Governmental Approvals necessary to construct and operate the Project and has submitted evidence thereof to DPD, including, without limitation, the building permit and Chicago Zoning Board of Appeal's approval of a special use permit for non-required accessory parking if the Developer chooses to seek such approval.

10.3 Title. On the Closing Date, the Developer shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access, and survey.

10.4 Survey. The Developer has furnished the City with a copy of the Survey.

10.5 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion.

10.6 Due Diligence. The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments, or filings, as reasonably determined by the Corporation Counsel:

(a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
(b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
(c) Federal Tax Lien Search, Illinois Secretary of State;
(d) UCC Search, Illinois Secretary of State;
(e) UCC Search, Cook County Recorder;
(f) Federal Tax Lien Search, Cook County Recorder;
(g) State Tax Lien Search, Cook County Recorder;
(h) Memoranda of Judgments Search, Cook County; and
(i) Pending Suits and Judgments, Circuit Court of Cook County.

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving such corporation, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

10.7 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of its operating agreement, as certified by the manager of the limited liability company; resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date;

and such other corporate authority and organizational documents as the City may reasonably request.

10.8 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.9 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's General Contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the Developer's compliance plan in accordance with Section 23.4.

10.10 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the City Property to the City for possible recording in accordance with Section 19 below.

10.11 Phase I ESA Update; Reliance Letter. The Developer has submitted to DPD, and DPD has approved, a Phase I ESA (or update to a Phase I ESA) of the Property dated no more than 180 days prior to the Closing Date and a reliance letter authorizing the City to reply upon and use all Phase I and Phase II ESAs of the Property and any addendums and updates thereto.

10.12 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct and shall survive Closing.

10.13 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement, including the applicable requirements of Section 23.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon prior written notice to the Developer of at least ten (10) Business Days, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said ten (10) Business Day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Sustainable Features. The Project must comply with landscape and stormwater ordinance requirements.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and 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.

11.3 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by the terms set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) of this Agreement. The Developer shall deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

11.4 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.5 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any authorized representative of the City shall have access to the relevant portions of the Project and the Property at all reasonable times and upon at least three (3) Business Days' prior written notice to the Developer for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

11.6 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance reasonably satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the reasonable right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.7 Survival. The provisions of this Section 11 shall survive the Closing.

SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later twelve (12) months after the later of (1) Closing, or (2) Developer's receipt of the RAP Approval Letter, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than thirty-six (36) months after the commencement of construction; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates; and further provided that the completion date will be extended on a day-for-day basis for each day of delay caused by Force Majeure. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with this Agreement, the Final Plans, the Final Budget, and all applicable Laws and covenants and restrictions of record.

SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.

14.1 Upon satisfaction of the requirements set forth in this Section 14 for the Project, and upon the Developer's written request, DPD shall issue to the Developer a certificate of completion for the Project ("Certificate of Completion") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. The Developer's written request shall include:

(a) a copy of the closed building permit;

(b) a copy of the City's required Landscape Inspection Approval Form provided by DPD;

(c) a copy of the close-out letter from DPD verifying that the Developer is in full compliance with all City requirements set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment); and

(d) a copy of the recorded NFR for the Property pursuant to Section 23 hereof, if applicable.

14.2 Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole but reasonable opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of the City's satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer from its obligation to comply with any on-going covenants as referenced in Section 18.

14.3 The Reconveyance Deed shall be returned to the Developer after the issuance of the Certificate of Completion.

SECTION 15. RESTRICTIONS ON USE.

The Developer, for itself and its successors and assigns, covenants and agrees as follows:

15.1 Compliance with Redevelopment Plan. The Developer shall use the Property in compliance with the Redevelopment Plan.

15.2 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole but reasonable discretion: (a) directly or indirectly sell, transfer, convey, or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity that is not an Affiliate of the Developer; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. Notwithstanding the foregoing, as the Developer will need to raise approximately 40% of the Approved Project Costs in equity and will need to admit each equity investor as a member of the Developer entity, the Developer may transfer membership interests in the Developer entity to such equity investors without the City's approval, provided that the Developer's manager is Leon I. Walker or an entity for which Leon I. Walker is the manager, and further provided that the equity investors are neither prohibited from doing business with the City nor owe outstanding debt or fines to the City. Upon transfer of membership interests in the Developer entity to equity investors, the Developer will provide written notice to the City of the names and addresses of such equity investors. Other than the foregoing, as the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole but reasonable discretion.

SECTION 17. MORTGAGES AND OTHER LIENS.

17.1 Limitation upon Encumbrance of Property. Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole but reasonable discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project. The Developer shall provide to the Corporation Counsel a subordination

agreement in a form reasonably acceptable to the City, to be executed and recorded concurrently with the Developer's closing on any Lender Financing, subordinating any liens against the City Property related to any Lender Financing.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10.10. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17.1 (Limitation Upon Encumbrance of Property), and Section 22.4 (Environmental Release), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its respective successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

SECTION	COVENANT	TERMINATION
§13	Completion of Project	Upon issuance of Certificate of Completion
§15.1	Redevelopment Plan Compliance	Upon expiration of Redevelopment Plan
§15.2	Non-Discrimination	No limitation as to time
§16	Sale/Transfer Prohibition	Upon issuance of Certificate of Completion
§17	Limitation on Encumbrances	Upon issuance of Certificate of Completion
§22.4	Environmental Release	No limitation as to time

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

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

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property or the Project, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against the Developer or the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving 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 which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

(h) the dissolution of the Developer.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after receipt of written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default, provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property) if the City is legally prohibited from doing business with the Developer as a result of such Event of Default.

19.4 Default Prior to Issuance of Certificate of Completion and Reconveyance. If an Event of Default occurs prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the City Property in the City pursuant to the Reconveyance Deed; provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the City Property was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the City Property during the period of time the City Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the City Property to the City.

19.5 Resale of the City Property. Upon the reconveyance of the City Property to the City as provided in Section 19.4, the City may convey the City Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) may, if possible, assume the obligation of completing that portion of the Project located on the City Property, or such other improvements as shall be reasonably satisfactory to DPD (if the Project has not been completed or cannot be built on the City Property given the necessity of building on the Developer Parcel as well), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells the City Property as provided for in Section 19.5, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) the dollar amount by which the City wrote-down the value of the City Property when the City conveyed the City Property to the Developer, if any; and

(b) costs and expenses incurred by the City (excluding salaries and benefits of the City's personnel) in connection with the recapture, management and resale of the City Property (less any income derived by the City from the City Property in connection with such management); and

(c) all costs to remediate the City Property; and

(d) all unpaid taxes, assessments, and water and sewer charges assessed against the City Property; and

(e) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(f) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(g) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the City Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed upon, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent in connection with this Agreement; (d) the failure of the Developer to redress any misrepresentation or omission in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. ENVIRONMENTAL MATTERS.

22.1 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE CITY PROPERTY AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS AND RISKS OF THE CITY PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE CITY PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES IN DECIDING WHETHER TO ACQUIRE THE CITY PROPERTY, AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY PROPERTY IS BEING CONVEYED, AND THE DEVELOPER AGREES TO ACCEPT THE CITY PROPERTY, IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED,

OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY PROPERTY (OR ANY IMPROVEMENTS THEREON), ITS COMPLIANCE WITH ANY LAWS, OR THE SUITABILITY OR MERCHANTABILITY OF THE CITY PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ANY INVESTIGATION AND REMEDIATION WORK NECESSARY TO PUT THE CITY PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Investigation. The City shall grant the Developer the right, at its sole cost and expense, and in the City's customary form and subject to the City's receipt from the Developer of all required documentation (e.g., evidence of insurance), to enter the City Property to perform any surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Property; provided, however, that the City shall have the right to review and approve the scope of work for any environmental testing. If the Developer determines that it is not satisfied, in its sole and absolute discretion, with the condition of the City Property, it may terminate this Agreement by written notice to the City delivered any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided herein, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the Property.

22.3 Environmental Remediation. The Developer has obtained a Phase I ESA of the Property dated June 7, 2023. The Phase I ESA identified a number of Recognized Environmental Conditions ("RECs"), as follows:

(a) Contamination is known to be present on the Property. Therefore, the Developer shall enroll the Property in the IEPA's Site Remediation Program (the "SRP") in order to obtain the NFR for the Property. The Developer acknowledges and agrees that it may not commence construction on the Property or commence any other activity on the Property that could interfere with the prompt start and completion of the RAP until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property.

Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to promptly complete all Remediation Work necessary to obtain the NFR for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the NFR, and the costs of any other investigative and cleanup associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that it will not request a certificate of occupancy for the Project from the Department of Buildings (DOB) until the IEPA has issued the NFR (to the extent required), the City has approved it (such approval not to be unreasonably withheld, conditioned, or delayed), and the Developer has recorded it with the Cook County Clerk's Office. If the Developer fails to obtain the NFR within one (1) year of the submission of the Remedial Action Completion Report ("RACR") to the IEPA,

(b) The Developer acknowledges that, except in the case of information specifically designated by the Developer to be treated confidentially as a trade secret or secret process, the City may make publicly available (i) environmental assessments, (ii) hazardous material building surveys, (iii) IEPA site remediation program submittals, or (iv) similar environmental documents relating to the Property, and the Developer consents to the City's publication of those documents.

(c) The Developer must abide by the terms and conditions of the NFR and must inform any subsequent owner and tenants of the Property to abide by the terms of the NFR.

(d) The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. 2FM shall have the right to review and approve the sufficiency of the Phase I and Phase II ESAs (if needed). The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

(e) The Developer shall remove any soil or soil gas not meeting the requirements of 35 IAC Section 742.305. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734.

22.4 Release and Indemnification. The Developer, on behalf of itself and the Developer Parties, hereby releases, relinquishes and forever discharges the Indemnitees from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the City Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances (ii) the structural, physical or environmental condition of the City Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the City Property or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource Losses arising under CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision in connection or associated with the City Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnitees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 shall run with the City Property, and shall be binding upon all successors and assigns of the Developer with respect to the City Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the City Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the City Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the City Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims.

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the Developer nor any 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, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

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

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including,

without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, 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) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (**at least 50%**; provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City.

(c) "Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) to 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 Developer or the Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 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 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget 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 and/or the other Employers or employees to prosecution.

(j) 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.

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

23.3 Developer's 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 construction of the Project:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal

Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least **26%** of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least **6%** of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

(i) 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" or a "construction contract" as such terms are defined in Sections 2-92-420 and 2-92-670 of the Municipal Code, as applicable.

(ii) The term "minority-owned business" or "MBE" 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.

(iii) The term "women-owned business" or "WBE" 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.

(c) Consistent with Sections 2-92-440 and 2-92-720 of the Municipal Code, 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 the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor); by subcontracting or causing the General Contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of 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 Section 23.3. In accordance with Section 2-92-730 of the Municipal Code, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

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

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if the disqualified party misrepresented such status, 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 Sections 2-92-540 and 2-92-730 of the Municipal Code, as applicable.

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730 of the Municipal Code, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than ten (10) Business Days prior to the Closing Date, the Developer and the Developer's General Contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements (if applicable); (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements (if any). Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default and upon receipt of the City's notice of default, the Developer will have the cure period provided in Section 19.3 hereof. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the General Contractor (if applicable), or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) The Developer is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. The Developer is authorized to do business in the State of Illinois. The Developer has the full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay its debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

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

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(i) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any

City Contract with the Developer in violation of Chapter 2-156-120 of the Municipal Code of the City.

(j) Neither the Developer nor any Affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until the issuance of the Certificate of Completion.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) email, provided that there is written confirmation of such communication; (c) overnight courier, posted prepaid for next business day delivery; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Planning & Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner Email: _____ And Email: _____
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division Email: _____
If to the Developer:	West Pullman Development Partners, LLC 77 W. Washington St., Suite 405 Chicago, Illinois 60602 Email: lwalker@dl3realty.com
With a copy to:	Elizabeth D. Santis Elizabeth D. Santis, P.C.

917 W. Washington Blvd., Suite 133
Chicago, IL 60607
Email: elizabeth@santislawfirm.com

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by email, respectively, provided that such email transmission is confirmed as having occurred at or prior to 5:00 p.m. on a Business Day. If such transmission occurred after 5:00 p.m. on a Business Day or on a non-Business Day, it shall be deemed to have been given on the next Business Day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the Business Day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received five (5) Business Days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030(b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030(b) has occurred with respect to this Agreement, or the transactions contemplated hereby.

SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes an Event of Default under this Agreement, and a breach under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;
(B) joint credit account;
(C) a joint checking account;
(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

SECTION 28. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

SECTION 29. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This Section 29 does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with

these terms and conditions may be used by the City as grounds for the termination of this Agreement and may further affect the Developer's eligibility for future contract awards.

SECTION 30. 2014 CITY HIRING PLAN.

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that the City's policies prohibit the City's employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by the City's employees. Any and all personnel hired by the Developer for the Project under this Agreement are employees or subcontractors of the Developer, not employees of the City. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel hired by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel hired for the Project, or offer employment to any individual to provide services for the Project, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event any employee or official of the City communicates with the Developer in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by the OIG.

SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

SECTION 32. MISCELLANEOUS.

The following general provisions govern this Agreement:

32.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

32.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

32.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

32.4 Disclaimer. Neither the terms of this Agreement, nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

32.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

32.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.7 Force Majeure. None of the City, the Developer, nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material, shipping delays, delays related to tariffs and other trade sanctions imposed on materials suppliers, shortage of labor, strikes, lockout, and other labor actions, pandemics or other federal health emergencies, and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within thirty (30) days after the beginning of any such delay.

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

32.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32.10 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.13 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.14 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.15 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

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

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

CITY OF CHICAGO, an Illinois municipal corporation

By:_____
Ciere Boatright
Commissioner
Department of Planning and Development

WEST PULLMAN DEVELOPMENT PARTNERS, LLC, an Illinois limited liability company

By:_____
Leon I. Walker
Its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leon I. Walker, the manager of West Pullman Development Partners, LLC, an Illinois limited liability company (the "Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that such individual signed and delivered the foregoing instrument pursuant to authority given by the Developer, as such individual's free and voluntary act and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 20__.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ciere Boatright, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("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, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City as her 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 notarial seal this _____ day of _____, 20__.

_____
NOTARY PUBLIC

[(Sub)Exhibit "F" referred to in this Agreement for the Sale and Redevelopment of Land unavailable at time of printing.]

[(Sub) Exhibit "A" referred to in this Agreement for the Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance and printed on pages 24496 and 24497 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Agreement for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "B".
(To Agreement For The Sale And Redevelopment Of Land)

Legal Description Of The Developer Parcel.

Legal Description.

To come.

Addresses:

1021 West 119th Street
Chicago, Illinois 60643.

11930 South Racine Avenue
Chicago, Illinois 60643.

Property Index Numbers:

25-29-200-004-0000;

25-29-200-005-0000; and

25-29-101-014-0000.

(Sub)Exhibit "C".
(To Agreement For The Sale And Redevelopment Of Land)

Reconveyance Deed.

WEST PULLMAN DEVELOPMENT PARTNERS, LLC, an Illinois limited liability company ("Grantor"), whose principal place of business is located at 77 W. Washington Street, Suite 405, Chicago, Illinois 60602, for and in consideration of the sum of ONE DOLLAR ($1.00), the receipt of which is hereby acknowledged, conveys and warrants to the City of Chicago (the "City"), a municipal corporation in the County of Cook and State of Illinois, having its principal office at 121 North LaSalle Street, Chicago, Illinois 60602, the real estate situated in the County of Cook, in the State of Illinois, and described in **Exhibit 1** attached hereto (the "Property").

Grantor acknowledges that it has executed and delivered this Reconveyance – Special Warranty Deed ("Deed") pursuant to the terms and conditions of that certain "Agreement for the Sale and Redevelopment of Land" (the "RDA"), dated as of _____, 2025, and recorded on _____, 2025, with the Office of the Clerk of Cook County, Illinois, Recordings Division, as document number _____.

TO HAVE AND TO HOLD the premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the City and unto the City's successor and assigns forever, Grantor hereby covenanting that the premises are free and clear from any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to said premises unto the said City and unto City's successors and assigns forever, against the lawful claims and demands of all persons claiming by, under or through Grantor.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the City, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same, by, through or under it, it WILL WARRANT AND DEFEND, subject to: See **Exhibit 2** attached hereto and made a part hereof.

Dated this ____ day of _____, 2025.

WEST PULLMAN DEVELOPMENT PARTNERS, LLC,
an Illinois limited liability company

By:_____
Leon I. Walker
Its Manager

THIS TRANSFER IS EXEMPT UNDER THE PROVISIONS OF THE REAL ESTATE TRANSFER TAX ACT, 35 ILCS 200/31-45(b) AND -45(e); AND SECTION 3-33-060B AND -060E OF THE MUNICIPAL CODE OF CHICAGO.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Leon I. Walker, the manager of West Pullman Development Partners, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said [corporation / company], as her/his free and voluntary act and as the free and voluntary act and deed of said [corporation / company], for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2025.

_____
NOTARY PUBLIC

[(Sub)Exhibit 1 referred to in this Reconveyance Deed constitutes Exhibit "A" to ordinance and printed on pages 24496 and 24497of this *Journal.*]

(Sub)Exhibit 2 referred to in this Reconveyance Deed reads as follows:

(Sub)Exhibit 2.
(To Reconveyance Deed)

Permitted Title Exceptions.

General real estate taxes and any special assessments or other taxes that accrue on and after the date on which this Deed is recorded.

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 _____, 2025 Signature _____
Grantor or Agent

Subscribed and sworn to before me
this ___ day of _____, 2025.

_____
Notary Public

The grantee or his 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.

City of Chicago,
By one of its attorneys:

Dated _____, 2025 Signature _____
Arthur Dolinsky,
Senior Counsel

Subscribed and sworn to before me
this ___ day of _____, 2025

_____
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 "D".
(To Agreement For The Sale And Redevelopment Of Land)

Approved Project Costs.

To come.

(Sub)Exhibit "E".
(To Agreement For The Sale And Redevelopment Of Land)

Redevelopment Subordination Agreement.

This Redevelopment Subordination Agreement ("Agreement") is executed and delivered as of _____, 2025, by [LENDER], a _____ [Insert type of entity and state of formation] ("Lender"), in favor of the City of Chicago, an Illinois municipal corporation (the "City").

Witnesseth:

Whereas, West Pullman Development Partners LLC, an Illinois limited liability company (the "Developer") and the City, acting by and through its Department of Planning and Development, have entered into that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 2025, and recorded with the Office of the Clerk of Cook County, Illinois, Recordings Division, on _____, 2025, as Document Number _____ ("Redevelopment Agreement"), pursuant to which the City has agreed to sell and the Developer has agreed to purchase the real property legally described on Exhibit "X" attached hereto (the "Property"); and

Whereas, Pursuant to the terms of the Redevelopment Agreement, the Developer has agreed to construct on the City Property an approximately 413,400 square foot speculative light industrial facility, which includes approximately 173 surface parking spaces, 119 loading stalls, 97 loading docks and two (2) at-grade loading doors (the "Project"); and

Whereas, As part of obtaining financing for the Project, the Developer and the Lender have entered into that certain Loan Agreement dated as of _____, 2025 (the "Loan Agreement"), pursuant to which the Lender has agreed to provide a loan in the principal amount of up to _____ Dollars ($_____) (the "Loan"), which Loan is evidenced by a Promissory Note (the "Note") in said amount to be executed and delivered by the Developer to the Lender, and the repayment of the Loan is secured by certain liens and encumbrances on the City Property pursuant to the Loan Agreement including the construction mortgage, personal property security agreement, assignment of leases and rentals and financing statement ("Mortgage") dated as of _____ executed by Developer for the benefit of Lender (all such agreements being referred to herein collectively as the "Loan Documents"); and

Whereas, Pursuant to the Redevelopment Agreement, the Developer has agreed to be bound by certain covenants expressly running with the City Property, as set forth in Sections 13, 15.1, 15.2, 16, 17 and 22.4 of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The Redevelopment Agreement requires that the Lender agree to subordinate its liens under the Loan Documents to the City Encumbrances;

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender hereby agrees as follows:

1. Subordination. The liens of the Lender in the City Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. Nothing herein, however, shall be deemed to limit any of the Lender's other rights or other priorities under the Loan Documents, including, without limitation, the Lender's rights to receive, and the Developer's obligation to make, payments and prepayments of principal and interest on the Note or to exercise the Lender's rights and remedies pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City (a) copies of any notices of default which it may give to the Developer with respect to the Project pursuant to the Loan Documents; and (b) copies of waivers, if any, of the Developer's default in connection therewith. Neither the Developer nor any other third party is an intended beneficiary of this Section 2. Failure of the Lender to deliver such notices or waivers shall in no instance alter the rights or remedies of the Lender under the Loan Documents.

3. Waivers. No waiver shall be deemed to be made by the City of any of its rights hereunder unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the parties as set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If To The City:

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

with a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division

If To The Lender: _____
_____
_____
Attention: _____

Any notice given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice given pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

In Witness Whereof, Lender has executed this Redevelopment Subordination Agreement as of the date first written above.

_____
[Lender]

By: _____

Name: _____

Its: _____

State of Illinois)
) SS.
County of Cook)

I, _____, a notary public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, a(n) _____ [insert type of entity and state of formation], personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 2025.

_____
Notary Public

[(Sub)Exhibit "X" referred to in this Redevelopment Subordination Agreement constitutes Exhibit "A" to ordinance and printed on pages 24496 and 24497 of this *Journal*.]

ACQUISITION OF PROPERTIES AT VARIOUS LOCATIONS REGARDING REQUEST TO GRANT ACQUISITION AUTHORITY AS PART OF LONG TERM PLANNING EFFORTS.

[O2025-0015406]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened on February 18, 2025 and to which was referred an ordinance from the Department of Planning and Development for the acquisition of properties at various locations regarding request to grant acquisition authority as part of long term planning efforts (O2025-0015406), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Suzie B. Wilson and her sister, Swedlana Dass, together with more than two dozen companies tied to Wilson and Dass (collectively, the "Debtors") own approximately 770 lots on the South and West sides of Chicago (the "Debtor Lots"), which they acquired through Cook County's tax and scavenger sales and then neglected for years; and

WHEREAS, The City has filed multiple lawsuits against the Debtors to collect more than $15 Million in unpaid tickets associated with the Debtor Lots for garbage, rats, weeds, illegal dumping and other health and safety code violations; and

WHEREAS, In response to the City's lawsuits, the Debtors filed for bankruptcy in the United States Bankruptcy Court for the Northern District of Illinois; and

WHEREAS, As part of the bankruptcy case, the Debtors are auctioning the Debtor Lots through a competitive bidding process; and

WHEREAS, The Bankruptcy Court has set a deadline for bids of March 7, 2025 and an auction date, if necessary, of March 19, 2025; and

WHEREAS, The highest bidder for a property must place a ten percent (10%) deposit on the bid on March 7, 2025; and

WHEREAS, All sales must close within 14 days from Bankruptcy Court approval; and

WHEREAS, The purchase prices for the Debtor Lots will be paid to the bankruptcy estate of the Debtors and distributed to the creditors of the estate, including the City, as ordered by the Bankruptcy Court; and

WHEREAS, The Department of Planning and Development ("Department") has reviewed the list of Debtor Lots and identified three (3) properties that satisfy one or more of the following conditions (the "Strategic Properties"):

-- The property is adjacent to City-owned land and would be part of a larger assemblage for development;

-- The property has been identified in a planning study for acquisition and redevelopment;

-- The property is adjacent to major existing or planned infrastructure improvements; and

WHEREAS, The Department has determined that acquisition of the Strategic Properties will contribute to the revitalization of areas of the City that have suffered a long history of disinvestment; and

WHEREAS, The Department intends to submit bids for the three Strategic Properties in an amount not to exceed Four Hundred Thousand and 00/100 Dollars ($400,000.00) (the "Combined Purchase Price"); and

WHEREAS, The Combined Purchase Price for the Strategic Properties shall be paid from previously appropriated funds in the Department's planning implementation budget; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City acquire the Strategic Properties to implement its long-term planning objectives.

SECTION 3. The City's purchase of the Strategic Properties for the Combined Purchase Price, plus closing and auction costs and other amounts due and payable under the Asset Purchase Agreement (as hereafter defined), together with the City's performance of its other obligations and indemnity undertakings under the Asset Purchase Agreement, are hereby approved.

SECTION 4. The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to submit bids for the Strategic Properties and execute any required agreements or other forms in connection with the bids (collectively, the "Asset Purchase Agreement"), and to execute such other documents and take such other actions as may be necessary or appropriate to consummate the City's purchase of the Strategic Properties and to accept deeds to the Strategic Properties, with such changes, deletions, insertions, terms and provisions, including indemnification, as the Commissioner deems appropriate.

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 effective upon its passage and approval.

ACQUISITION OF VARIOUS PROPERTIES FOR ENGLEWOOD NATURE TRAIL PROJECT.

[O2025-0014899]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025 and reconvened February 18, 2025 and to which was referred an ordinance introduced by the Department of Planning and Development for the acquisition of various properties for the Englewood Nature Trail project (16th Ward) (O2025-0014899), having 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule municipality under Article VII, Section 6(a) of the Illinois Constitution of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, On August 15, 2024, the Chicago Plan Commission adopted the Englewood Agro-Eco District Land Use Plan establishing proposed land uses and redevelopment goals and objectives for the Englewood Nature Trail and Agro-Eco District (the "Plan") which include, among other things, using ecological, environmental and sustainable best practices for new construction and the rehabilitation of buildings and their landscapes, with design contributing to the vibrancy, aesthetics and character of the neighborhood; and

WHEREAS, On September 19, 2024, the Chicago Plan Commission adopted a resolution that recommended the acquisition of the parcels of property listed on the attached Exhibit A (the "Acquisition Parcels"), in order to achieve the goals and objectives of the Plan (the "Project"); and

WHEREAS, The Department of Fleet and Facility Maintenance has identified approximately $8,800,000 in appropriated funds to remediate properties within the area covered by the Plan, including the area of the Acquisition Parcels; and

WHEREAS, Following completion of the acquisition and environmental remediation of the Acquisition Parcels, it is the intention of the Department Planning and Development ("DPD") to request proposals for development in accordance with the Plan and Project and in accordance with authority granted by the City Council; and

WHEREAS, The City has determined that the acquisition of the Acquisition Parcels is useful, desirable and necessary for municipal purposes and the public welfare; and

WHEREAS, The City desires to establish a project schedule that will utilize quick-take procedures in order to implement the Project in a timely manner; and

WHEREAS, In 735 ILCS 30/25-7-103.12, the Illinois General Assembly has authorized home rule municipalities to use quick-take procedures in eminent domain proceedings under home rule powers pursued for the same purposes as those set forth in Divisions 74.2 and 74.3 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-74.2 and 74.3), said purposes being the redevelopment of commercial or business areas to eradicate, eliminate and/or reduce commercial blight and similar conditions; and

WHEREAS, The City Council hereby finds that the Project will further and assist in the eradication, elimination or reduction of commercial blight or conservation areas containing buildings and structures that are detrimental to the health, safety and welfare of the occupants and the welfare of the urban community, consistent with Division 74.2 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The City Council hereby finds that the Project will further and assist in the development, improvement, maintenance and redevelopment of business districts, thereby increasing employment and economic growth, consistent with Division 74.3 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The City under its home rule power finds that it is useful, desirable and necessary to use quick-take to acquire the Acquisition Parcels for these same purposes; 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. It is hereby determined and declared that it is useful, desirable and necessary that the City acquire the Acquisition Parcels for public purposes, including implementing the Project and fulfilling the goals and objectives of the Plan.

SECTION 3. The Project Schedule, including the acquisition of the Acquisition Parcels or portions thereof, as set forth in Exhibit B which is attached and incorporated, is hereby adopted by the City Council.

SECTION 4. The Commissioner of DPD ("Commissioner") is authorized to negotiate with the owners of the Acquisition Parcels for the purchase of the Acquisition Parcels or portions thereof. If the Commissioner is able to agree with any owner of an Acquisition Parcel upon the price to be paid for such Acquisition Parcels, or a portion thereof, the Commissioner is authorized, subject to the approval of the Corporation Counsel as to form and legality, to purchase the such Acquisition Parcel, or a portion thereof, in the name of and on behalf of the City of Chicago for the agreed price, with such purchase price to be paid out of any legally available funds of the City, including, without limitation, the proceeds of any grants or other funds received by the City.

SECTION 5. If the Commissioner is unable to agree with an owner(s) of an Acquisition Parcel on the purchase price, or if an owner is unable or unwilling to provide good title, or if an owner cannot be located, then the Commissioner shall report such facts to the Corporation Counsel who is hereby authorized to institute and prosecute condemnation proceedings, including "quick-take" proceedings, on behalf of the City for the purpose of acquiring fee simple title or other property interest(s) in such Acquisition Parcel, or portions thereof, under the City's power of eminent domain.

SECTION 6. The Commissioner, is authorized to: (1) execute such documents and agreements as may be necessary and appropriate to implement the intent and provisions of this ordinance; (2) amend, modify, or change the Project Schedule adopted in Section 3 above; and (3) determine whether the acquisition of the Acquisition Parcels, or a portion thereof, or less than a fee simple title is necessary or appropriate to implement the Project, all subject to the approval of the Corporation Counsel.

SECTION 7. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or enforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 8. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed or amended to the extent of such conflict.

SECTION 9. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Acquisition Parcels.

PIN	Address	Current Use
20-17-128-016	1338 West 59th Street	Vacant lot
20-17-128-018	1334 West 59th Street	Commercial building
20-17-130-020	5837 South Throop Street	Vacant lot
20-17-130-023	5843 South Throop Street	Vacant lot
20-17-130-025	5832 South Elizabeth Street	Vacant lot
20-17-130-026	5838 South Elizabeth Street	Vacant lot
20-17-130-027	5844 South Elizabeth Street	Vacant lot

Exhibit "B".

Schedule For Project.

1. Acquire all property interests for the Project, including fee simple interests, permanent easements and temporary easements, in those portions of the Acquisition Parcels designated on the plats on or before December 31, 2025.

2. Complete environmental assessments and determine necessary or appropriate environmental remediation on or before September 30, 2026.

3. Complete environmental remediation on or before December 31, 2027.

4. Complete community engagement process on or before June 30, 2027.

5. Request for proposals on or before December 31, 2027.

PEDESTRIAN ACCESS EASEMENT AGREEMENT ON CITY PROPERTY AT 6025 S. RHODES AVE.

[O2025-0014901]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025, and reconvened February 18, 2025, and to which was referred an ordinance introduced by the Department of Planning and Development for the pedestrian access easement agreement on City property at 6025 South Rhodes Avenue (20th Ward) (O2025-0014901), 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the property located at 6021 South Rhodes Avenue, Chicago, Illinois, 60637, as legally described on Exhibit A attached hereto (the "City Property"); and

WHEREAS, Margaret S. Rainey ("Homeowner") is the owner of the property located at 6025 South Rhodes Avenue, as legally described on Exhibit A attached hereto (the "Residential Property"), which lies north of and adjoins the City Property; and

WHEREAS, The Residential Property is improved with a single-family home (the "Home"), which sits at the rear of the Residential Property on the alley between South Rhodes Avenue to the west and South Lawrence Avenue to the east (the "Alley"); and

WHEREAS, The front of the Home and its large front yard face west toward South Rhodes Avenue, and the back of the Home faces east toward the Alley; and

WHEREAS, On the north and south, the Home is built from lot line to lot line; and

WHEREAS, The private property to the south of the Home is fenced and the City Property to the north of the Home is vacant and unfenced; and

WHEREAS, There is no way for the Homeowner to get from the front yard on the west side of the Home to the alley on the east side of the Home without either going through the Home or crossing the City Property; and

WHEREAS, The Homeowner wishes to obtain an easement (the "Easement") over, upon and across a certain portion of the City Property consisting of approximately five feet in width by 30 feet in length (150 square feet), as depicted on Exhibit B attached hereto (the "Easement Area"), for the purpose of accessing the Alley from the Residential Property without going through the Home; and

WHEREAS, The Easement will terminate upon the demolition or reconstruction of the Home; and

WHEREAS, The City, through its Department of Planning and Development (the "Department"), which manages the City's vacant land inventory, has agreed to grant the Easement to the Homeowner for $1,500.00 and no/100 (the "Purchase Price"), which is the value established by CBRE based on a market valuation dated November 11, 2024; 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 is authorized to grant the Easement to the Homeowner for the Purchase Price.

SECTION 3. The Commissioner of the Department, 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 an easement agreement with the Homeowner (the "Pedestrian Access Easement Agreement") with such terms and provisions as the Commissioner or the Commissioner's designee deems appropriate, including indemnification by the City. The Commissioner, or the Commissioner's designee, is further authorized to negotiate, execute and deliver such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Pedestrian Access Easement Agreement, 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 to the City 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 or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

[Exhibit "B" referred to in this ordinance printed on page 24553 of this *Journal*.]

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

Exhibit "A".

Legal Description Of City Property:

The south 5 feet of Lot 6 and the north 22 ½ feet of Lot 7 in subdivision of the west half of Lot 12 in Mahers Subdivision of the southeast quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6021 South Rhodes Avenue
Chicago, Illinois 60637.

Property Index Number:

20-15-404-008-0000.

Legal Description Of Residential Property:

Lot 8 and the south 2½ feet of Lot 7 in subdivision of the west half of Lot 12 in Mahers Subdivision of the southeast quarter of Section 15, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6025 South Rhodes Avenue
Chicago, Illinois 60637.

Property Index Number:

20-15-404-009-0000.

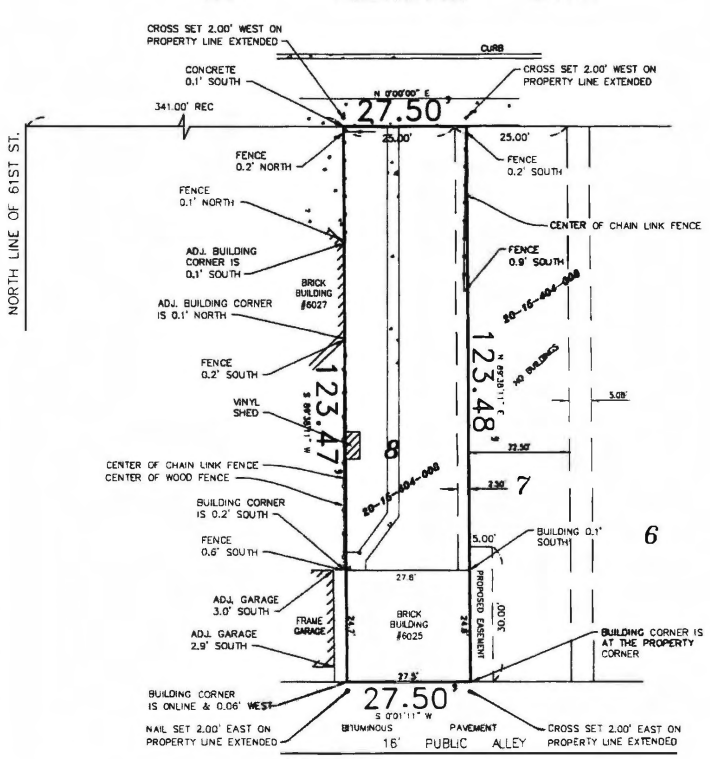
Exhibit "B".

Depiction Of Easement.

PLAT OF SURVEY

LOT 8 AND THE SOUTH 2 1/2 FEET OF LOT 7 IN THE SUBDIVISION OF WEST 1/2 OF LOT 12, IN MAHER'S SUBDIVISION OF SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION FOR PROPOSED EASEMENT: THE SOUTH 5 FEET OF THE EAST 30 FEET OF THE NORTH 22.50 FEET OF LOT 7 IN THE SUBDIVISION OF WEST 1/2 OF LOT 12, IN MAHER'S SUBDIVISION OF SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



NOTES:

1. SUBJECT PROPERTY AREA: 3,395 SQ FT MORE OR LESS.
2. BEARINGS SHOWN HEREON ARE ON AN ASSUMED BASIS WITH THE EAST LINE OF RHODES AVENUE ASSUMING TO BE DUE NORTH AND SOUTH.
3. NO LEGAL DESCRIPTION FOR SUBJECT PROPERTY WAS SUPPLIED FOR USE IN THE PREPARATION OF THIS PLAT. LEGAL DESCRIPTION AND PLAT SHOWN HEREON BASED ON PIN NUMBER 20-15-404-009 WAS RESEARCHED AT THE COOK COUNTY RECORDER'S OFFICE WEBSITE AND PARTIAL PRIOR PLAT OF SURVEY SUPPLIED.
4. PROPOSED LEGAL DESCRIPTION OF PROPOSED INGRESS AND EGRESS EASEMENT WAS BASED ON INFORMATION SUPPLIED BY CLIENT AS OF THE DATE SHOWN HEREON. THIS EASEMENT IS PROPOSED AND HAS YET TO BE APPROVED OR RECORDED. THIS WAS DONE AT THE REQUEST OF THE CLIENT.
5. PROPERTY TO NORTH PER PIN 20-15-404-008 AND PER TITLE COMMITMENT 41081110 DATED MAY 23, 2024 AS PREPARED BY GREATER ILLINOIS TITLE GUARANTY COMPANY ASND SUPPLIED FOR USE IN THE PREPARATION OF THIS PLAT RAISES A DOCUMENT 1328213019 FOR "ILLINOIS ENTERPRISE ZONE ACT". SEE DOCUMENT FOR PARTICULARS.

PREPARED FOR: MARGARET RAINEY

Urchell and Associates, Inc.
Land Surveying Services
PHONE 708.925.7155
FAX 773.298.9000
WEBSITE www.urchellandassociates.com
DESIGN FIRM REGISTRATION #184-004884

ROBERT J. URCHELL 3438 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS CHICAGO ILLINOIS

N

0 5 10 20
SCALE

FIELD WORK COMPLETED: 09/23/24

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS STANDARDS FOR A BOUNDARY SURVEY.

DATED: 10/02/24

NO IMPROVEMENTS SHOULD BE CONSTRUCTED ON THE BASIS OF THIS PLAT ALONE. FIELD MONUMENTATION OF CRITICAL POINTS SHOULD BE ESTABLISHED PRIOR TO COMMENCEMENT OF CONSTRUCTION.

FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR DEED, ABSTRACT, TITLE POLICY, CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

ROBERT J. URCHELL I.P.L.S. No. 3438
LICENSE RENEWAL DATE: NOVEMBER 30, 2024
SURVEY No. 24-09-040

FIRST AMENDMENT TO SUNSHINE GOSPEL MINISTRIES REDEVELOPMENT AGREEMENT FOR SALE OF ADDITIONAL VACANT LOTS AT 6020, 6028, 6030, 6032, 6036, 6040 AND 6046 S. CALUMET AVE. UNDER CITY LOTS FOR WORKING FAMILIES PROGRAM.

[O2025-0014975]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, February 18, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on February 11, 2025, and reconvened February 18, 2025, and to which was referred an ordinance introduced by the Department of Housing for the first amendment to Sunshine Gospel Ministries redevelopment agreement for the sale of additional vacant lots at 6020, 6028, 6030, 6032, 6036, 6040 and 6046 South Calumet Avenue under the City Lots for Working Families Program (20th Ward) (O2025-0014975), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance (the "Original Ordinance") adopted by the City Council of the City (the "City Council") on May 22, 2024 and published at pages 11864 through 11882 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") of such date, the City approved the sale of 55 vacant City-owned lots (the "Original SGM Property") to Sunshine Gospel Ministries, an Illinois not-for-profit corporation (the "Developer"), under the City Lots for Working Families Program, as modified by the Original Ordinance (the "SGM Project"); and

WHEREAS, The Developer is a member of United Power for Action and Justice, a not-for-profit, non-partisan community organization composed of 40 religious congregations, not-for-profit groups, hospitals, health centers and civic organizations from across Cook County; and

WHEREAS, The sale of City land to the Developer for the SGM Project is part of the City's commitment to sell up to 500 City lots in increments of 125 or less to members of United Power for Action and Justice; and

WHEREAS, The City is the owner of the property identified on Exhibit A attached hereto (the "Additional Property"), consisting of seven (7) vacant lots; and

WHEREAS, The Developer wishes to purchase the Additional Property from the City for One Dollar and no/100 ($1.00) per lot (the "Purchase Price") for the SGM Project; and

WHEREAS, A public notice advertising the Department's intent to enter into a negotiated sale of the Additional Property with the Developer and requesting alternative proposals appeared on the ChiBlockBuilder platform for a period of 45 days beginning on October 1, 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 Original Ordinance is hereby amended to approve the sale of the Additional Property to the Developer for the Purchase Price under the same terms and conditions as the Original SGM Property. Each of the seven (7) lots comprising the Additional Property shall be deemed a City Lot, as that term is defined in the Original Ordinance, and the table of City Lots attached as Exhibit A to the Original Ordinance shall be amended to include the Additional Property.

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, a quitclaim deed or deeds ("Deed(s)") conveying the Additional Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or which is comprised of the same principal parties.

SECTION 4. The Commissioner of the Department of Housing ("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 to the Additional Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

List Of City Lots Comprising Additional Property.

(Subject To Final Survey And Title Commitment)

Address	PIN	CBRE Valuation
6020 South Calumet Avenue	20-15-310-021-0000	$51,705
6028 South Calumet Avenue	20-15-310-023-0000	$29,415
6030 South Calumet Avenue	20-15-310-024-0000	$29,415
6032 South Calumet Avenue	20-15-310-025-0000	$29,415
6036 South Calumet Avenue	20-15-310-026-0000	$45,495
6040 South Calumet Avenue	20-15-310-027-0000	$45,315
6046 South Calumet Avenue	20-15-310-028-0000	$75,638

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 40.16(a) TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. DAMEN AVE.

[SO2025-0014868]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Matthew J. Martin (which was referred on January 15, 2025) to amend Section 4-60-022 of the Municipal Code of Chicago to disallow additional alcoholic liquor licenses on a portion of North Damen Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 10, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language below, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(40.16(a))~~ On the east side only of Damen Avenue, from Lawrence Avenue to Argyle Street.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 50.35 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. TOUHY AVE.

[O2025-0014902]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Maria E. Hadden (which was referred on January 15, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (50.35) to allow the issuance of additional alcoholic liquor licenses on a portion of West Touhy Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 10, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(50.35) On Touhy Avenue, from Western Avenue to Ridge Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 48.5 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. ARGYLE ST.

[O2025-0014785]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Leni Manaa-Hoppenworth (which was referred on January 15, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (48.5) to allow the issuance of additional package goods licenses on a portion of West Argyle Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 10, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for the sale of alcoholic liquor, for consumption on the premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(48.5) On Argyle Street, from Sheridan Road to Racine Avenue.~~

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 4-60-022 (28.62) AND 4-60-023 (28.76) TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF S. OAKLEY AVE.

[O2025-0014803]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Jason Ervin (which was referred on January 15, 2025) to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow additional alcoholic liquor licenses and package goods licenses on a portion of South Oakley Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 10, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Sections 2 and 3 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(28.62) On Oakley Avenue, from Roosevelt Road to 13th Street.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for the sale of alcoholic liquor, for consumption on the premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(28.76) On Oakley Avenue, from Roosevelt Road to 13th Street.

(Omitted text is unaffected by this ordinance.)

SECTION 4. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 4-60-022 (35.84) AND 4-60-023 (35.84) TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF N. MILWAUKEE AVE.

[O2025-0014475]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Carlos Ramirez-Rosa (which was referred on January 15, 2025) to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow additional alcoholic liquor licenses and package goods licenses on a portion of North Milwaukee Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 10, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Sections 2 and 3 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-022 (35.84), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of September 21, 2022 at page 51995, with the following underscored text:

4-60-022 (35.84) On North Milwaukee Avenue, from North Kimball Avenue to North Central Park Avenue.

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by replacing subsection 4-60-023 (35.84), which was previously deleted as shown in the *Journal of the Proceedings of the City Council of the City of Chicago* of September 21, 2022 at page 51995, with the following underscored text:

4-60-023 (35.84) On North Milwaukee Avenue, from North Kimball Avenue to North Central Park Avenue.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING ON E. 79TH ST., E. 75TH ST. AND S. EUCLID PKWY.

[O2024-0012863]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Gregory Mitchell (which was referred on

October 30, 2024) to amend Section 4-244-140 of the Municipal Code of Chicago prohibiting peddling in portions of the 7th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 10, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-244-140 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

4-244-140 Prohibited Districts.

(a) No one having a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter designated by the City Council. A description of such districts shall be kept in the Office of the City Clerk.

(Omitted text is unaffected by this ordinance.)

(34) On both sides of East 79th Street, from South South Shore Drive to South Merrill Avenue. On south side of street on East 75th Street, from South South Shore Drive to South Merrill Avenue. On north side of street to South Euclid Parkway.

(Omitted text is unaffected by this ordinance.)

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

ONE-TIME EXCEPTION TO WRIGLEY FIELD NIGHT GAME ORDINANCE TO ALLOW FOR MUSICAL PERFORMANCE ON MAY 22, 2025.

[SO2025-0014776]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Bennett R. Lawson (which was referred on January 15, 2025) to allow a one-time exception to the Chicago Cubs to hold a concert at Wrigley Field on May 22, 2025, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on February 10, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Limits are set by the Municipal Code of Chicago and an associated contract with the Chicago Cubs on when events may take place at Wrigley Field; and

WHEREAS, Concerts at Wrigley Field are enjoyed by neighbors and fans; create jobs for the community and those who work in the ballpark; assist hospitality businesses and other small businesses in the community; keep Chicago and Lakeview thriving and vibrant; and bring tremendous revenue to the City of Chicago through our amusement tax on each ticket; and

WHEREAS, The City and Cubs desire a one-time exception to the limits set by the Municipal Code to allow a concert at Wrigley Field on May 22, 2025; and

WHEREAS, The one-time scheduling allowance provided by this ordinance is specifically and explicitly for one-time only, and is of no precedential effect whatsoever; now, therefore,

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

SECTION 1. The Chicago Cubs may hold a concert at Wrigley Field on May 22, 2025 between 4:30 P.M. -- 11:00 P.M.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
(Except For Handicapped)

[SO2025-0015286]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, February 19, 2025.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

Establishment Of Disabled Permit Parking:

Ward	Location And Permit Number
1	2050 North Bingham Street -- Disabled Parking Permit Number 133956; [O2025-0014933]
1	1915 North Rockwell Street -- Disabled Parking Permit Number 135542; [O2025-0014934]
4	4800 South Park Avenue (signs to be posted at 4807 South Dorchester Avenue) -- Disabled Parking Permit Number 134077; [O2025-0014696]
4	4800 South Park Avenue (signs to be posted at 4810 South Dorchester Avenue) -- Disabled Parking Permit Number 79781; [O2025-0014697]
6	6629 South Wabash Avenue -- Disabled Parking Permit Number 134351; [O2025-0014624]
7	3034 East 79th Place -- Disabled Parking Permit Number 135155; [O2025-0014926]
9	12912 South Lowe Avenue -- Disabled Parking Permit Number 133222; [O2025-0014911]
10	9640 South Muskegon Avenue -- Disabled Parking Permit Number 133287; [O2025-0014547]
10	9734 South Escanaba Avenue -- Disabled Parking Permit Number 128881; [O2025-0014551]
10	10349 South Green Bay Avenue -- Disabled Parking Permit Number 134862; [O2025-0014555]

Ward	Location And Permit Number
10	10805 South Avenue M -- Disabled Parking Permit Number 134837; [O2025-0014556]
10	10743 South Avenue L -- Disabled Parking Permit Number 132116; [O2025-0014557]
13	6108 South Narragansett Avenue -- Disabled Parking Permit Number 135160; [O2025-0014919]
13	6358 South Komensky Avenue -- Disabled Parking Permit Number 132079; [O2025-0014920]
13	5819 South New England Avenue -- Disabled Parking Permit Number 131222; [O2025-0014921]
13	6223 South Merrimac Avenue -- Disabled Parking Permit Number 135162; [O2025-0014923]
14	5001 South Kostner Avenue (signs to be posted at 4353 West 50th Street) -- Disabled Parking Permit Number 135101; [O2025-0014914]
14	3440 West 59th Street -- Disabled Parking Permit Number 134740; [O2025-0014915]
14	4400 South Kedvale Avenue -- Disabled Parking Permit Number 134782; [O2025-0014917]
15	523 West 44th Place -- Disabled Parking Permit Number 135955; [O2025-0015074]
15	4338 South Wood Street -- Disabled Parking Permit Number 134686; [O2025-0015110]
15	4561 South Emerald Avenue -- Disabled Parking Permit Number 135268; [O2025-0015114]
15	4922 South Wood Street -- Disabled Parking Permit Number 132844; [O2025-0015118]
15	4932 South Artesian Avenue -- Disabled Parking Permit Number 134522; [O2025-0015126]

Ward	Location And Permit Number
15	5543 South Hamilton Avenue -- Disabled Parking Permit Number 135406; [O2025-0015137]
15	5628 South Oakley Avenue -- Disabled Parking Permit Number 135504; [O2025-0015138]
15	5648 South Hoyne Avenue -- Disabled Parking Permit Number 135654; [O2025-0015140]
15	6531 South Mozart Street -- Disabled Parking Permit Number 135663; [O2025-0015146]
16	6421 South Artesian Avenue -- Disabled Parking Permit Number 134885; [O2025-0014808]
16	5610 South Justine Street -- Disabled Parking Permit Number 134983; [O2025-0014811]
18	7604 South Damen Avenue -- Disabled Parking Permit Number 127563; [O2025-0014833]
20	6148 South Champlain Avenue -- Disabled Parking Permit Number 131727; [O2025-0014794]
20	6604 South Minerva Avenue -- Disabled Parking Permit Number 134218; [O2025-0014805]
20	4750 South Laflin Street -- Disabled Parking Permit Number 134382; [O2025-0014806]
20	4858 South Justine Street -- Disabled Parking Permit Number 132127; [O2025-0014807]
22	2433 South Avers Avenue -- Disabled Parking Permit Number 134346; [O2025-0014939]
22	4026 West 24th Place -- Disabled Parking Permit Number 133096; [O2025-0014940]
23	5106 South Meade Avenue -- Disabled Parking Permit Number 134249; [O2025-0014462]
23	5129 South Long Avenue -- Disabled Parking Permit Number 135076; [O2025-0014463]

Ward	Location And Permit Number
23	5135 South McVicker Avenue -- Disabled Parking Permit Number 135051; [O2025-0014695]
25	2313 South Oakley Avenue -- Disabled Parking Permit Number 135896; [O2025-0014700]
25	2244 West 23rd Place -- Disabled Parking Permit Number 133195; [O2025-0014809]
31	2322 North Knox Avenue -- Disabled Parking Permit Number 134961; [O2025-0014586]
31	4931 West Cornelia Avenue -- Disabled Parking Permit Number 134663; [O2025-0014594]
35	2986 North Ridgeway Avenue -- Disabled Parking Permit Number 134456; [O2025-0015151]
37	1104 North Latrobe Avenue -- Disabled Parking Permit Number 134968; [O2025-0014621]
39	4480 North Kasson Avenue -- Disabled Parking Permit Number 130941; [O2025-0015112]
39	4759 North Karlov Avenue -- Disabled Parking Permit Number 136061; [O2025-0015115]
39	4808 North Lowell Avenue -- Disabled Parking Permit Number 135211; [O2025-0015116]
39	4932 North Kentucky Avenue (signs to be posted at 4930 North Kentucky Avenue) -- Disabled Parking Permit Number 129913; [O2025-0015123]
39	5012 North Kimball Avenue (signs to be posted at 3405 West Carmen Avenue) -- Disabled Parking Permit Number 134330; [O2025-0015132]
39	5118 North Kimball Avenue -- Disabled Parking Permit Number 134683; [O2025-0015133]
39	5407 North Christiana Avenue (signs to be posted at 5405 North Christiana Avenue) -- Disabled Parking Permit Number 134799; [O2025-0015134]

Ward	Location And Permit Number
39	5448 North Christiana Avenue -- Disabled Parking Permit Number 135555; [O2025-0015135]
39	6224 North Leona Avenue -- Disabled Parking Permit Number 135596; [O2025-0015141]
39	6316 West Highland Avenue -- Disabled Parking Permit Number 134292; [O2025-0015143]
40	5901 North Artesian Avenue -- Disabled Parking Permit Number 131649; [O2025-0015098]
40	2711 West Balmoral Avenue -- Disabled Parking Permit Number 122451; [O2025-0015100]
40	Amend ordinance passed July 17, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 14466, which reads: "5554 North Paulina Street -- Disabled Parking Permit Number 133570" by striking: "5554 North Paulina Street" and inserting: "5550 North Paulina Street" in lieu thereof; [O2025-0015149]
41	5363 North Neva Avenue -- Disabled Parking Permit Number 136062; [O2025-0014942]
50	2532 West Birchwood Avenue -- Disabled Parking Permit Number 134731; [O2025-0014468]
50	6250 North Francisco Avenue -- Disabled Parking Permit Number 134772; [O2025-0014484]
50	6204 North Claremont Avenue (signs to be posted at 2342 West Granville Avenue) -- Disabled Parking Permit Number 133610; [O2025-0014931]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
4	Repeal Disabled Permit Parking Number 64977 at 4807 South Dorchester Avenue; [O2024-0014706]

Ward	Location And Permit Number
4	Repeal Disabled Permit Parking Number 111544 at 4810 South Dorchester Avenue; [O2024-0014707]
11	Repeal Disabled Permit Parking Number 46643 at 2818 South Emerald Avenue; [O2025-0014937]
12	Repeal Disabled Permit Parking Number 16539 at 3714 South Wood Street; [O2025-0014538]
13	Repeal Disabled Permit Parking Number 126740 at 5811 South Narragansett Avenue; [O2025-0014925]
18	Repeal Disabled Permit Parking Number 66518 at 3710 West 86th Street; [O2025-0014603]
18	Repeal Disabled Permit Parking Number 121132 at 7918 South Campbell Avenue; [O2025-0014818]
23	Repeal Disabled Permit Parking Number 67771 at 5432 South Tripp Avenue; [O2025-0014582]
31	Repeal Disabled Permit Parking Number 126833 at 3049 North Kenneth Avenue; [O2025-0014573]
31	Repeal Disabled Permit Parking Number 104330 at 4818 West School Street; [O2025-0014608]
31	Repeal Disabled Permit Parking Number 125463 at 5354 West Deming Place; [O2025-0014610]
31	Repeal Disabled Permit Parking Number 91877 at 4137 West Oakdale Avenue; [O2025-0014630]
31	Repeal Disabled Permit Parking Number 93517 at 4543 West Schubert Avenue; [O2025-0014674]

Ward	Location And Permit Number
31	Repeal Disabled Permit Parking Number 78494 at 3133 North Kilpatrick Avenue; [O2025-0014823]
39	Repeal Disabled Permit Parking Number 63729 at 4421 North Kilbourn Avenue; [O2025-0015111]
39	Repeal Disabled Permit Parking Number 126995 at 6315 North Tripp Avenue; [O2025-0015142]
40	Repeal Disabled Permit Parking Number 122995 at 4928 North Damen Avenue; [O2025-0015092]
50	Repeal Disabled Permit Parking Number 92235 at 2950 West Jarlath Street. [O2025-0014486]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF INDUSTRIAL PERMIT PARKING ZONE ON PORTION OF W. ADAMS ST.

[SO2025-0015289]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to establish an industrial permit parking zone on portion of West Adams Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Transportation is hereby authorized and directed to establish an industrial permit parking zone at the below listed location:

Ward	Location And Permit Number
27	Industrial Permit Parking Zone 77 at West Adams Street (north side only) from South Throop Street to South Loomis Street -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday.

[O2024-0014425]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.
[SO2025-0015293]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and substitute ordinance 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

Ward	Location
2	North Clark Street (east side) from West Maple Street to West Elm Street -- no parking/tow-away zone -- 12:00 A.M to 6:00 A.M. -- all days; [O2024-0012254]
2	West Schiller Street (south side) from North Clark Street to a point 100 feet east thereof -- no parking/tow-away zone -- at all times -- all days; [O2024-0013370]
27	West Hubbard Street (both sides) from North Jefferson Street to North Desplaines Street -- no parking/tow-away zone -- at all times -- all days (public benefit); [O2024-0014060]
28	South Ada Street (west side of the street) from West Arthington Street to West Taylor Street -- no parking/tow-away zone -- at all times -- all days; [O2025-0015152]
28	West Carroll Avenue (north side of the street) from North St. Louis Avenue to a point 100 feet east thereof -- no stopping/no standing/no parking/tow-away zone -- 8:00 P.M. to 6:00 A.M. -- all days; [O2025-0015153]
28	South St. Louis Avenue (east side of the street) from West Carroll Avenue to the first alley north thereof -- no stopping/no standing/no parking/tow-away zone -- 8:00 P.M. to 6:00 A.M. -- all days; [O2025-0015161]
42	Repeal commercial loading zone at 500 North LaSalle Drive; [O2024-0011072]
42	West Illinois Street (south side) from a point 125 feet west of North State Street to a point 192 feet west thereof -- no parking/tow-away zone -- at all times -- all days. [SO2024-0014283]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMENDMENT OF PARKING METERS ON PORTION OF N. PEORIA ST.

[SO2025-0015298]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to amend parking meters on portion of North Peoria Street, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. That the Comptroller of the City of Chicago is hereby directed to amend parking meters at the below listed location:

Ward	Location
27	Amend parking meters at North Peoria Street (west side) from West Lake Street to the first alley north thereof by temporarily relocating from January 15, 2025 to January 13, 2026.

[O2025-0014912]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2025-0015299]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location And Permit Number
3	Amend ordinance passed February 22, 2017, which reads: "Residential Permit Parking Zone 1584 at South Prairie Avenue (east side of the street) from East 43rd Street to East 44th Street" by striking: "East 43rd Street" and inserting: "4315 South Prairie Avenue" in lieu thereof; [O2025-0015106]
14	Amend ordinance passed May 6, 2021, *Journal of the Proceedings of the City Council of the City of Chicago*, page 30488, which reads: "Residential Permit Parking Zone 1867 at South Hamlin Avenue, from the first alley north of West 47th Street to West 47th Street -- at all times -- all days" by striking: "the first alley north of West 47th Street" in lieu thereof and inserting: "West 46th Street" and inserting: "4580 -- 4690 South Hamlin Avenue (even side only)" after West 47th Street; [O2025-0014913]

Ward	Location And Permit Number
15	Amend ordinance passed January 10, 2001, *Journal of the Proceedings of the City Council of the City of Chicago*, page 50472, which reads: "Residential Permit Parking Zone 810 at 4700 block of South Maplewood Avenue (both sides) between West 47th Street and West 48th Street (4716 -- 4753 block of South Maplewood Avenue) -- at all times" by striking: "4752" and inserting: "4759" in lieu thereof; [O2025-0014506]
17	Repeal Residential Permit Parking Zone 1614 at 1000 -- 1099 West 81st Street (both sides of the street) -- 7:00 A.M. to 7:00 P.M. -- Monday through Friday by striking the above; [O2025-0015070]
19	Amend Residential Permit Parking Zone 2438 at 2314 -- 2323 West 115th Street -- 7:00 A.M. to 7:00 P.M. -- all days by adding: "11438 South Oakley Avenue and 11500 South Oakley Avenue"; [O2025-0014938]
22	Residential Permit Parking Zone 2466 at 2610 -- 2658 and 2611 -- 2649 South Ridgeway Avenue -- at all times -- all days; [O2025-0014941]
28	Amend ordinance passed September 20, 2018, establishing Residential Permit Parking Zone 2127 by adding: "3536 -- 3598 West Monroe Street (north side of the street only) -- 8:00 P.M. to 6:00 A.M. -- all days"; [O2025-0015090]
28	Residential Permit Parking Zone 2469 at 201 -- 299 South Central Park Avenue (east side of the street) -- at all times -- all days; [Or2025-0015079]
28	Residential Permit Parking Zone 2468 at 3536 -- 3598 West Adams Street and 3535 -- 3599 West Adams Street (both sides of the street) -- at all times -- all days; [Or2025-0015082]
35	Residential Permit Parking Zone 100 at 2400 -- 2455 North St. Louis Avenue (both sides of the street) -- at all times -- all days; [O2025-0014503]

Ward	Location And Permit Number
35	Residential Permit Parking Zone 1462 at 3443 -- 3414 North Parker Avenue (both sides of the street) -- at all times -- all days; [O2025-0015088]
36	Residential Permit Parking Zone 2467 at 2100 -- 2150 West Iowa Street (both sides of the street) -- at all times -- all days; [O2025-0014534]
40	Amend ordinance passed February 26, 2021, *Journal of the Proceedings of the City Council of the City of Chicago,* page 27780, Residential Permit Parking Zone 2298 at 2505 -- 2543 West Carmen Avenue and 2518 -- 2550 West Carmen Avenue -- 6:00 P.M. to 8:00 A.M. -- all days. [O2025-0015139]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.

[SO2025-0015303]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and substitute ordinances 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
6	Repeal ordinance passed October 4, 2023, *Journal of the Proceedings of the City Council of the City of Chicago,* page 3892, which reads: "6858 South Michigan Avenue and East 69th Street" -- "All-Way Stop" sign, by striking the above;

[SO2024-0012576]

Ward	Location And Type Of Sign
6	Repeal ordinance passed October 4, 2023, *Journal of the Proceedings of the City Council of the City of Chicago,* page 3892, which reads: "7549 South Champlain Avenue and East 75th Street" -- "All-Way Stop" sign, by striking the above; [SO2024-0012580]
15	West Marquette Road and South Richmond Street -- "All-Way Stop" sign, stopping all approaches; [O2024-0014253]
15	West Marquette Road and South Whipple Street -- "All-Way Stop" sign, stopping all approaches; [O2024-0014254]
21	West 106th Street, from South Morgan Street to South Sangamon Street -- one-way easterly; [O2024-0013165]
21	South Morgan Street, from West 105th Street to West 106th Street -- one-way southerly; [O2024-0013166]
24	West 23rd Street and South California Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0013729]
28	Amend single direction at South Ada Street, from West Arthington Street to West Taylor Street -- one-way southerly by striking the above; [O2025-0015150]
30	West Barry Avenue, from North Austin Avenue to the first alley west of North Central Avenue -- one-way easterly; [O2024-0013957]
50	North Rockwell Street and West Birchwood Avenue -- "All-Way Stop" sign, stopping all approaches. [O2024-0013393]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON POLICE AND FIRE.

APPOINTMENT OF MARQUINN MC DONALD AS MEMBER OF DISTRICT COUNCIL 002.

[A2025-0014884]

The Committee on Police and Fire submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Police and Fire, held a meeting on Tuesday, February 18, 2025 in person to consider the following appointment of Marquinn McDonald as a member of District Council 002 (A2025-0014884) and, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Marquinn McDonald as a member of District Council 002 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 Harris moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF KEOLA (KEO) JEAN-JOSEPH AS MEMBER OF DISTRICT COUNCIL 024.

[A2025-0014882]

The Committee on Police and Fire submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Police and Fire, held a meeting on Tuesday, February 18, 2025 in person to consider the following appointment of Keola (Keo) Jean-Joseph as a member of District Council 024 (A2025-0014882) and, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Keola (Keo) Jean-Joseph as a member of District Council 024 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 Harris moved to reconsider the foregoing vote. The motion was lost.

AMENDMENT OF CHAPTER 2-36 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-36-330 TO AUTHORIZE FIRE COMMISSIONER TO ACCEPT GRANTS OF EQUIPMENT, SUPPLIES, MATERIALS OR OTHER PERSONAL PROPERTY.
[O2025-0014824]

The Committee on Police and Fire submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Police and Fire, held a meeting on Tuesday, February 18, 2025 in person to consider a proposed ordinance to amend Municipal Code Chapter 2-36 by adding new Section 2-36-330 to authorize the Fire Commissioner to accept grants of equipment, supplies, materials or other personal property (O2025-0014824) and, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Chapter 2-36 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-36-330, as follows:

2-36-330 Acceptance Of Grants.

The Fire Commissioner is authorized to: (i) apply on behalf of the City for grants of equipment, supplies, materials or other personal property from any person for the purpose of furthering fire safety in the City; and (ii) negotiate and enter into contracts and agreements authorizing the Fire Department to accept as City property such grants. All contracts or agreements authorized under this section, which may provide for indemnification, shall be subject to approval by the Corporation Counsel. Any City expenditure pursuant to such an agreement shall be subject to the availability of duly appropriated funds.

SECTION 2. This ordinance shall be in full force and effect following its due passage and approval.

DONATION OF VARIOUS ITEMS BY CHICAGO FIRE DEPARTMENT TO FIRE MUSEUM OF GREATER CHICAGO.

[O2025-0015391]

The Committee on Police and Fire submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Tuesday, February 18, 2025 in person to consider the following ordinance approving the donation of various items by the Chicago Fire Department to the Fire Museum of Greater Chicago (O2025-0015391) and, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is known for its generous contributions to the thousands of non-profit organizations that provide valuable services to Chicago residents; and

WHEREAS, The Fire Museum of Greater Chicago, which moved into its current location on the 5200 block of South Western Avenue in 2018, was established to help preserve the rich history and tradition of the Fire Department in Chicago; and

WHEREAS, The Fire Museum of Greater Chicago is an all-volunteer non-profit historical and educational organization and has been a tremendous asset to the City by assisting in preserving the rich history of the Chicago Fire Department; and

WHEREAS, The Chicago Fire Department is fortunate to own significant historical items and equipment valuable to the history associated with the City that should be shared with the residents of Chicago; and

WHEREAS, While the outdated equipment has no available use for the Chicago Fire Department, the equipment provides a great bridge to Chicago's rich past for organizations such as the Fire Museum of Greater Chicago; now, therefore,

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

SECTION 1. The Commissioner of the Chicago Fire Department and the Commissioner of Fleet Management are hereby authorized to donate the following obsolete items to the Fire Museum of Greater Chicago:

-- 1985 Pirsch Custom SkyTop 110 foot Rear Mount Aerial Ladder Truck (Serial Number: 3351); and

-- A full complement of surplus, decommissioned ground ladders and other such surplus firefighting equipment as would have been carried on this apparatus.

The items shall be conveyed free and clear of any liens or encumbrances. The City shall convey such equipment in "as is" condition without any warranties either expressed or implied and expressly excludes any warranty or merchantability and fitness for a particular purpose.

SECTION 2. The Commissioner of Fleet Management is hereby authorized to provide the replacement and reinstallation of all fire department decals and markings including any surface or paint mitigation necessary to restore the apparatus back to its in-service appearance.

SECTION 3. Exhibit A shall be included as reference in this ordinance.

SECTION 4. The Commissioner of Fleet Management is hereby authorized to enter into and execute such other documents as may be necessary and proper to implement this donation.

SECTION 5. This ordinance shall be in full force and effect upon its passage and publication.

[Exhibit "A" referred to in this ordinance printed on page 24593 of this *Journal*.]

Exhibit "A".

Exhibit A



COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AMENDMENT OF CHAPTERS 9-76, 9-80 AND 9-100 OF MUNICIPAL CODE BY MODIFYING SECTIONS 9-76-160, 9-80-080, 9-80-110 AND 9-100-020 TO EXPAND DESCRIPTION OF VEHICLES PARKED ON PUBLIC WAY FOR SOLE PURPOSE OF DISPLAYING VEHICLES FOR SALE.

[SO2024-0010137]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 19, 2025.

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 substitute ordinance (SO2024-0010137) transmitted herewith for an amendment of Municipal Code Chapter 9-80 by modifying Section 9-80-080 to expand description of vehicles parked on the public way for the sole purpose of displaying vehicles for sale. This substitute ordinance was referred to 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 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said substitute ordinance as passed:

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

SECTION 1. Section 9-76-160 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

9-76-160 Registration Plates.

(a) Every vehicle in the City subject to the registration plates requirements of the Illinois Vehicle Code shall bear registration plates in the manner required by that Code. It is illegal to park a vehicle on any roadway if the registration plate or other registration material fails to comply with this subsection. Any person who violates this subsection shall be fined the amount set forth in Section 9-100-020 for each offense. Specific requirements for covered vehicles are set forth below:

(Omitted text is unaffected by this ordinance.)

(5) It is unlawful for any person

(A) to operate any motor vehicle that is equipped with registration plate or digital registration plate covers, as defined by Section 3-400 of the Illinois Vehicle Code, 625 ILCS 5/3-400, or any other cover, coating, wrapping, material, streaking, distorting, holographic, reflective, or other device that obstructs the visibility or electronic image recording of the registration plate or digital registration plate.

~~(6) It is unlawful for any person~~

(B) to physically alter any registration plate or digital registration plate with any chemical or reflective substance or coating that obstructs the visibility or electronic image recording of such registration plate or digital registration plate.

~~(7) It is unlawful for any person,~~

(C) in an effort to hinder a peace officer from obtaining the registration or plate number for the enforcement of a violation of the Illinois Vehicle Code or this Code, to fail to display a registration plate or to modify the original manufacturer's mounting location of the rear registration plate or digital registration plate on any vehicle so as to conceal the registration or plate or to knowingly cause such plate to be obstructed. Modifications prohibited by this subsection include, but are not limited to, the use of an electronic device.

(D) to leave any vehicle on the public way

(i) without a registration plate, digital registration plate, or temporary permit, or

(ii) with a registration plate, digital registration plate, or temporary permit that is not registered to that vehicle.

(Omitted text is unaffected by this ordinance.)

(d) The owner of record of any vehicle in violation of subsections (a)(5) ~~–(7)~~ of this section shall be subject to an administrative penalty of $500 plus any towing and storage fees applicable under Section 9-92-080. Any such motor vehicle shall be subject to seizure and impoundment pursuant to this section. Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the City or its agents. Before or at the time the vehicle is towed, the police officer shall notify any person identifying themselves as the owner of the vehicle at the time of the alleged violation or the person who is found to be in control of the vehicle at the time of the alleged violation, if there is such person, of the fact of the seizure and of the vehicle owner's right to request a vehicle impoundment hearing to be conducted under Section 2-14-132 of this Code by serving such person with a copy of the vehicle impoundment seizure report. Section 2-14-132 shall apply whenever a non-highway vehicle is seized and impounded pursuant to this section.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 9-80-080 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

9-80-080 Parking For Certain Purposes Prohibited.

(a) It shall be unlawful to park any vehicle upon any roadway for the sole purpose of displaying the vehicle for sale. The vehicle shall be subject to vehicle impoundment under Section 9-92-030(c). Any person that violates this subsection shall be fined $100.00. Each day the vehicle remains in violation of this subsection shall constitute a separate and distinct offense for which a separate penalty shall be imposed. It is a rebuttable presumption that a vehicle is parked in violation of this subsection when: (1) the vehicle is parked upon the roadway (A) without a registration plate, digital registration plate, or temporary permit in the manner required by the Illinois Vehicle Code; or (B) with a registration plate, digital registration plate, or temporary permit not registered to the vehicle; and (2) such vehicle matches the make, model, and color of a vehicle advertised for sale by owner.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 9-80-110 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

9-80-110 Abandoned Vehicles.

(a) It shall be unlawful for any person to abandon any motor vehicle on any public way within the ~~city~~ City. A vehicle shall be deemed to have been abandoned if it: ~~(i)~~ (1) is in such a state of disrepair as to be incapable of being driven in its present condition; or ~~(ii)~~ (2) has not been moved or used for more than seven consecutive days and is apparently deserted. ~~or (iii) has been left on the public way without state registration plates or a temporary state registration placard for two or more days.~~ Any person who violates this subsection shall be fined the amount set forth in Section 9-100-020 for each offense. Each day a vehicle remains abandoned shall constitute a separate and distinct offense for which a separate penalty may be imposed.

(Omitted text is unaffected by this ordinance.)

SECTION 4. Section 9-100-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

9-100-020 Violation -- Penalty.

(a) The violation of any provision of the traffic code prohibiting or restricting vehicular standing or parking, or establishing a compliance, automated speed enforcement system, or automated traffic law enforcement system violation, shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in the traffic code, shall be imposed.

(Omitted text is unaffected by this ordinance.)

(c) The fines listed below shall be imposed for violation of the following sections of the traffic code:

Traffic Code Section	Fine

(Omitted text is unaffected by this ordinance.)

9-76-160(a)(5) ~~-(7)~~	$250.00

(Omitted text is unaffected by this ordinance.)

SECTION 5. This ordinance shall take effect 10 days after passage and publication.

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, February 19, 2025.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance transmitted herewith authorizing and directing the Commissioner of Transportation 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 and substitute ordinance were referred to the committee on January 15, 2025.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Mitchell, the said proposed ordinances and substitute 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Cadence Education LLC.

[O2025-0014471]

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 Cadence Education LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 3416 -- 3420 West Fullerton Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

GTO1 Auto Repair.

[O2025-0014909]

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 GTO1 Auto Repair, 3349 West Cermak Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

JLS Automotive Group LLC -- Midas Franchise.

[O2025-0014628]

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 JLS Automotive Group LLC -- Midas Franchise, 4216 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Hon Kee BBQ & Seafood Restaurant.

[O2025-0014712]

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 Hon Kee BBQ & Seafood Restaurant, 1101 -- 1107 West Argyle Street, Chicago, Illinois 60640, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 1101 -- 1107 West Argyle Street, Chicago, Illinois 60640.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Nortown Coin Laundry.

[O2025-0014609]

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 Nortown Coin Laundry, 6219 North California Avenue, Floor 1, 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.

NP 1235 -- 1301 Ashland LLC.

[O2025-0014499]

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

NP 1235 -- 1301 Ashland LLC, 1257 -- 1301 North Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage and publication.

Sage Venture Holdings LLC.

[SO2025-0014908]

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 Sage Venture Holdings LLC, 2652 -- 2654, 2656 -- 2658 West Madison Street, Chicago, Illinois 60612, 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 substitute ordinance shall take effect and be in force from and after its passage and publication.

Urban Edge Group LLC 1933.

[O2025-0014910]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of the City of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Urban Edge Group LLC 1933 from the Municipal Code provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 1933 -- 1937 North Mohawk Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

STANDARDIZATION OF 5300 BLOCK OF N. ORIOLE AVE. TO BE KNOWN AS "ALLAN J. FIRAK WAY".

[O2025-0014870]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, February 19, 2025.

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 (O2025-0014870) transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the 5300 block of North Oriole Avenue as "Allan J. Firak Way". This ordinance was referred to the committee on January 15, 2025.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of 5300 block of North Oriole Avenue as "Allan J. Firak Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

RECLASSIFICATION OF SPECIFIED AREA SHOWN ON MAP NO. 7-J AND AMENDMENT OF SECTION 17-3-0503-D OF MUNICIPAL CODE BY ESTABLISHING SEGMENT OF W. FULLERTON AVE. AS PEDESTRIAN STREET. [O2024-0014245]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on February 18, 2025, the following items were passed by a majority of the members present:

Page 1 contains text amendment SO2025-0014865 that amends the Municipal Code by requiring tapping of water mains to be performed only by Department of Water Management or contracted licensed plumbers.

Page 1 also contains text amendment SO2024-0008277 that creates an administrative adjustment to allow the conversion of ground floor commercial space into residential units.

Page 1 further contains the historical landmark designation of Kingdom Baptist Church at 301 North Central Avenue in the 37th Ward.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 10th, 11th, 12th, 13th, 15th, 16th, 17th, 25th, 27th, 28th, 30th, 31st, 35th, 39th, 43rd, 44th, 46th, 47th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 2nd, 11th, 27th, 32nd, 35th, 39th, 47th and 50th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of the City of Chicago, the Chicago Zoning Ordinance, is hereby amended by designating as a Pedestrian Street with the appropriate symbols and indications that segment of the Fullerton Avenue right-of-way on Map Number 7-J in the area bounded by:

the centerline of North Kimball Avenue on the east and the centerline of North Pulaski Road on the west,

as a Pedestrian Street.

SECTION 2. Section 17-3-0500 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

17-3-0503-D [Pedestrian Streets And Pedestrian Retail Streets.]

1. The following street segments are classified as pedestrian streets:

Street	Segment		Coordinates	
	From	To	From	To
(Omitted text is unaffected by this ordinance.)				
Division	Milwaukee	Ashland	1535W	1599W
Division	~~1619W~~ Ashland	Leavitt	1619W	2200W
Fullerton	Kimball	Pulaski	3400W	3958W
Halsted	Belmont	Grace	3200N	3800N
Halsted	Fullerton	Wrightwood	2400N	2600N
(Omitted text is unaffected by this ordinance.)				

SECTION 3. This ordinance shall be effective after its passage and publication.

AMENDMENT OF SECTION 17-13-1000 OF MUNICIPAL CODE REGARDING PERMIT APPLICATION APPROVALS AND EXEMPTIONS FOR CONVERSION OF CERTAIN BUILDINGS FROM COMMERCIAL TO RESIDENTIAL.

[SO2024-0008277]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on February 18, 2025, the following items were passed by a majority of the members present:

Page 1 contains text amendment SO2025-0014865 that amends the Municipal Code by requiring tapping of water mains to be performed only by Department of Water Management or contracted licensed plumbers.

Page 1 also contains text amendment SO2024-0008277 that creates an administrative adjustment to allow the conversion of ground floor commercial space into residential units.

Page 1 further contains the historical landmark designation of Kingdom Baptist Church at 301 North Central Avenue in the 37th Ward.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 10th, 11th, 12th, 13th, 15th, 16th, 17th, 25th, 27th, 28th, 30th, 31st, 35th, 39th, 43rd, 44th, 46th, 47th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 2nd, 11th, 27th, 32nd, 35th, 39th, 47th and 50th Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 17-2-0300 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

17-2-0303 Lot Area Per Unit (Density).

17-2-0303-B Exemptions.

(Omitted text is unaffected by this ordinance.)

4. <u>In the case of a building permit application for the conversion of an occupied or vacant commercial establishment located below the second floor within a multi-story building into residential dwelling units, the Zoning Administrator is authorized to approve such conversion pursuant to Section 17-13-1003-NN.</u>

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 17-3-0400 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

17-3-0402-C Exceptions. In the case of a building permit application for the conversion of an occupied or vacant commercial establishment located below the second floor within a multi-story building into residential dwelling units, the Zoning Administrator is authorized to approve such conversion pursuant to Section 17-13-1003-NN.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 17-4-0400 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

17-4-0404-D Exceptions. In the case of a building permit application for the conversion of an occupied or vacant commercial establishment located below the second floor within a multi-story building into residential dwelling units, the Zoning Administrator is authorized to approve such conversion pursuant to Section 17-13-1003-NN.

(Omitted text is unaffected by this ordinance.)

SECTION 4. Section 17-13-1000 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

17-13-1003-NN Below The Second Floor Commercial Conversion To Residential.

1. In the case of a building permit application for the conversion of an occupied or vacant commercial establishment into residential dwelling units, the Zoning Administrator is authorized to approve such conversion provided such space to be converted has been in lawful existence for 20 years; such conversions are exempt from all applicable use, bulk and density. And parking requirements.

2. Such conversion may only be authorized when more than 50 percent of the zoning lots fronting on the same side of the street between the two nearest intersecting streets have been lawfully improved with buildings containing a residential use below the second floor. Open land or zoning lots unimproved with principal buildings shall be excluded from this calculation.

3. Such conversions are only allowable in any Residential (R) zoning district, any Business (B) or Commercial (C) zoning district (except such conversion is not allowable not in a C3 zoning district), or any Downtown (D) zoning district (except such conversion is not allowable in a DS zoning district).

(Omitted text is unaffected by this ordinance.)

SECTION 5. This ordinance shall take full force and effect upon its passage and approval.

AMENDMENT OF SECTION 18-29-603.3.6 OF MUNICIPAL CODE REQUIRING TAPPING OF WATER MAINS TO BE PERFORMED ONLY BY DEPARTMENT OF WATER MANAGEMENT OR CONTRACTED LICENSED PLUMBERS.

[SO2025-0014865]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on February 18, 2025, the following items were passed by a majority of the members present:

Page 1 contains text amendment SO2025-0014865 that amends the Municipal Code by requiring tapping of water mains to be performed only by Department of Water Management or contracted licensed plumbers.

Page 1 also contains text amendment SO2024-0008277 that creates an administrative adjustment to allow the conversion of ground floor commercial space into residential units.

Page 1 further contains the historical landmark designation of Kingdom Baptist Church at 301 North Central Avenue in the 37th Ward.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 10th, 11th, 12th, 13th, 15th, 16th, 17th, 25th, 27th, 28th, 30th, 31st, 35th, 39th, 43rd, 44th, 46th, 47th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 2nd, 11th, 27th, 32nd, 35th, 39th, 47th and 50th Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 18-29-603.3.6 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

18-29-603.3.6 Installation Of Taps.

No water main shall be tapped other than by a tapper employed by the Department of Water Management or a contractor, hired by the Department of Water Management for lead service line replacement, that employs a licensed and bonded plumbing contractor that employs a plumber, and all tapping shall be performed only under the authority of the Commissioner of Water Management. All service cocks or ferrules must be inserted at or near the top of the street main, and not nearer than 6 inches (150 mm) from the bell of the pipe. The size of the cock shall be that specified in the permit. Each service pipe shall have its own independent tap at the main and said tap shall be of the type in use by the Department of Water Management.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on February 18, 2025, the following items were passed by a majority of the members present:

Page 1 contains text amendment SO2025-0014865 that amends the Municipal Code by requiring tapping of water mains to be performed only by Department of Water Management or contracted licensed plumbers.

Page 1 also contains text amendment SO2024-0008277 that creates an administrative adjustment to allow the conversion of ground floor commercial space into residential units.

Page 1 further contains the historical landmark designation of Kingdom Baptist Church at 301 North Central Avenue in the 37th Ward.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 10th, 11th, 12th, 13th, 15th, 16th, 17th, 25th, 27th, 28th, 30th, 31st, 35th, 39th, 43rd, 44th, 46th, 47th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 2nd, 11th, 27th, 32nd, 35th, 39th, 47th and 50th Wards.

I hereby move for passage of the proposed ordinance and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 1-G.
(As Amended)
(Application No. 22533)
(Common Address: 911 -- 925 W. Fulton Market, 200 -- 212 N. Peoria St., 900 -- 924 W. Lake St. And 201 -- 233 N. Sangamon St.
[SO2024-0012181]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, Chicago Zoning Ordinance, be amended by changing all the Business Planned Development Number 1510 symbols and indications as shown on Map Number 1-G in the area bounded by:

West Fulton Market; a line 150.65 feet east of and parallel to North Sangamon Street; a line 99.90 feet south of and parallel to West Fulton Market; a line 125.52 feet east of and parallel to North Sangamon Street; a line 186.16 feet south of and parallel to West Fulton Market; North Peoria Street; West Lake Street; and North Sangamon Street,

to the designation of Business Planned Development Number 1510, as amended, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development No. 1510, As Amended.

Planned Development Statements.

1. The area delineated herein as Planned Development Number 1510, as amended ("Planned Development") consists of approximately 63,684 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). Fulton Peoria JV LLC is the "Applicant" and owner of the Property.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   All colorized concrete, cobblestone, or other non-standard treatment, and street furniture and/or hardware shall be restored to current condition or replaced per the Fulton Market Streetscape Section 2 Contract Plans.

   Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the property, which may

include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

-- Curb and gutter

-- Sidewalks

-- ADA crosswalk ramps

-- Parkway and landscaping

-- Traffic Signal at Lake/Sangamon

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 18 Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a Property Line Planned Development Boundary Map; Site Plan; and Building Elevations (North, East, South and West) prepared by FitzGerald Associates, dated January 16, 2025, and submitted herein.

   In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses shall be permitted in this Planned Development: day care (subject to future Site Plan Approval); animal services (sales and grooming, veterinary, excluding kenneling and boarding); artist work or sales space; business equipment and sales; business support services (except day labor employment agency); eating and drinking establishments; financial services (all, excluding payday/title secured loan store and pawn shop); food and beverage retail sales (except as more specifically regulated); liquor sales (as accessory use); medical service; office; personal service (all); retail sales; participant sports and recreation (indoor); co-located wireless communication facilities; accessory parking; and accessory and incidental uses.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 63,684 square feet and a base FAR of 5.0 and a Neighborhood Opportunity Bonus of 3.1 for a total FAR of 8.1.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.

12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.

15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities.

    Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof; the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Planned Development includes the property commonly known as 911 -- 925 West Fulton Market; 200 -- 212 North Peoria Street; 900 -- 924 West Lake Street; and

201 -- 233 North Sangamon Street, which is within a district designated as a Chicago Landmark. The plans for this Planned Development have been reviewed and approved by the Commission on Chicago Landmarks pursuant to the Chicago Landmarks Ordinance, Section 2-120-740.

Any variation in the plans for this Planned Development may be subject to the approval of Commission on Chicago Landmarks.

17. The Applicant acknowledges that the project has received a bonus FAR of 3.1, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 8.1. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003C.3.

The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

18. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to Planned Development 1510 as adopted by the Chicago City Council on July 21, 2021, and modified by any administrative relief granted subsequent to that date and prior to the adoption of this ordinance.

[Existing Land-Use Map; Existing Zoning Map; Property Line Map; Site Plan; North, South, East and West Building Elevations; Basement, First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Floor Plans; and Mechanical Penthouse Plan referred to in these Plan of Development Statements printed on pages 24619 through 24637 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Business Planned Development No. 1510, As Amended.

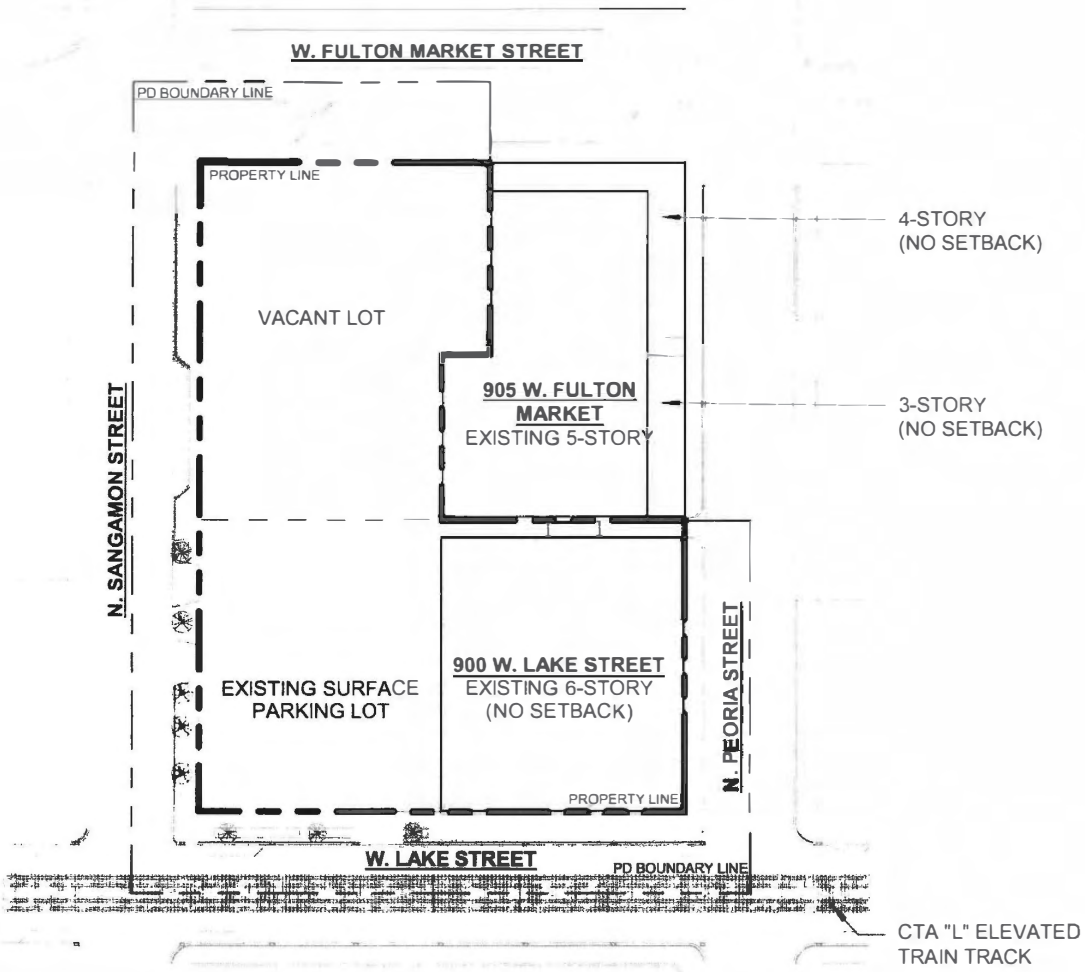
Bulk Regulations And Data Table.

Net Site Area:	63,684 square feet
Maximum FAR:	8.1
Maximum Far Buildable Area:	515,840 square feet
FAR Building Area:	485,500 square feet
Commercial Office Area:	451,119 square feet
Retail Area:	34,381 square feet
Accessory Parking Spaces:	83
Bicycle Parking Spaces:	73
Loading Berths:	5
Setbacks:	Per site plan
Building Height:	
Roof/Highest Occupied Floor:	153 feet, 4 inches
Top of Bulkhead/Mechanical:	172 feet, 4 inches
Number of Stories:	11

FINAL FOR PUBLICATION

Planned Development No. 1510

EXISTING LAND USE MAP



Applicant: 917 W. Fulton Partners LLC
Address: 911-925 W. Fulton Market St.; 200-212 N. Peoria St.; 900-925 W. Lake St.; 201-233 N. Sangamon St. Chicago
Introduced: September 18, 2024
Plan Commission: January 16, 2025

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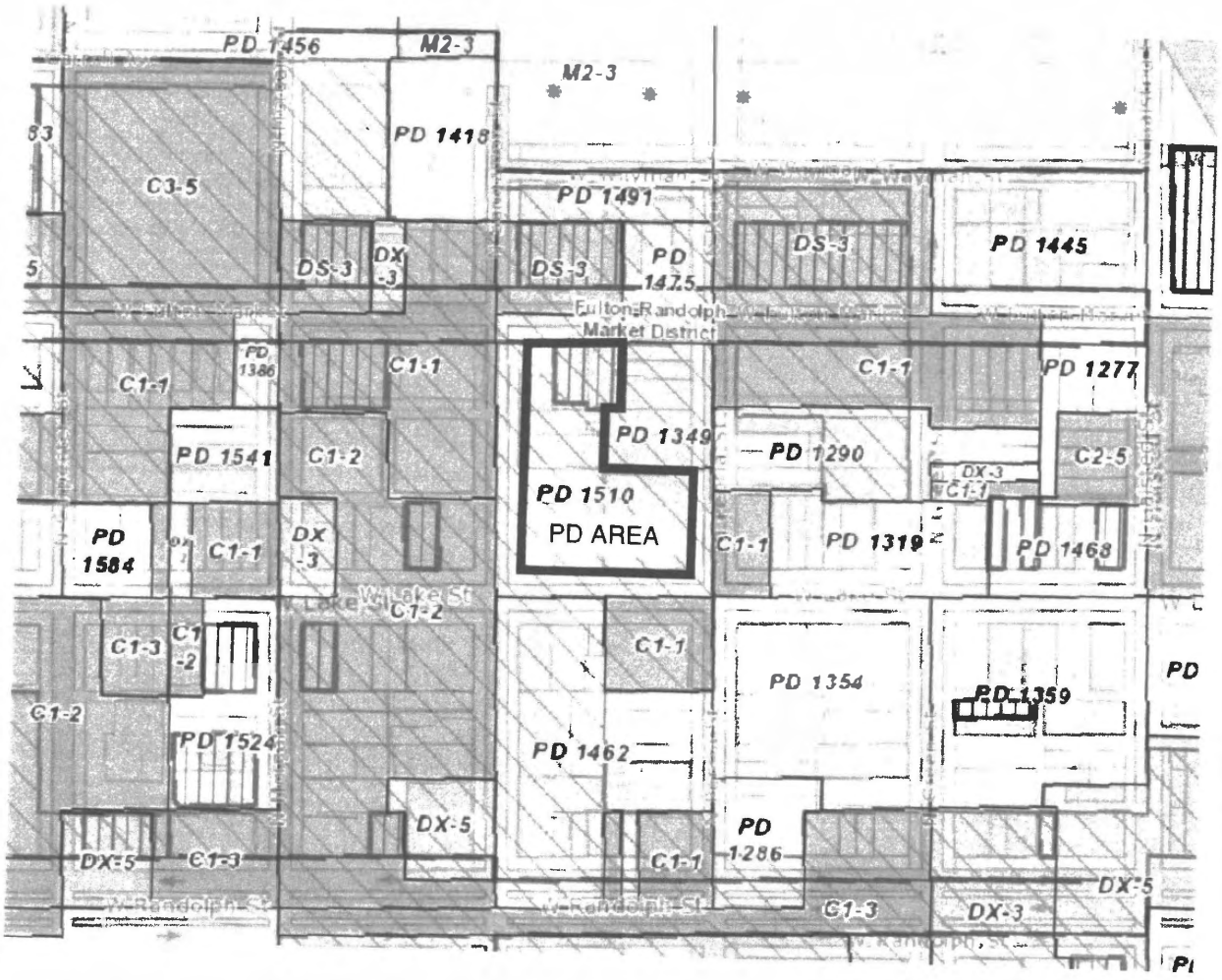
Planned Development No. 1510



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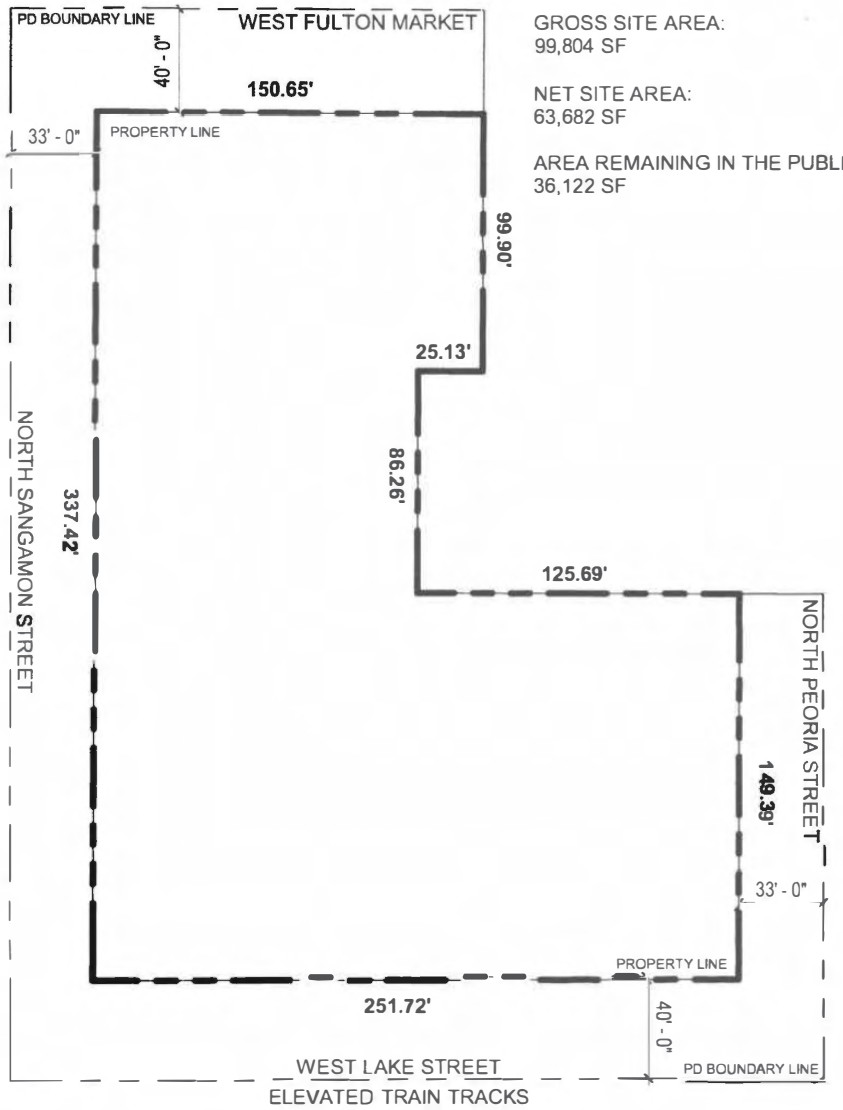
Planned Development No. 1510

PROPERTY LINE PLANNED DEVELOPMENT BOUNDARY MAP



GROSS SITE AREA:
99,804 SF

NET SITE AREA:
63,682 SF

AREA REMAINING IN THE PUBLIC WAY:
36,122 SF

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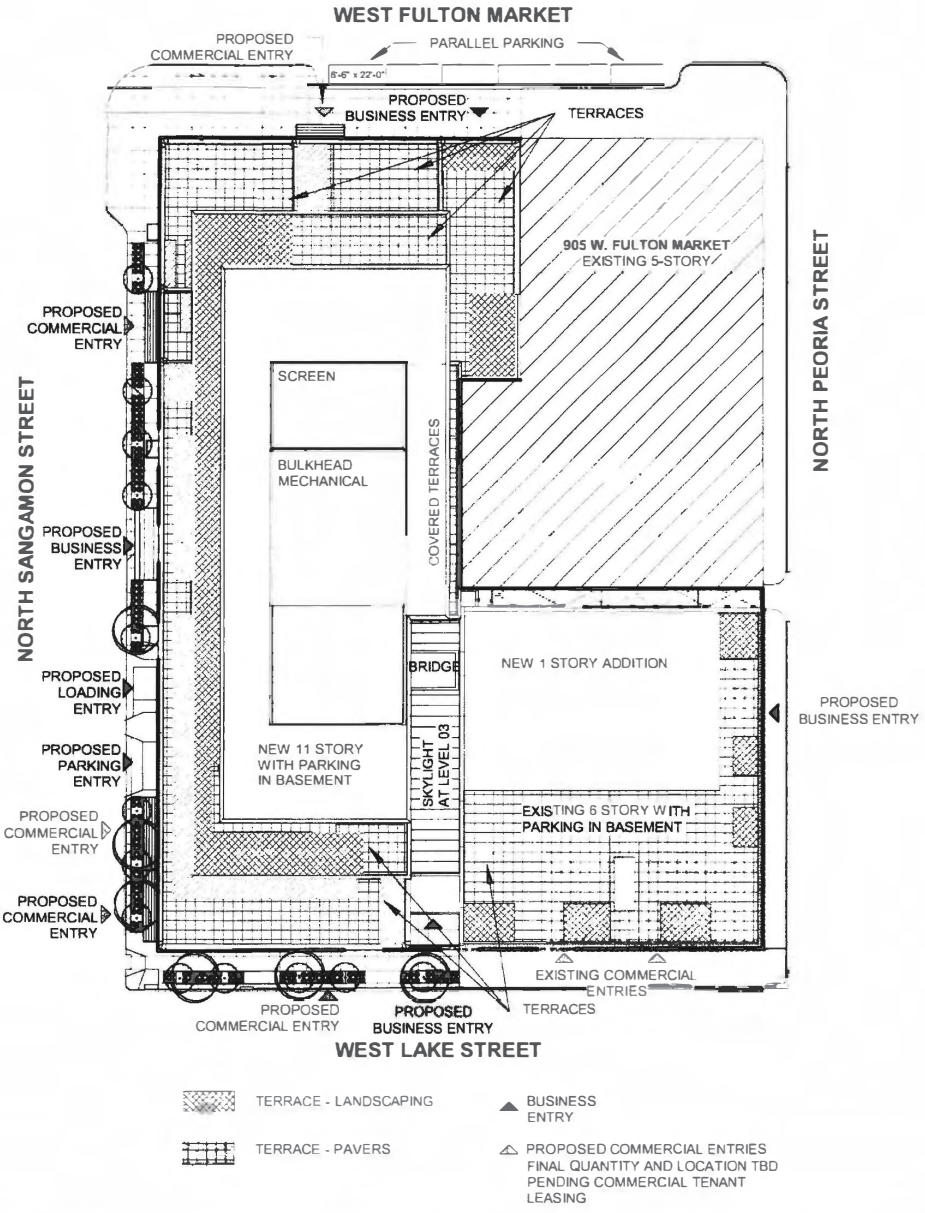
Planned Development No. 1510

SITE PLAN



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Address: 911-925 W. Fulton Market St.; 200-212 N. Peoria St.; 900-925 W. Lake St.; 201-233 N. Sangamon St. Chicago
Introduced: September 18, 2024
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0' 16' 32' 64'

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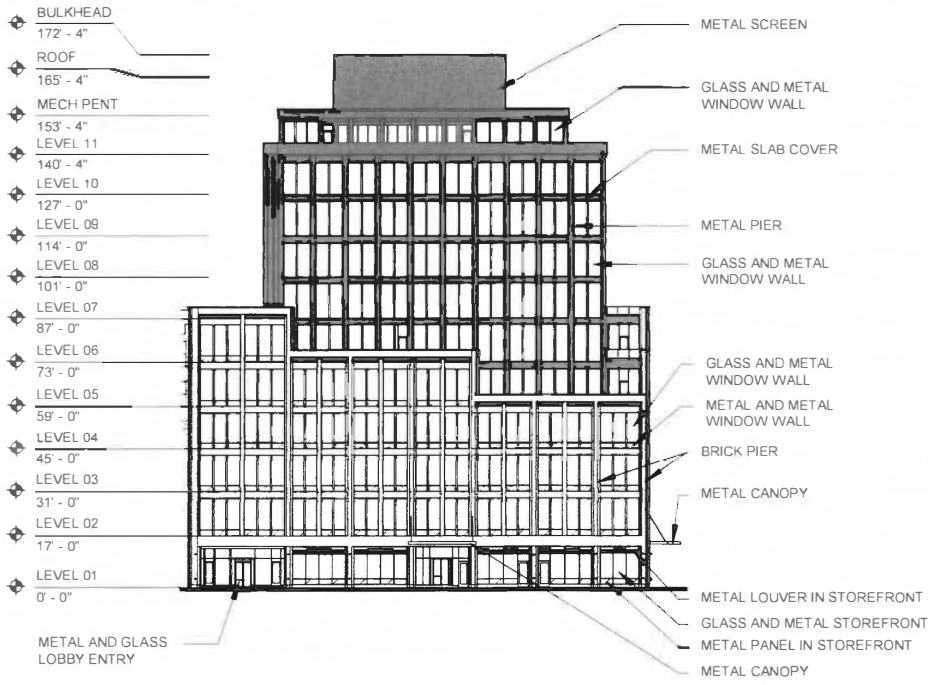
Planned Development No. 1510

NORTH ELEVATION



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0' 25' 50'

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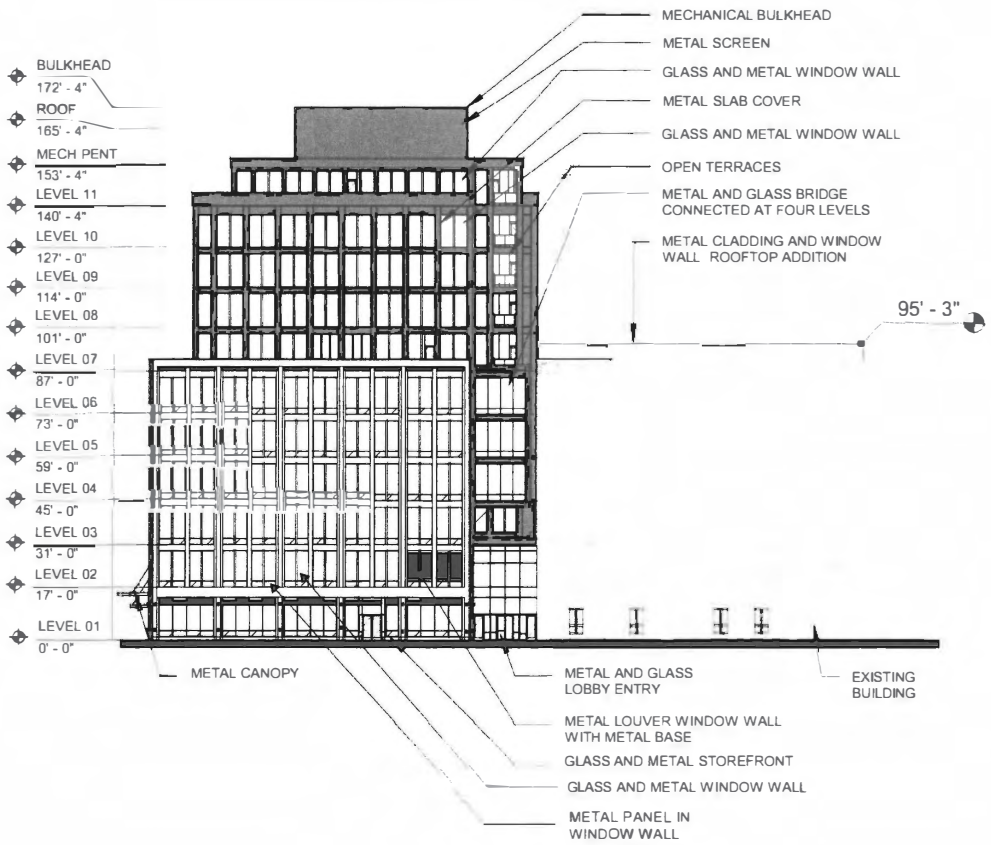
Planned Development No. 1510

SOUTH ELEVATION



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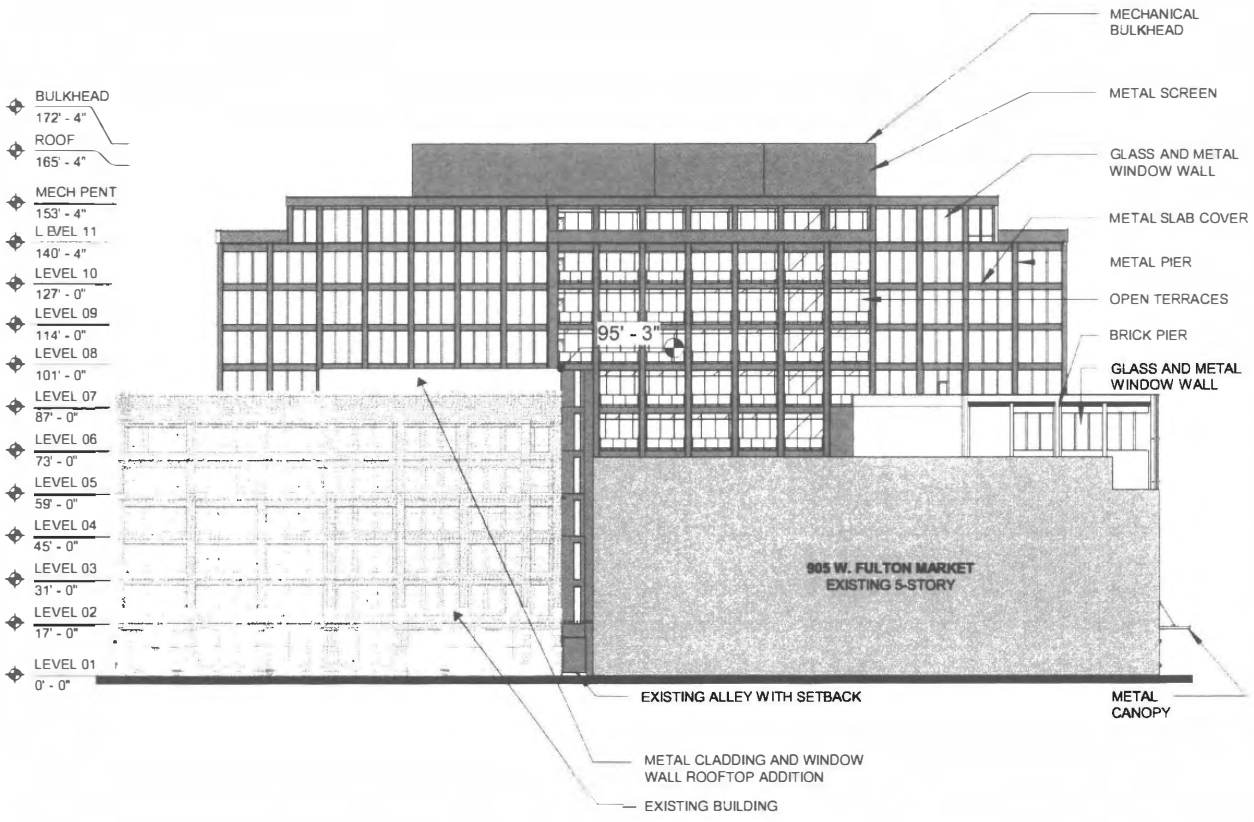
Planned Development No. 1510

EAST ELEVATION



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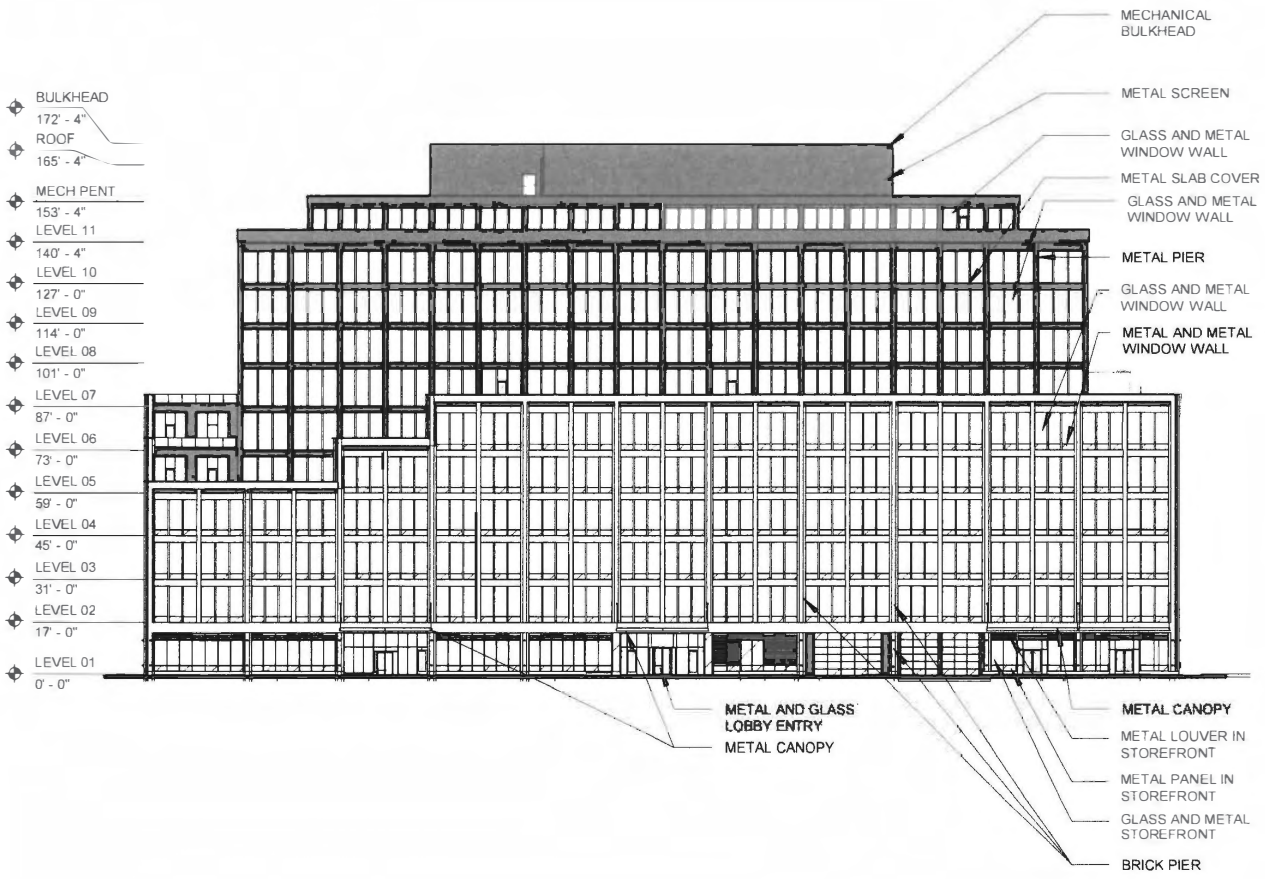
Planned Development No. 1510

WEST ELEVATION



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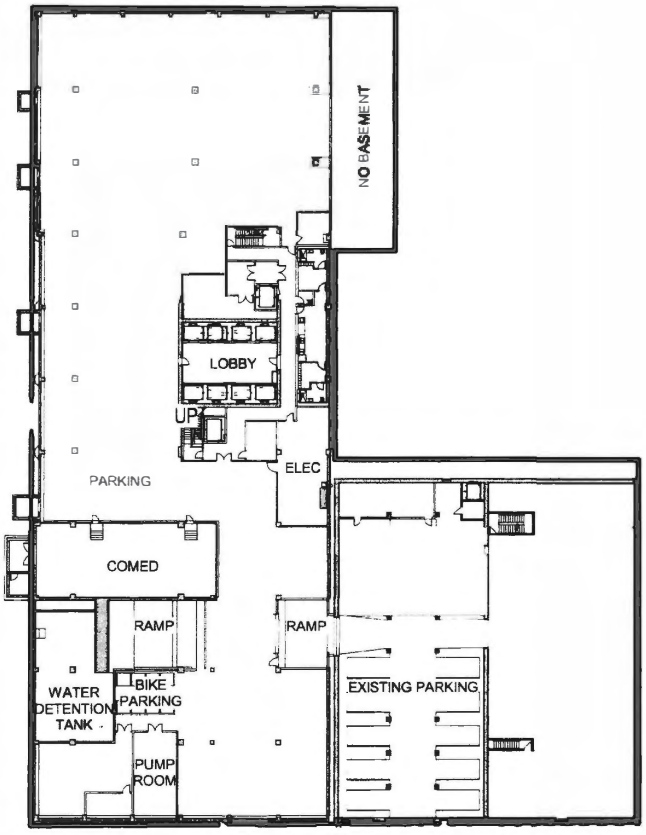
Planned Development No. 1510

BASEMENT FLOOR PLAN



Applicant: 917 W. Fulton Partners LLC
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Introduced: September 18, 2024
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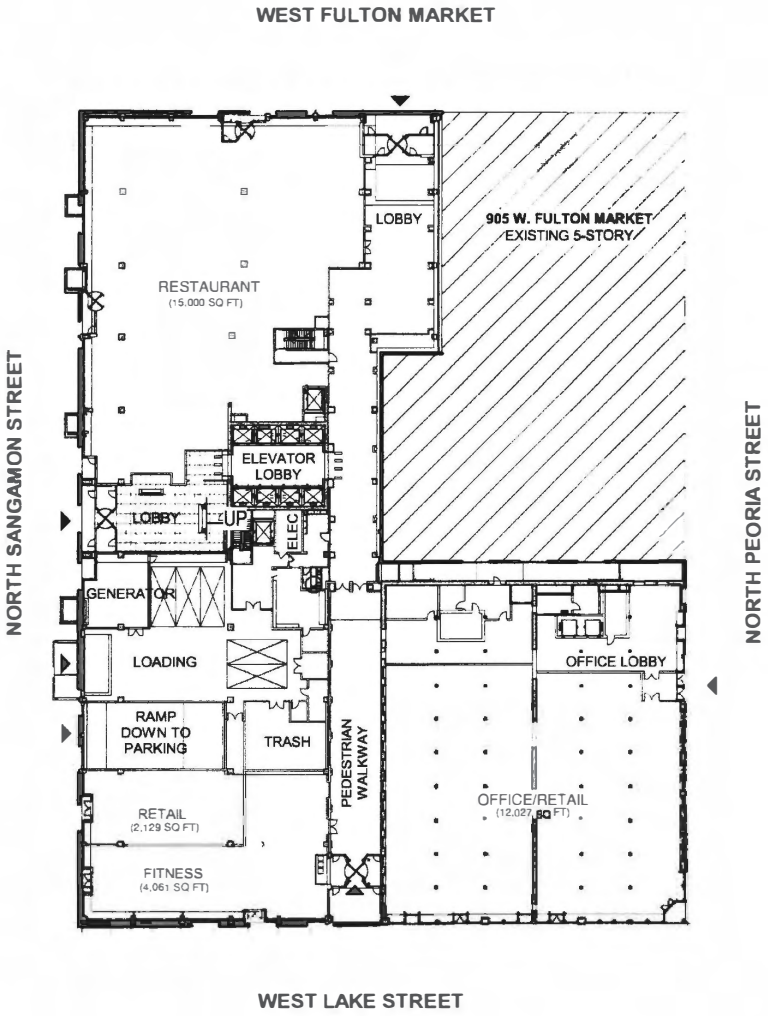
Planned Development No. 1510

FIRST FLOOR PLAN



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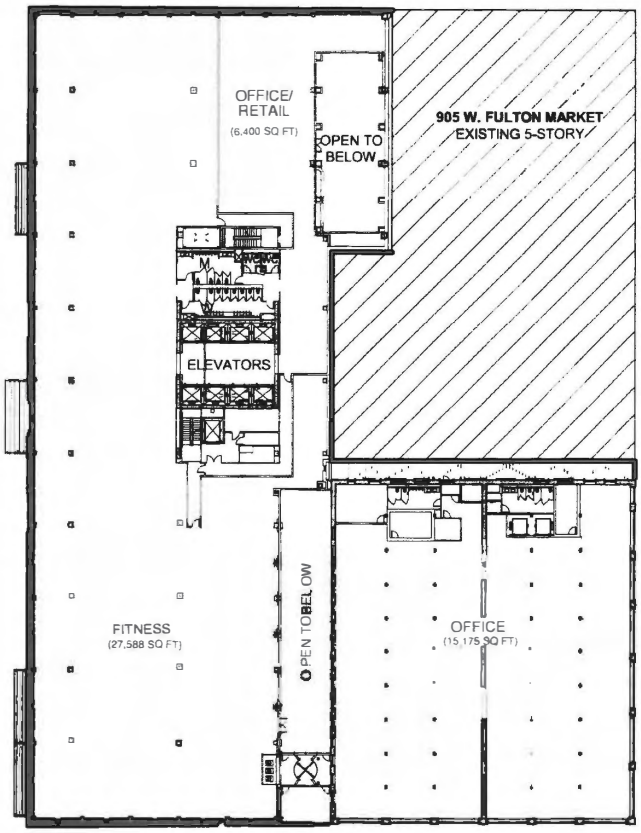
Planned Development No. 1510

SECOND FLOOR PLAN



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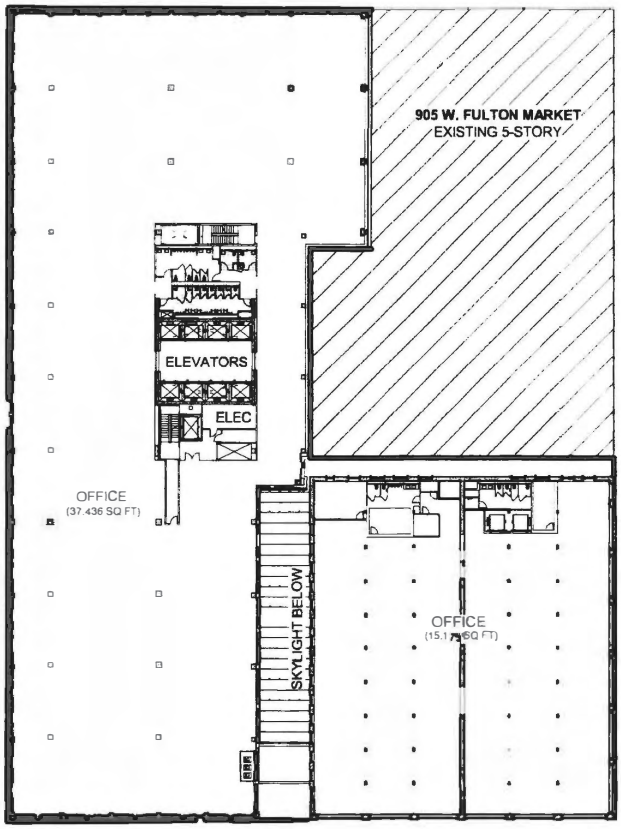
Planned Development No. 1510

THIRD FLOOR PLAN



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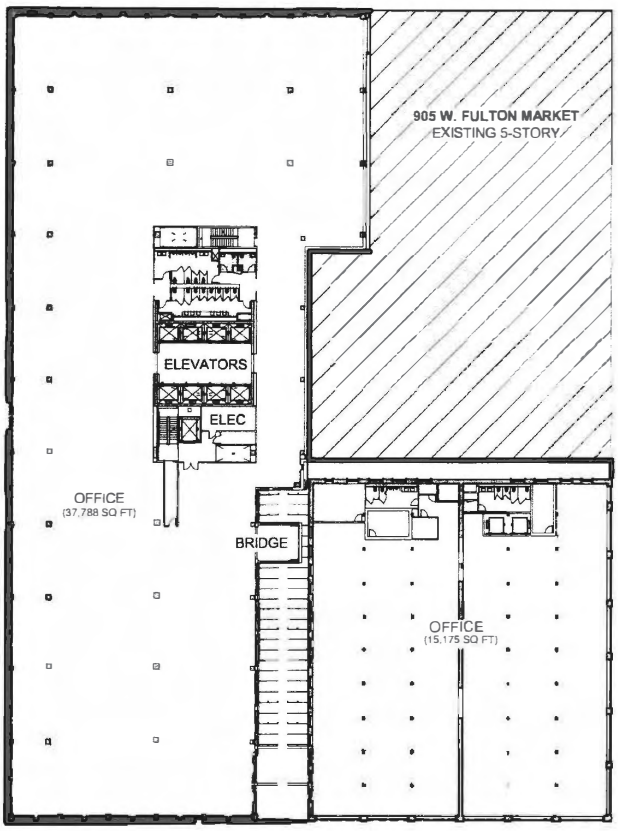
Planned Development No. 1510

FOURTH FLOOR PLAN



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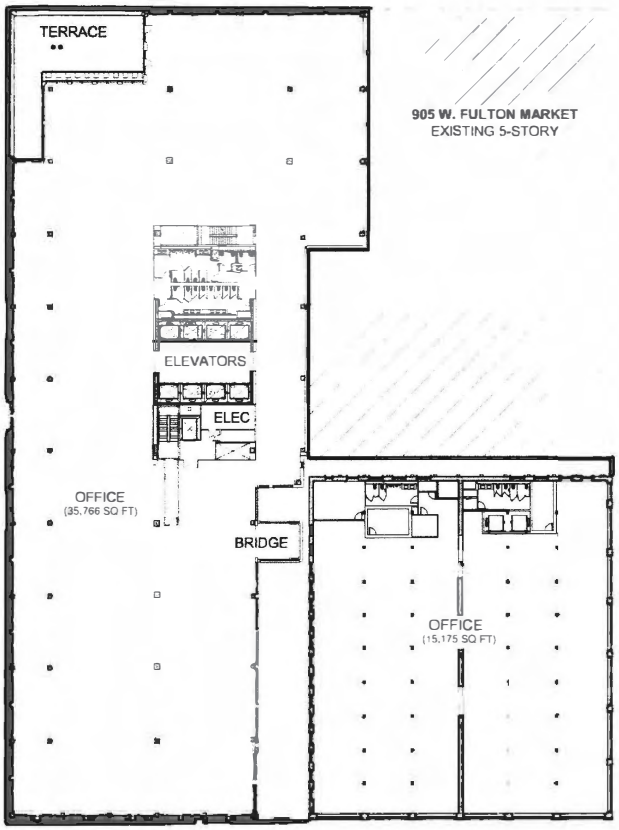
Planned Development No. 1510

FIFTH FLOOR PLAN



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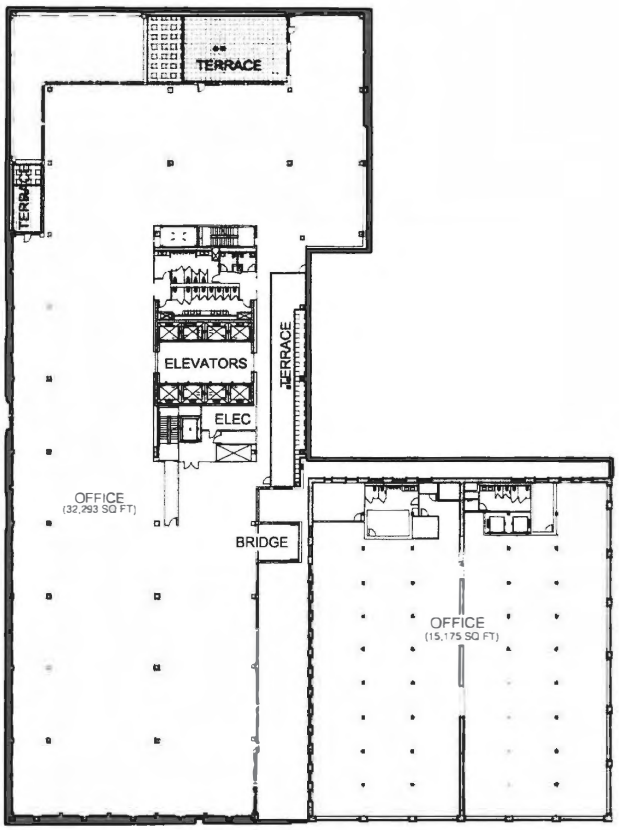
Planned Development No. 1510

SIXTH FLOOR PLAN



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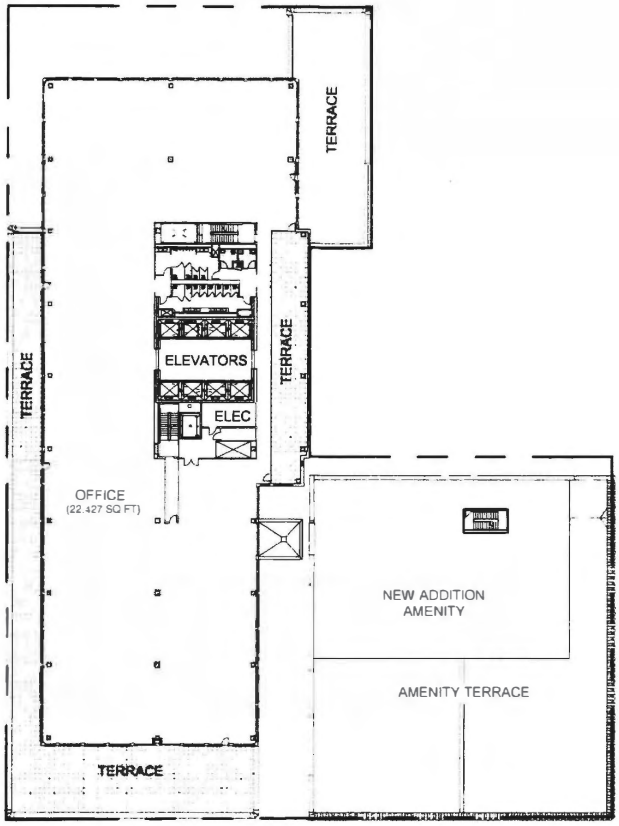
SEVENTH FLOOR PLAN



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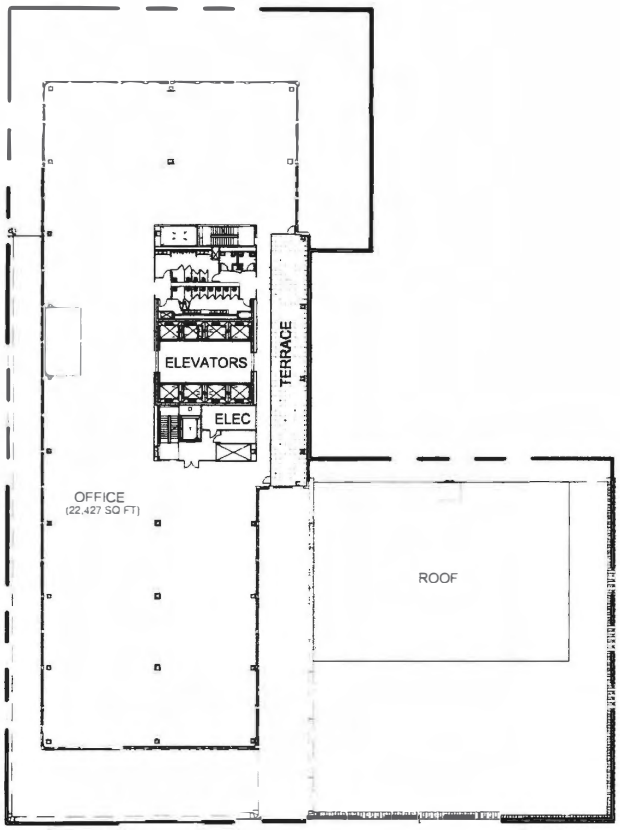
Planned Development No. 1510

EIGHTH TO TENTH FLOOR PLANS



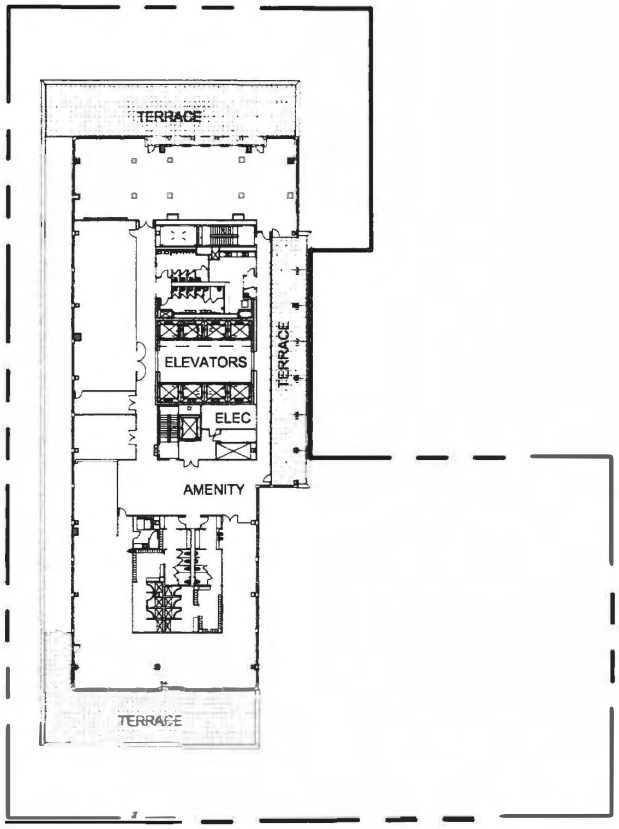
Applicant: 917 W. Fulton Partners LLC
Address: 911-925 W. Fulton Market St.; 200-212 N. Peoria St.; 900-925 W. Lake St.; 201-233 N. Sangamon St. Chicago
Introduced: September 18, 2024
Plan Commission: January 16, 2025

0' 16' 32' 64'

FINAL FOR PUBLICATION

Planned Development No. 1510

ELEVENTH FLOOR PLAN



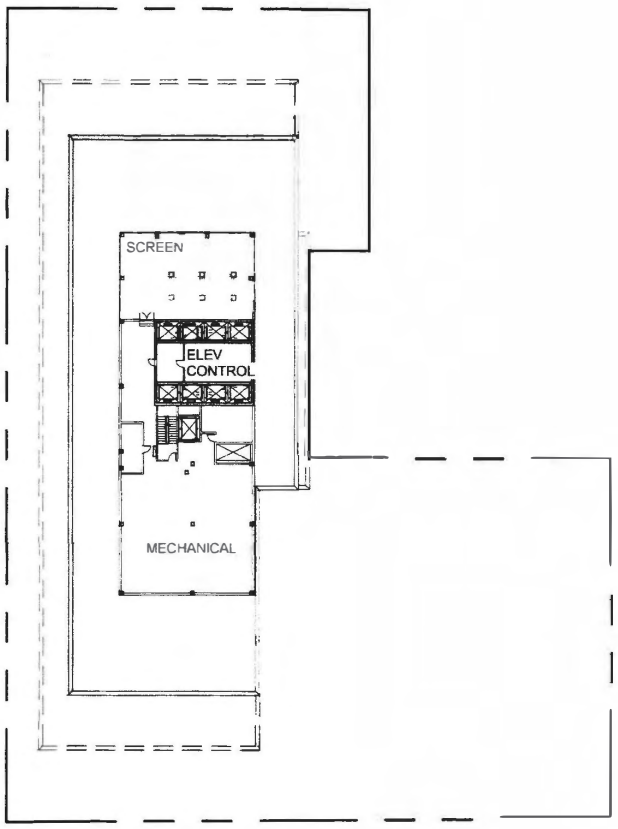
Applicant: 917 W. Fulton Partners LLC
Address: 911-925 W. Fulton Market St.; 200-212 N. Peoria St.; 900-925 W. Lake St.; 201-233 N. Sangamon St. Chicago
Introduced: September 18, 2024
Plan Commission: January 16, 2025

0' 16' 32' 64'

FINAL FOR PUBLICATION

Planned Development No. 1510

MECHANICAL PENTHOUSE PLAN



Applicant: 917 W. Fulton Partners LLC
Address: 911-925 W. Fulton Market St.; 200-212 N. Peoria St.; 900-925 W. Lake St.; 201-233 N. Sangamon St. Chicago
Introduced: September 18, 2024
Plan Commission: January 16, 2025

0' 16' 32' 64'

Reclassification Of Area Shown On Map No. 1-G.
(As Amended)
(Application No. 22531)
(Common Address: 1325 W. Fulton St.)

[SO2024-0012169]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M2-3 Light Industry District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Fulton Street; North Elizabeth Street; a line 165.74 feet south of and parallel to West Fulton Street; and North Ada Street,

to those of the DX-7 Downtown Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the DX-7 Downtown Mixed-Use District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Fulton Street; North Elizabeth Street; a line 165.74 feet south of and parallel to West Fulton Street; and North Ada Street,

to those of a Residential-Business Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Planned Development Number to be determined ("Planned Development") consists of approximately 74,692 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). 1325 West Fulton LLC is the "Applicant" for this Planned Development pursuant to authorization from the owner of the Property.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

   Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

   -- Full width of streets

   -- Full width of alleys

   -- Curb and gutter

   -- Pavement markings

-- Sidewalks

-- ADA crosswalk ramps

-- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 19 Statements; a Bulk Regulations Table; an Existing Land-Use Map; an Existing Zoning Map; a Planned Development Boundary and Property Line; a Site Plan; a Site Plan (Phase I Interim Condition); a Podium Roof Plan; a Podium Roof Plan (Phase I Interim Condition); a Typical Plan; a Typical Plan (Phase I Interim Condition); a Landscape Plan; a Landscape Plan (Phase I Interim Condition); a Parkway Section; a Landscape Detail; Building Elevations (North, North (Phase I Interim Condition), West, West (Phase I Interim Condition), South, South (Phase I Interim Condition), East and East (Phase I Interim Condition)), and Facade Axon Details (Podium Levels, Parking and Upper Levels); prepared by KFP and Park Fowler Plus and dated January 16, 2025; and the ARO Profile Form submitted herein. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as a Planned Development: residential on and above the ground floor; office; lodging; animal services (excluding overnight boarding and kennels); business equipment sales and service; business support services; communication service establishments; eating and drinking establishments (all, including taverns); financial services (excluding payday loan and pawn shops); food and beverage retail sales; medical service; personal service; general retail sales; participant sports and recreation (excluding outdoor); artisan manufacturing, production and industrial services (only as an accessory use to a principal retail use); co-located wireless communication facilities, accessory parking and non-accessory parking (subject to Section 17-10-0503), and incidental and accessory uses.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 74,692 square feet and a base FAR of 7.0.

   The Applicant acknowledges that the project has received a bonus FAR of 4.5, pursuant to Section 17-4-1000 of the Zoning Ordinance. With this bonus FAR, the total FAR for the Planned Development is 11.5. In exchange for the bonus FAR, the Applicant is required to make a corresponding payment, pursuant to Sections 17-4-1003-B and C, prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the bonus payment may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The bonus payment will be recalculated at the time of payment (including partial payments for phased developments) and may be adjusted based on changes in median land values in accordance with Section 17-4-1003-C.3.

   The bonus payment will be split between three separate funds, as follows: 80 percent to the Neighborhoods Opportunity Fund, 10 percent to the Citywide Adopt-a-Landmark Fund and 10 percent to the Local Impact Fund. In lieu of paying the City directly, the Department may: (a) direct developers to deposit a portion of the funds with a sister agency to finance specific local improvement projects; (b) direct developers to deposit a portion of the funds with a landmark property owner to finance specific landmark restoration projects; or (c) approve proposals for in-kind improvements to satisfy the Local Impact portion of the payment.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

If construction of Phase 2 of the P.D. has not commenced within one year of issuance of the final certificate of occupancy for the principal building located in Phase 1 of the P.D., the Applicant shall cause a mural to be painted on the west facade of the podium of the principal building located in Phase 1, as noted on the West Elevation exhibit.

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.

12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned Policy and must provide documentation verifying compliance.

15. Except with respect to Subarea A, prior to the Part II approval (Section 17-13-0610 of the Chicago Zoning Ordinance) for any buildings, the Applicant shall submit a site plan, landscape plan and building elevations (a "Site Plan Submittal") for the specific subarea(s) or portion of specific subarea(s) for review and approval by DPD (each, a "Site Plan Approval"). Review and approval by DPD is intended to assure that specific development components substantially conform with the Planned Development and to assist the City in monitoring ongoing development. Site Plan Submittals (Section 17-13-0800) need only include that portion of the Property for which approval is being sought by the Applicant. If the Applicant is seeking approval for a portion of the Property that represents less than an entire subarea, only a Site Plan Submittal for such portion of the Property shall be required.

    Provided the Site Plan Submittal required hereunder is in general conformance with this Planned Development and the Design Guidelines, and provided Applicant has

timely provided all Site Plan Submittals, the Commissioner shall issue such Site Plan Approval and the Plan Commission shall conduct its review hearing of the Site Plan Submittal. Following approval by DPD, the approved Site Plan Approval, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the P.D.

After Site Plan Approval, changes or modifications may be made pursuant to the provisions of Statement 12. In the event of any inconsistency between approved plans and the terms of the P.D., the terms of the P.D. shall govern. Any Site Plan Submittal shall, at a minimum, provide the following information:

a. the boundaries of the property and a site plan identifying the proximity to public transit;

b. the footprint of the improvements;

c. location and dimensions of all parking spaces and loading berths;

d. preliminary landscaping plan prepared by a landscape architect;

e. all pedestrian circulation routes;

f. the location of any adjacent public improvements;

g. preliminary building sections and elevations of the improvements with a preliminary building materials list; and

h. statistical information applicable to the property limited to the following:

(1) floor area and floor area ratio;

(2) uses to be established;

(3) building heights;

(4) all setbacks, required and provided;

(5) floor area devoted to all uses (e.g. office, retail etc.);

(6) number of dwelling units (if applicable);

(7) number of parking spaces;

(8) number of loading spaces/berths;

(9) a School Impact Study (if residential); and

(10) an approved Site Plan by CDOT (as provided in Statement 3), Fire Prevention Bureau, Mayor's Office for People with Disabilities, and the Building Department's Division of Stormwater Management.

Site Plan Submittals shall include all other information necessary to illustrate substantial conformance to the P.D. and Design Guidelines

16. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the city approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The city encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii)* 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

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* Numbering sequence error in original document.

17. The Applicant acknowledges and agrees that the rezoning of the Property from an M2-3 Light Industry District to the DX-7 Downtown Mixed-Use District and then to this Residential-Business Planned Development ("P.D.") is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "downtown district" within the meaning of the ARO and permits the construction of 240 dwelling units in three subareas: 80 in Subarea A, 50 in Subarea B, and 110 in Subarea C (the "Project"). The Applicant intends to construct owner-occupied units.

Developers of owner-occupied projects in downtown districts must provide between 16 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability as described in subsection (F)(3) of the ARO, and may satisfy their affordable housing obligation through: (a) the establishment of on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof; provided, however, if the developer elects not to provide at least 25 percent of the required affordable units on-site, the in lieu fee amount per unit shall increase by 25 percent (the "Premium Fee").

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(3) of the ARO. As a result, the Applicant's affordable housing obligation is 48 (20 percent of 240). The Applicant has agreed to satisfy its affordable housing obligation by making a cash payment to the City's Affordable Housing Opportunity Fund in the amount of $13,048,920 (48 x the Premium Fee of $271,852.50 per unit), as adjusted in accordance with the ARO (the "Cash Payment"). It is hereby agreed that 50 percent of the Cash Payment (the "Gap Funds") shall be released from the Affordable Housing Opportunity Fund to a developer of an affordable housing project in the 27th Ward, as identified by DOH in consultation with the local Alderperson (the "Affordable Project"), to fill a gap in the Affordable Project's financing. DOH shall deposit the Gap Funds in escrow at the closing of the construction financing for the Affordable Project, provided the Affordable Project is subject to requirements and regulations pertaining to affordability that are stricter than the ARO requires.

If, following the passage of this P.D., the Applicant requests any material change to its method of compliance with the ARO, such as electing to locate affordable units on-site or off-site or changing the target affordability level, or chooses to decrease the number of dwelling units in the Project, after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending this P.D., provided however, the Applicant must update and resubmit the revised AHP form to DOH for review and approval and, at DOH's request, provide an informational presentation to the Plan Commission regarding such change. Prior to the issuance of any building permits for any residential building in the Project, including, without limitation, excavation or foundation permits, the Applicant must make the Cash Payment to the City for deposit in the Affordable Housing Opportunity Fund. The Commissioner of DOH may enforce remedies for any breach of this Statement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

18. The Applicant acknowledges that the Property is located in the Kinzie Industrial Corridor Conversion Area and has undergone a "rezoning" within the meaning of Chapter 16-8 of the Municipal Code (the "Industrial Corridor System Fund Ordinance"). As a result of this rezoning, the Planned Development is subject to the conversion fee provisions of the Industrial Corridor System Fund Ordinance. The purpose of the conversion fee is to mitigate the loss of industrial land and facilities in conversion areas by generating funds for investment in receiving industrial corridors in order to preserve and enhance the City's industrial base, support new and expanding industrial uses, and ensure a stable future for manufacturing and industrial employment in Chicago. The Applicant is required to pay the conversion fee in full prior to the issuance of the first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the conversion fee may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The amount of the conversion fee due prior to the issuance of a building permit shall be calculated based on the fee rate in effect at the time of payment.

19. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to the DX-7 Downtown Mixed-Use District.

[Existing Land-Use Map; Existing Zoning Map; Boundary and Property Line Map; Site Plan; Site Plan (Phase I Interim Condition); Podium Roof Plan; Podium Roof Plan (Phase I Interim Condition); Typical Plan; Typical Plan (Phase I Interim Condition); Landscape Plan; Landscape Plan (Phase I Interim Condition); Parkway Section; Landscape Detail; North Building Elevation; North Building Elevation (Phase I Interim Condition); West Building Elevation; West Building Elevation (Phase I Interim Condition); South Building Elevation (Phase I Interim Condition); East Building Elevation (Phase I Interim Condition); and Façade Axon Details (Podium Levels, Parking and Upper Levels) Referred to in these Plan of Development Statements printed on pages 24651 through 24674 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. _____.

Bulk Regulations And Data Table.

Gross Site Area (square feet):	110,966 square feet
Area of Public Rights-of-Way (square feet):	36,274 square feet
Net Site Area (square feet):	74,692 square feet
Subarea A:	36,528 square feet
Subarea B:	9,943 square feet
Subarea C:	28,221 square feet
Maximum Floor Area Ratio:	11.5
Subarea A:	8.35
Subarea B:	15.69
Subarea C:	14.09
Maximum Proposed Dwelling Units:	240
Subarea A:	80
Subarea B:	50
Subarea C:	110
Maximum Off-Street Parking Spaces:	360
Subarea A:	195*
Subarea B:	0
Subarea C:	165
Minimum Bicycle Parking Spaces:	1 per dwelling unit
Minimum Off-Street Loading Berths:	2 (10 feet by 25 feet) per Subarea
Maximum Building Height:	
Subarea A:	438 feet
Subarea B:	301 feet
Subarea C:	538 feet
Minimum Setbacks:	In accordance with plans

* Parking in Subarea A is to be shared between Subareas A and B.

Final For Publication

ARO Intake Application

Submission ID: 899906

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirely online at: https://codelibrary.amlegal.com/codes/chicago/latest/chicago_il/0-0-0-2598874

The Pilsen-Little Village ARO Pilot shall expire without further action by the City Council on 12/31/2023 and its requirements have been incorporated into this web form. More information is available in Section 2-44-105 of the City's Municipal Code.

PLEASE READ CAREFULLY. This form requires several steps and does NOT support an automatic save or save for later function. Before starting the submission process, please gather and complete all the necessary documentation outlined in Article 5.1.2 of the ARO Rules, and listed below. Please start by first completing the Affordable Unit Details Worksheet, available for download here. The Affordable Unit Details Worksheet is required to be submitted as an attachment under Step 4 of this submission.

If affordable units are proposed, please ensure that you have the following documents ready to submit when prompted:

- Affordable Unit Mix Details and Square Footage Spreadsheet
- Dimensional Floor Plans with affordable units highlighted
- If affordable units are proposed off-site, off-site unit application as detailed in Article 6.2.5 of the ARO Rules.
- If affordable units are proposed as authorized agency units, a signed acceptance letter from the authorized agency

Your application will be reviewed when all required documentation has been received. Additional documents may be requested during the review period by DOH staff.

The ARO Rules are available online at www.chicago.gov/ARO. If you have any questions about completing this application, please contact ARO@cityofchicago.

Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name *
Sulo Development

Applicant Contact Person *
Dominic Sulo

Applicant Email *
dominic@sulodevelopment.com

Applicant Phone *
(708) 254-4878

Applicant Address *
1809 W. Chicago Ave., Unit 4E

Attorney Name *
Katie Jahnke Dale

Attorney Email *
katie.dale@us.dlapiper.com

Development Information

Development Address:

From *
1325

To

Direction *
W

Street Name *
FULTON

Zip Code *
606071123

Ward *
27

ARO Zone *
Downtown

Development Name *
1325 W. Fulton

If you are working with a Planner at the City, what is his/her/their name?

Zoning Application Number (if applicable)

Council Introduction Date *
9/18/2024

Is your project currently in, or do you plan to rezone to, a downtown zoning district? *

ARO Trigger *
Zoning Entitlement

Development Type *
Ownership

Total Units *
240

Is your Project in a Transit Served Location? *
with 4.0 FAR (100% on-site requirement)

Estimated date marketing will begin *

Final For Publication

5/1/2025

Estimated date of building permit (in-lieu fee, $5,000 per off-site unit administration fee, and recorded covenant are required prior to issuance of any building permits) *

7/1/2026

ARO Requirements

ARO Option

20% at 60% average AMI
16% at 50% average AMI
13% at 40% AMI
10% at 30% AMI

ARO Option

20% at 100% AMI
16% at 80% AMI

ARO Option *

10% SETASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI

ARO Option *

10% AT A WEIGHTED AVERAGE OF 100% AMI
8% AT A WEIGHTED AVERAGE OF 80% AMI

Affordable Units Required *	Minimum On-Site Units *	Maximum Units Paid For In-Lieu *
48	0	24
Proposed On-Site Units *	**Proposed Off-Site Units ***	**Proposed In-Lieu Units ***
0	0	48
In-Lieu Amount Owed *	**On-Site Units To CLIHTF or CHA ***	
$13,048,920	0	

*The Applicant has agreed to satisfy its affordable housing obligation by making a cash payment to the City's Affordable Housing Opportunity Fund in the amount of $13,048,920 (48 x the Premium Fee of $271,852.50 per unit)

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in lieu fee or provide an additional unit to satisfy the fractional obligation. The in lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in lieu fee].

Off Site Address:

From	To	Direction	Street Name
		Select One	Select One

Zip Code	Ward	ARO Zone

Off-Site Type

Select One

Off-Site Admin Fee

$ 0.00

Forms

Unit Mix and Square Footage Spreadsheet *

1325 W Fulton ARO Spreadsheet.xlsx

Dimensioned Floor Plans with affordable units highlighted

If ARO units are CLIHTF or CHA, attach signed acceptance letter

If off-site units are new construction, attach:

a. Schematic and design development drawings for on-site units

b. Schematic and design development drawings for off-site units

If off-site units are rehab, please attach the following documents:

a. Schematic and design development drawings for on-site units

b. Schematic and design development drawings for off-site units

c. A Physical Needs Assessment (PNA)

d. Surveys

e. Outstanding code violations

f. Scope of work and estimated cost of renovations

Off-Site Units Only: Documents Required for Architectural Approval Letter

a. Owner Sworn Statement

b. GC Sworn Statement

c. Bounday Survey

d. Draft permit application prior to submission to the Department of Buildings (DOB)

e. Final construction drawings stamped by the architect of record prior to submission to DOB

Final For Publication

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

a. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH

b. A copy of the front and back of each building permit for each property with all DOB signoffs

c. A copy of the Certificate of Occupancy for each property (if applicable)

d. Final GC and Owner Sworn Statements

e. All final waivers of lien or a title report showing no liens for each property

f. As built Survey (new construction)

g. Final Issued for Construction Permitted Construction Drawings

h. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *

Emily L Becker

Summary

Work Log

Submission Date: 08/14/2024 04:39:12 PM
Amended Date:
Admin Amended Date:
Admin Amended By:
Admin Amended Justification:

Final For Publication

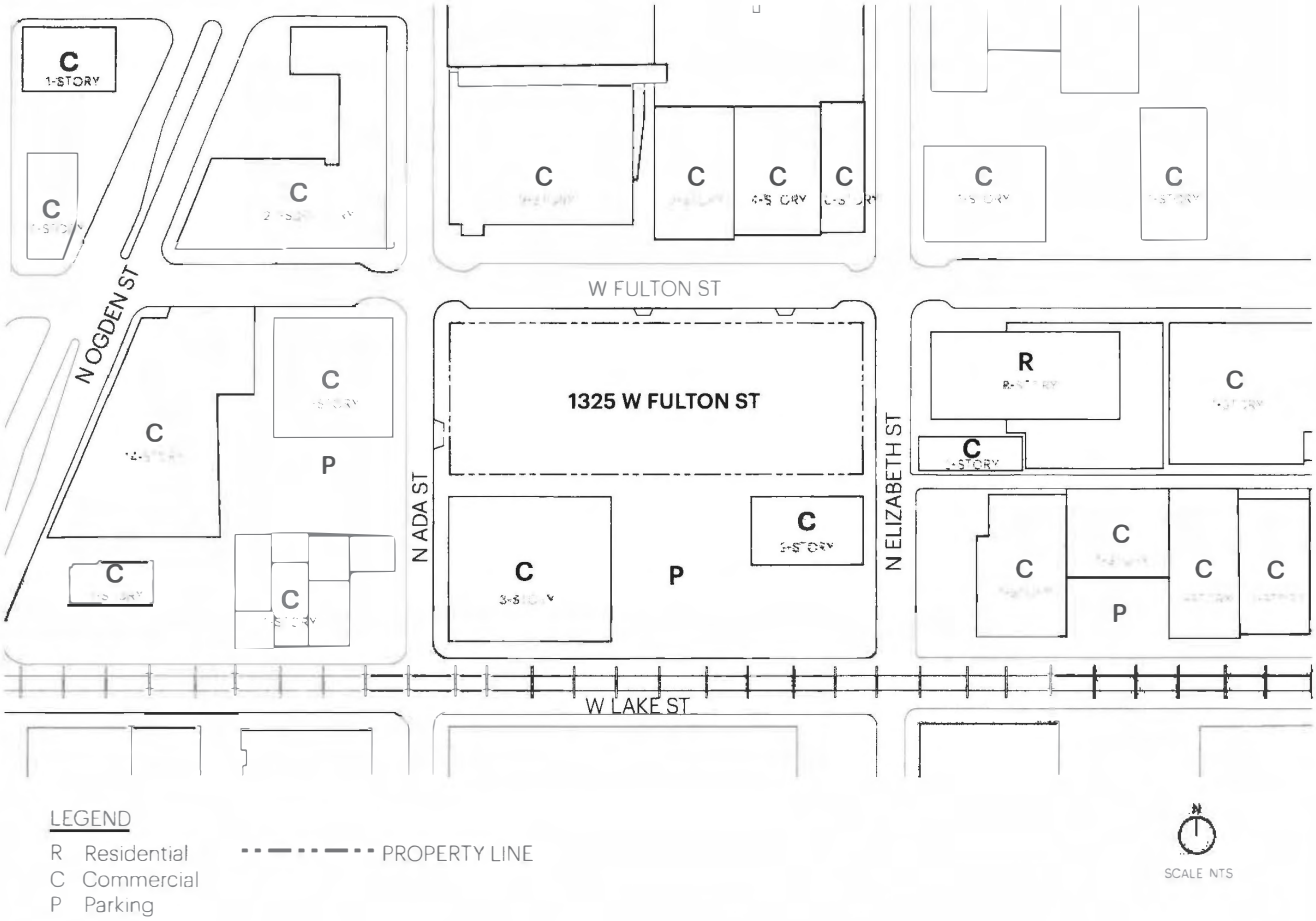

EXHIBIT 1: EXISTING LAND USE MAP

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

KPF ParkFowler Plus

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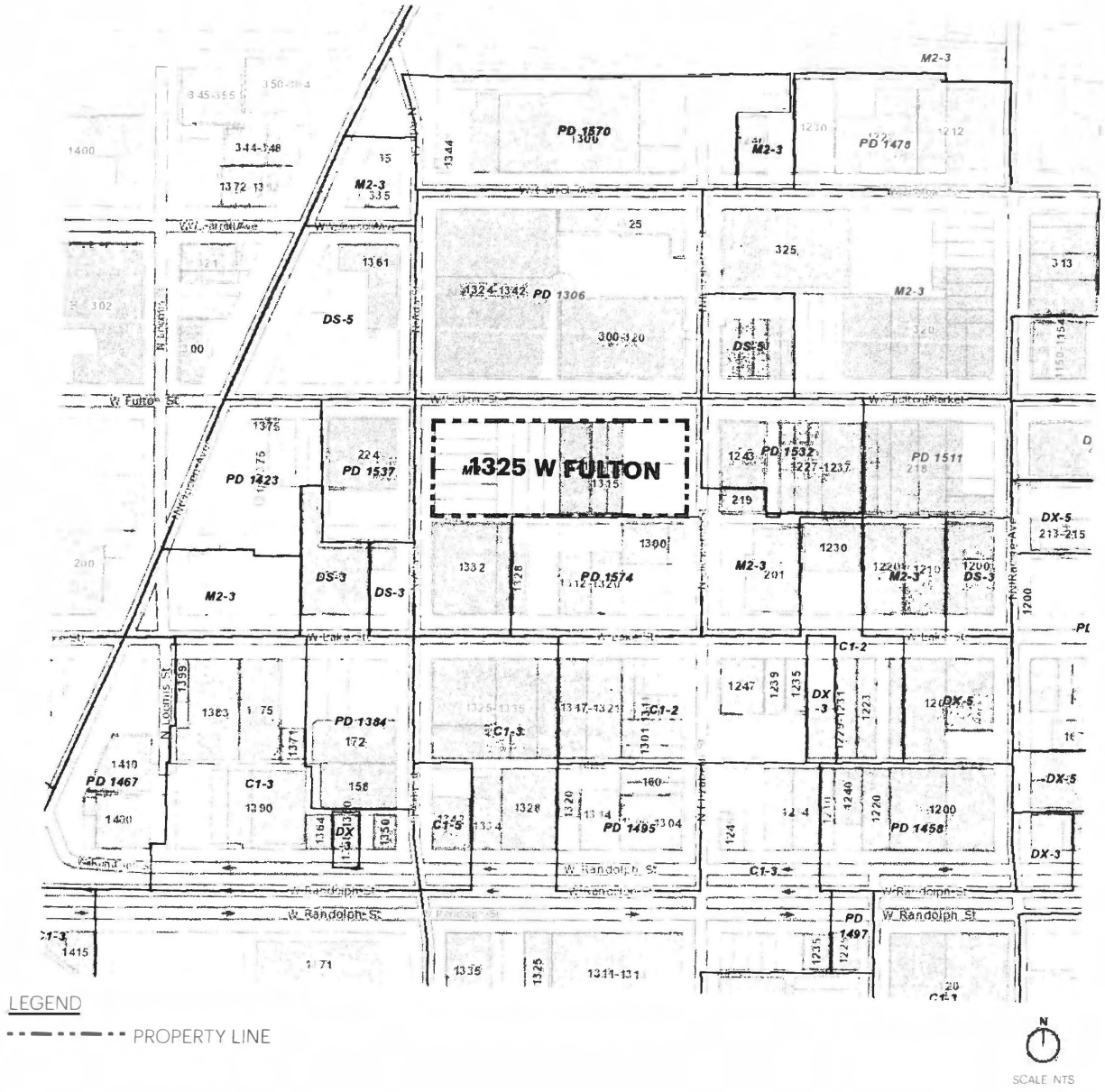

EXHIBIT 2: EXISTING ZONING MAP

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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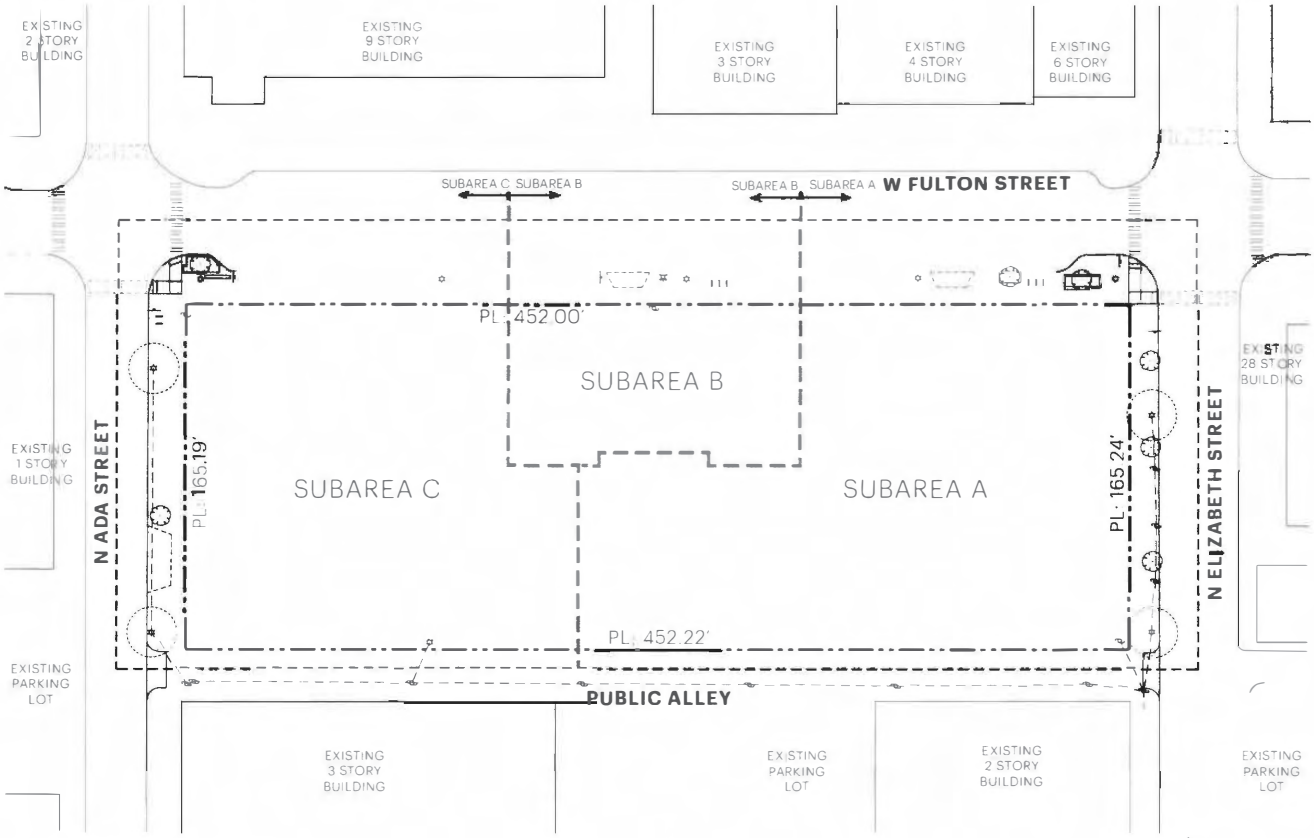

SUBAREA A	
NET SITE AREA:	36,528 SF
AREA IN RIGHT OF WAY	15,800 SF
GROSS SITE AREA	51,659 SF

SUBAREA B	
NET SITE AREA:	9,943 SF
AREA IN RIGHT OF WAY	5,665 SF
GROSS SITE AREA	16,204 SF

SUBAREA C	
NET SITE AREA:	28,221 SF
AREA IN RIGHT OF WAY	14,809 SF
GROSS SITE AREA	43,105 SF

TOTAL SITE AREA	
NET SITE AREA:	74,692 SF
AREA IN RIGHT OF WAY	36,274 SF
GROSS SITE AREA	110,966 SF

EXHIBIT 3: PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE

Applicant: 1325 West Fulton LLC
Address: 1325 West Fulton St, Chicago, IL 60607
Introduced: September 18, 2024
Plan Commission: January 16, 2025
1612702464.4

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Final For Publication

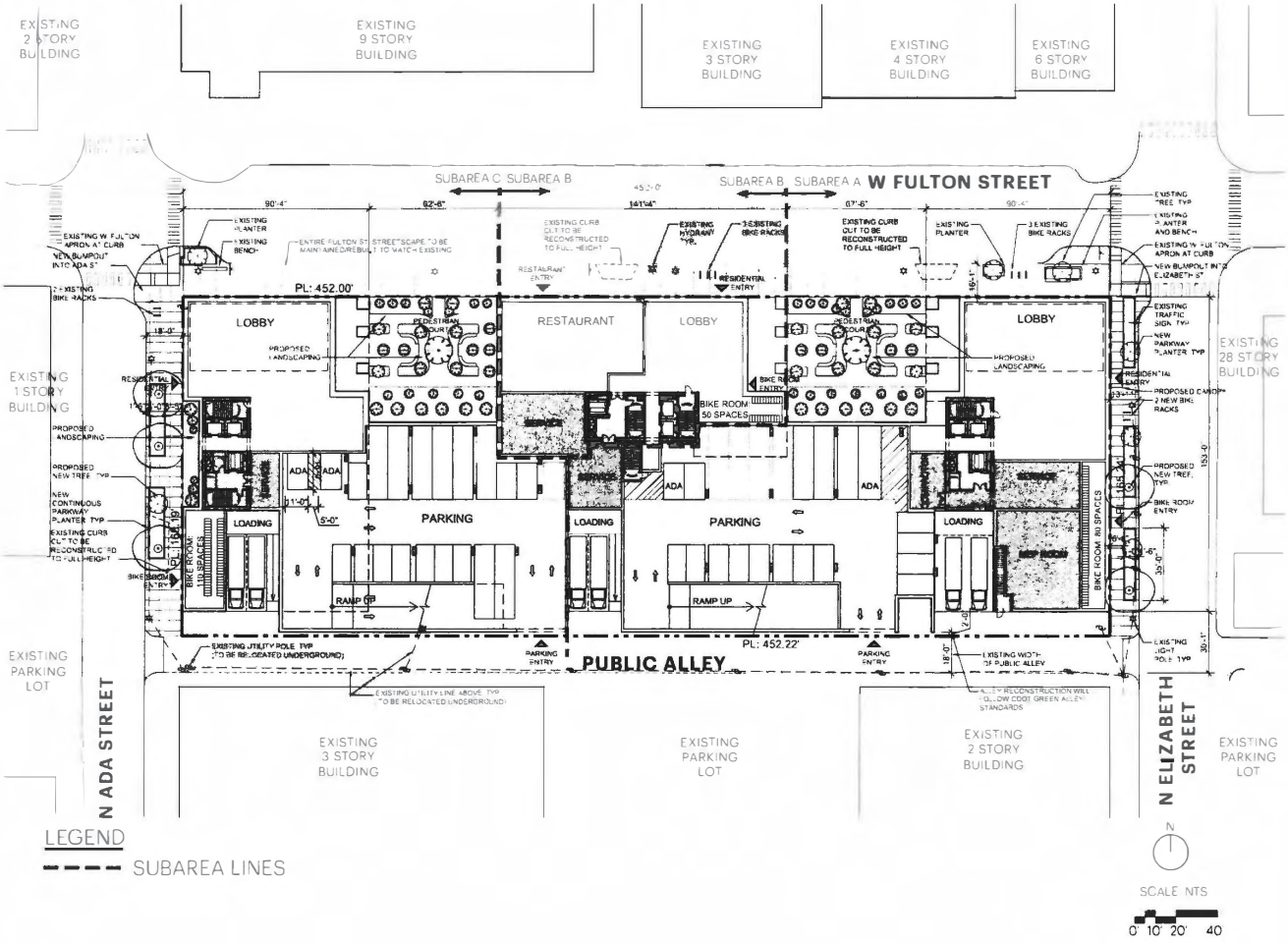

EXHIBIT 4: SITE PLAN

Applicant: 1325 West Fulton LLC
Address: 1325 West Fulton St, Chicago, IL 60607
Introduced: September 18, 2024
Plan Commission: January 16, 2025
1612702464.4

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Final For Publication

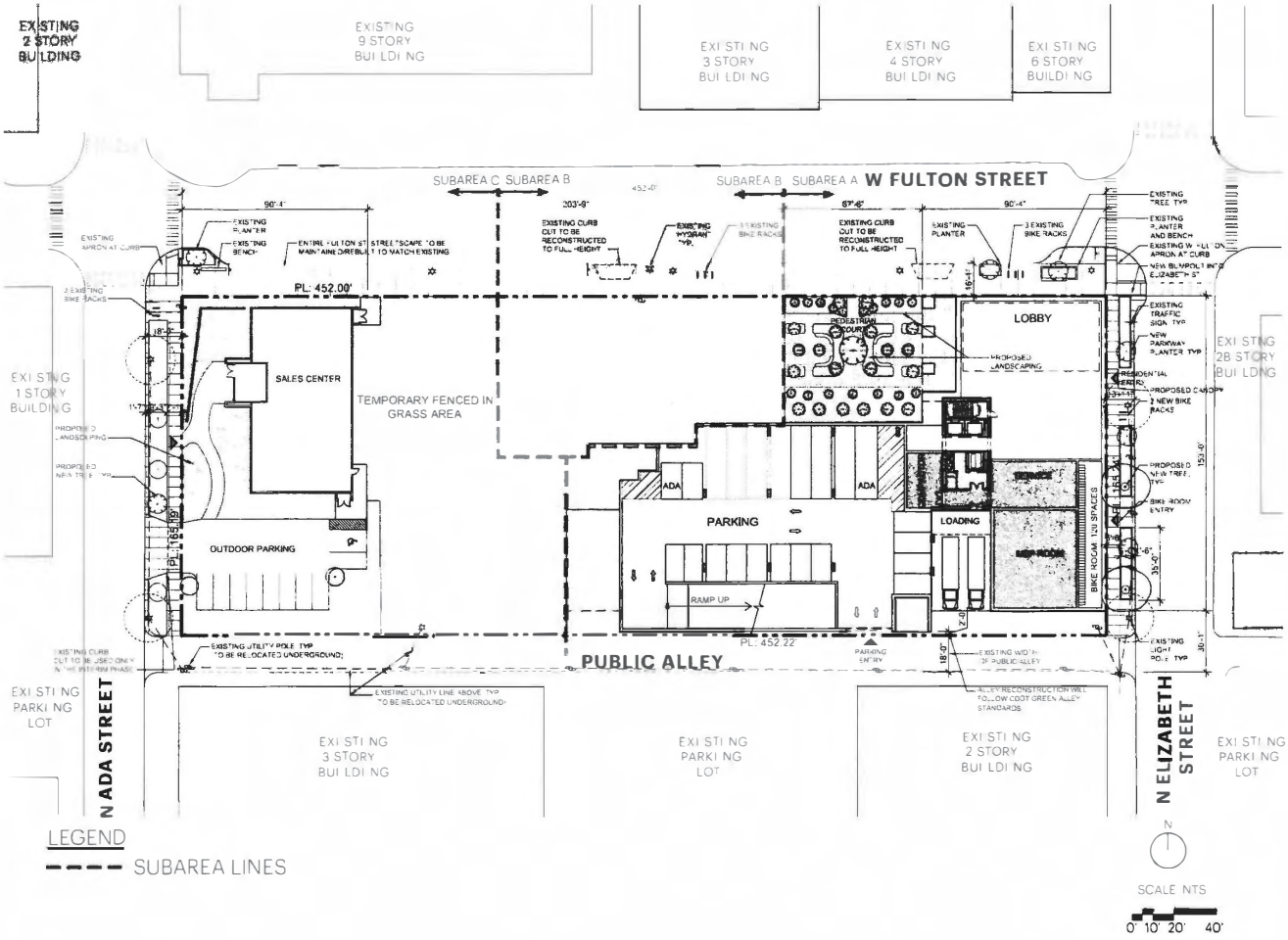

EXHIBIT 4A: SITE PLAN (PHASE I INTERIM CONDITION)

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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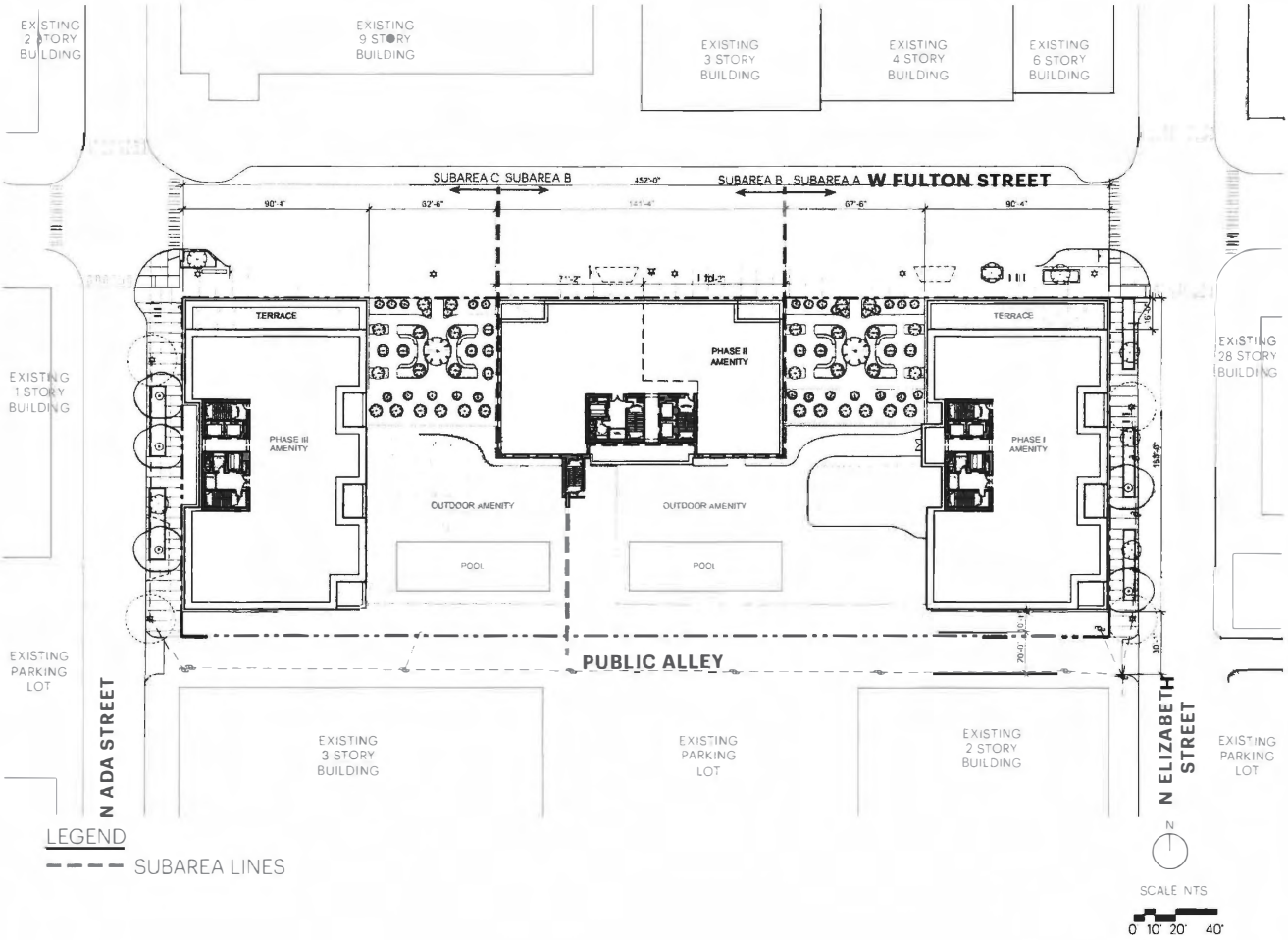

EXHIBIT 5: PODIUM ROOF PLAN

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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Final For Publication

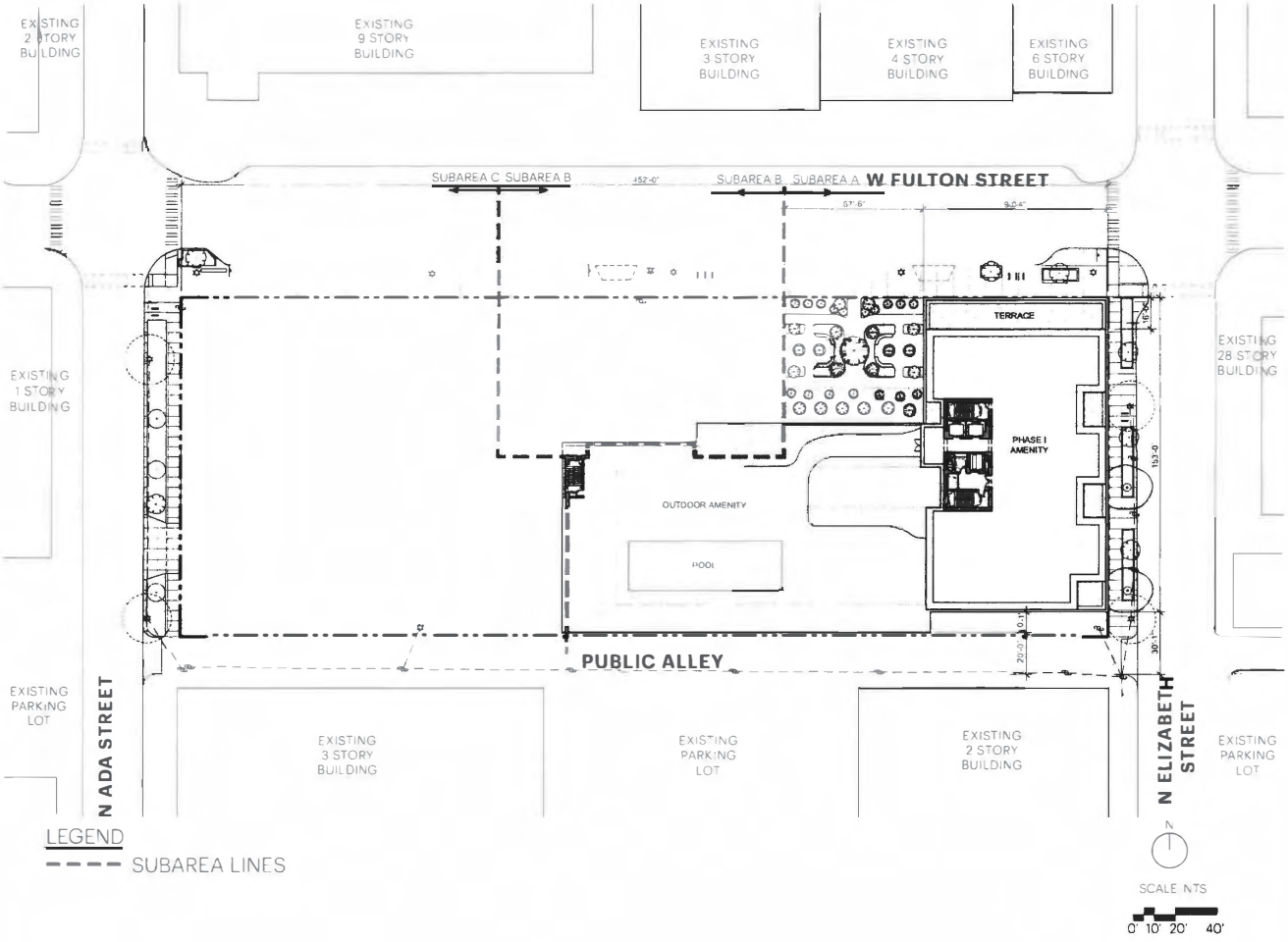

EXHIBIT 5A: PODIUM ROOF PLAN (PHASE I INTERIM CONDITION)

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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Final For Publication

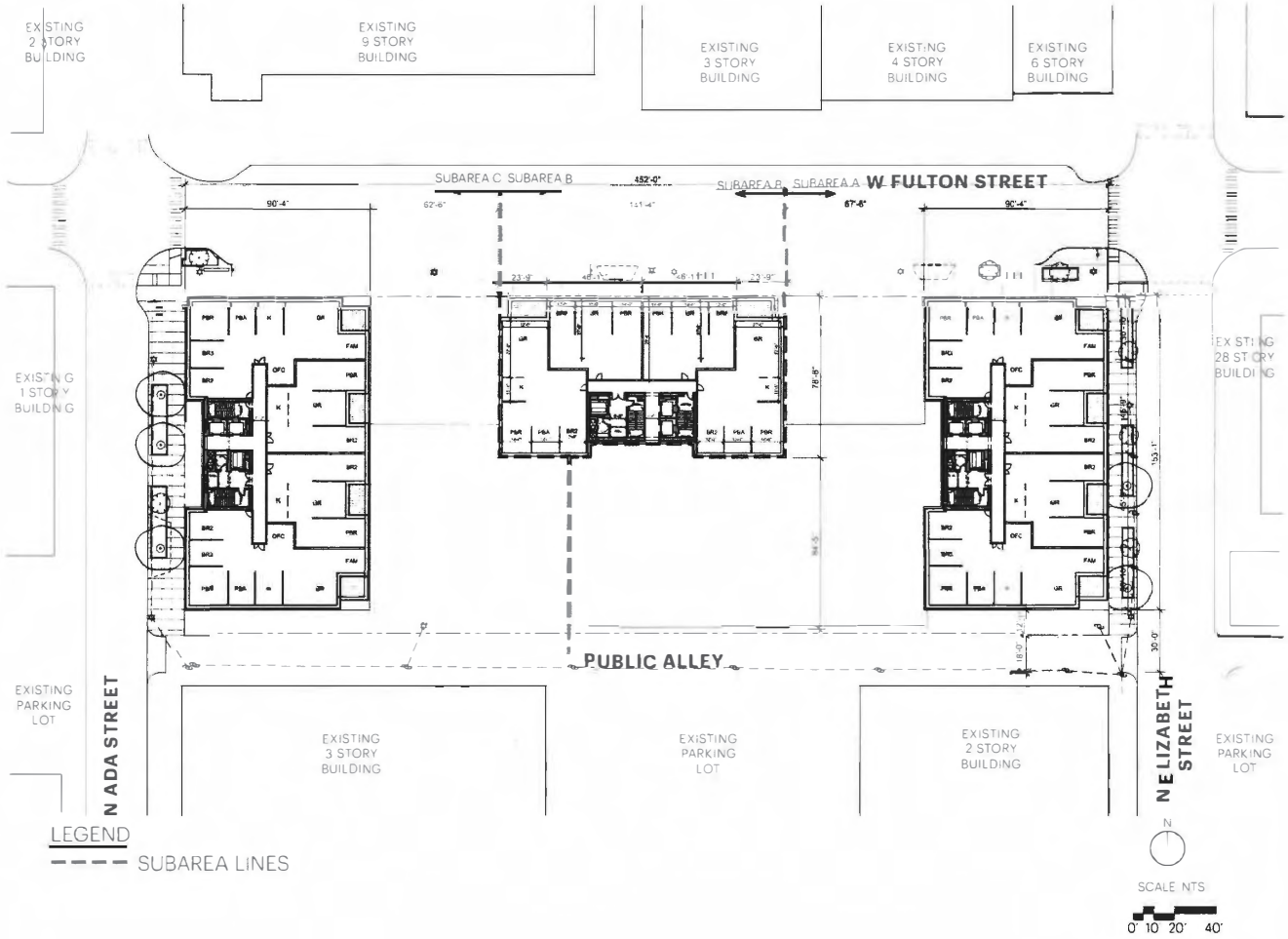

EXHIBIT 6: TYPICAL PLAN

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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Final For Publication

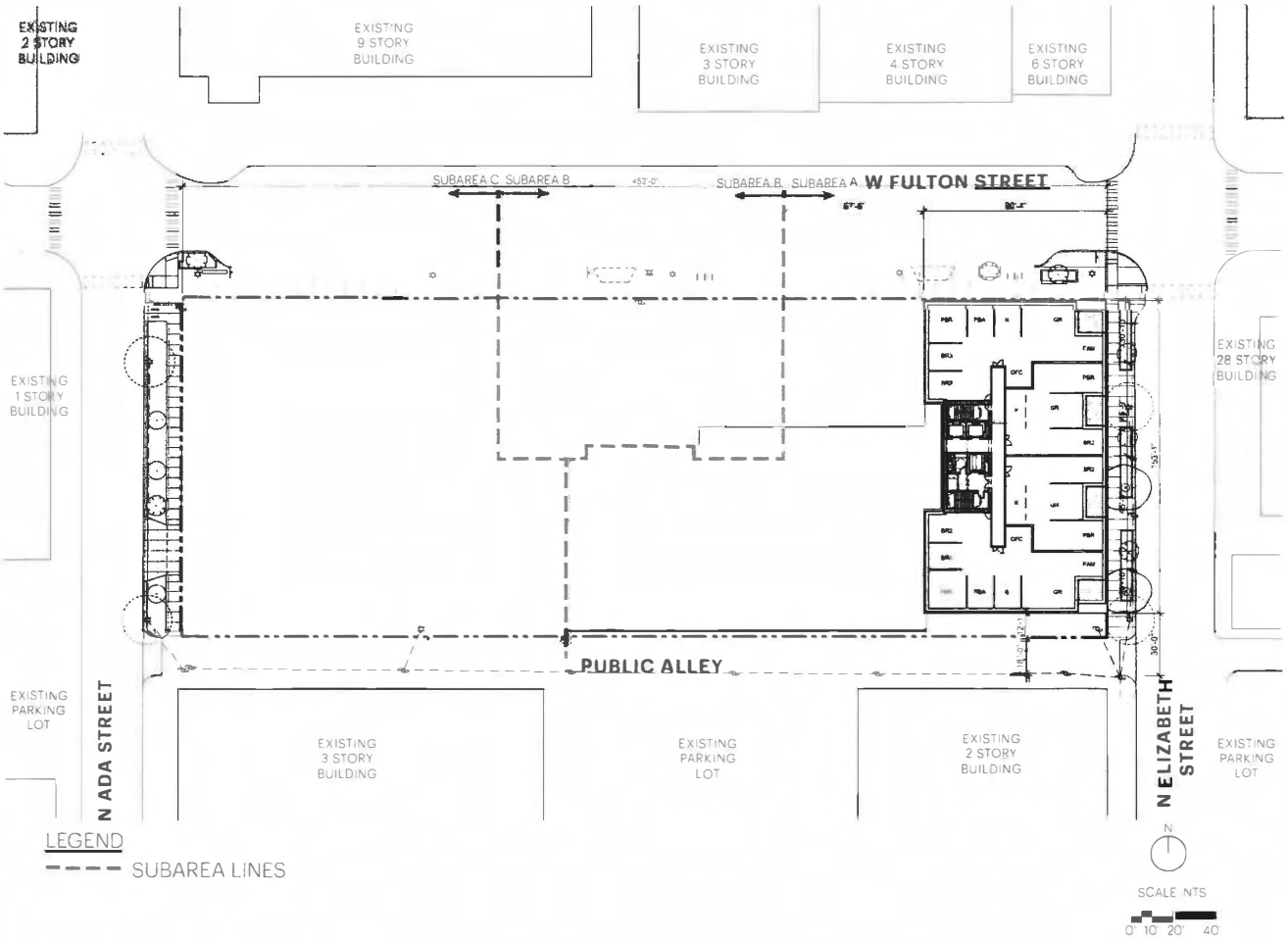

EXHIBIT 6A: TYPICAL PLAN (PHASE I INTERIM CONDITION)

Applicant: 1325 West Fulton LLC
Address: 1325 West Fulton St, Chicago, IL 60607
Introduced: September 18, 2024
Plan Commission: January 16, 2025
1612702464.4

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Final For Publication

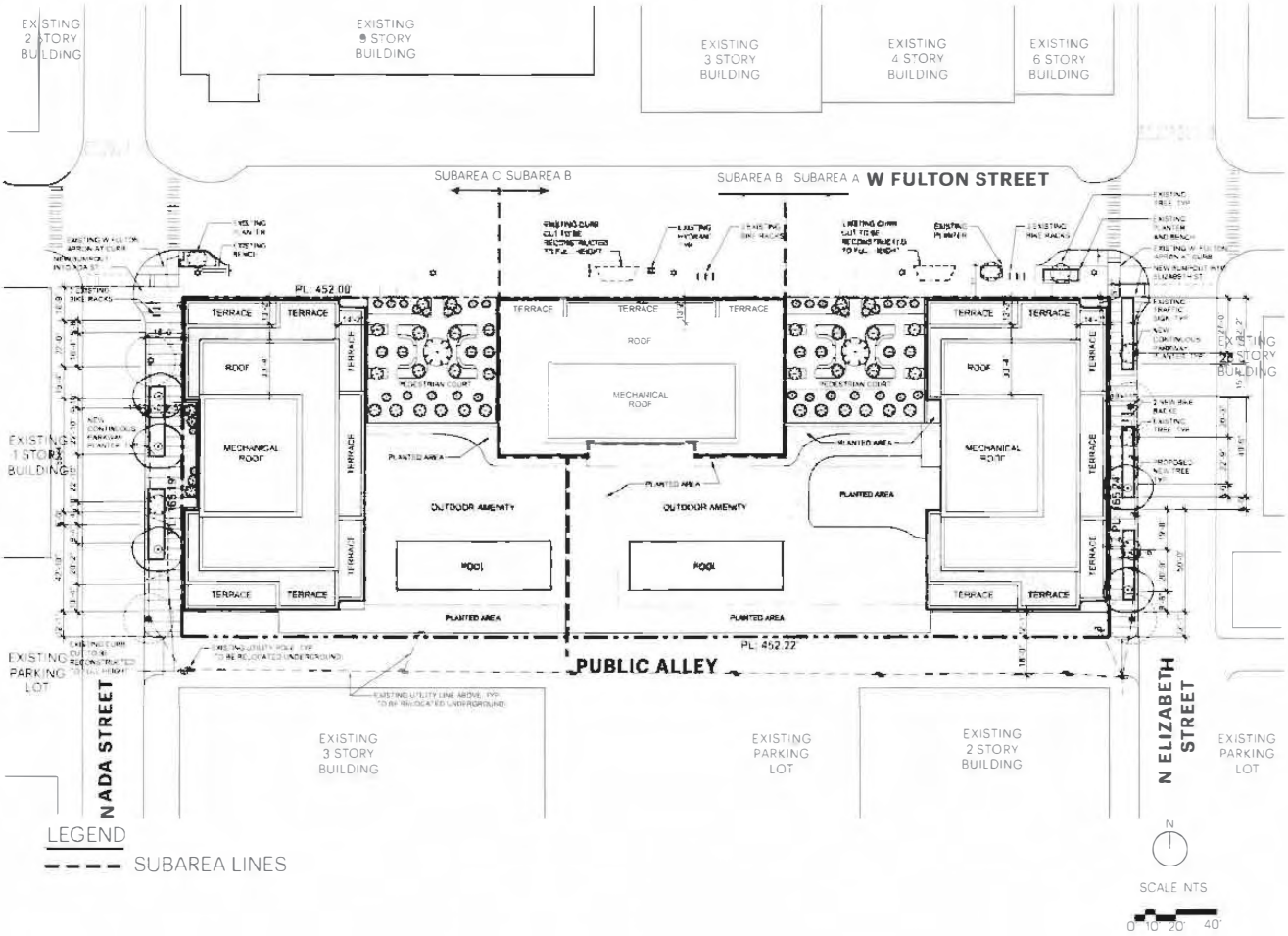

EXHIBIT 7: LANDSCAPE PLAN

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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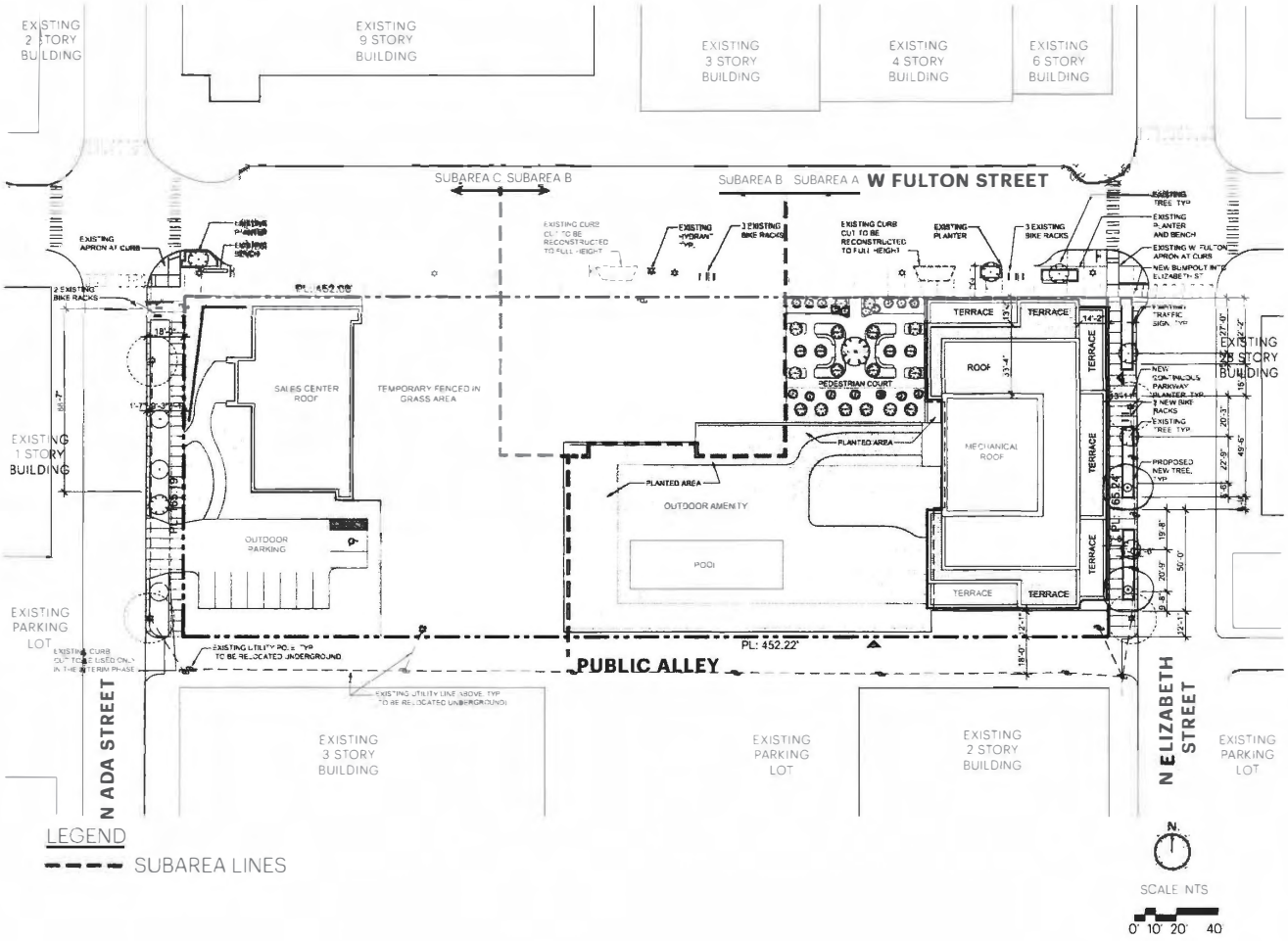

EXHIBIT 7A: LANDSCAPE PLAN (PHASE I INTERIM CONDITION)

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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Final For Publication

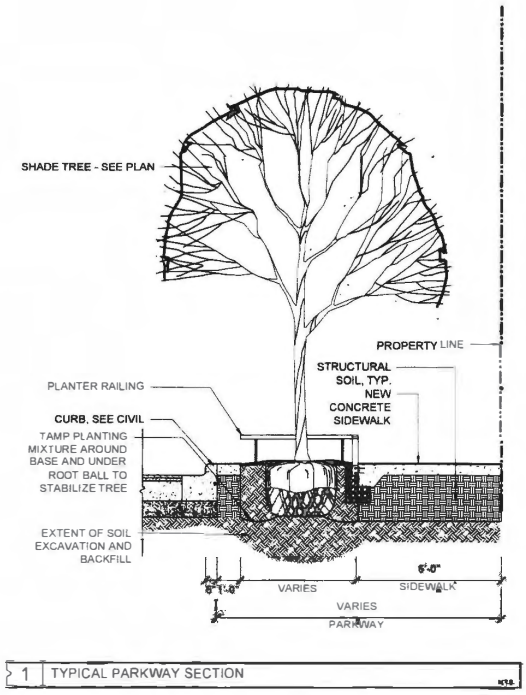

EXHIBIT 7B: PARKWAY SECTION

Applicant: 1325 West Fulton LLC
Address: 1325 West Fulton St, Chicago, IL 60607
Introduced: September 18, 2024
Plan Commission: January 16, 2025
1612702464.4

CONFLUENCE
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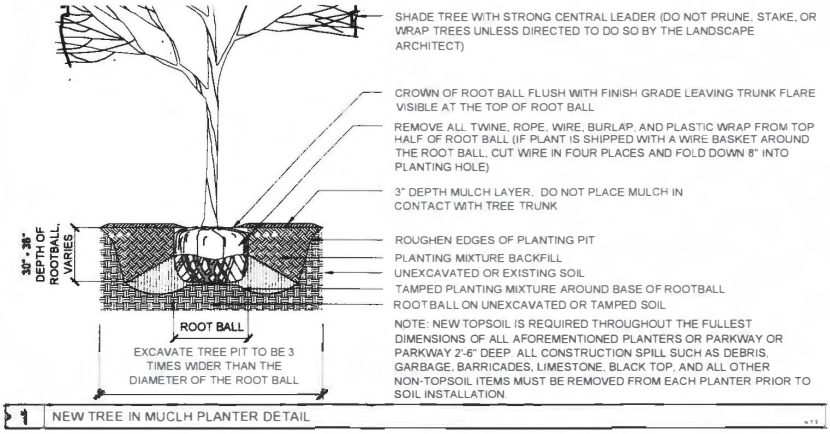
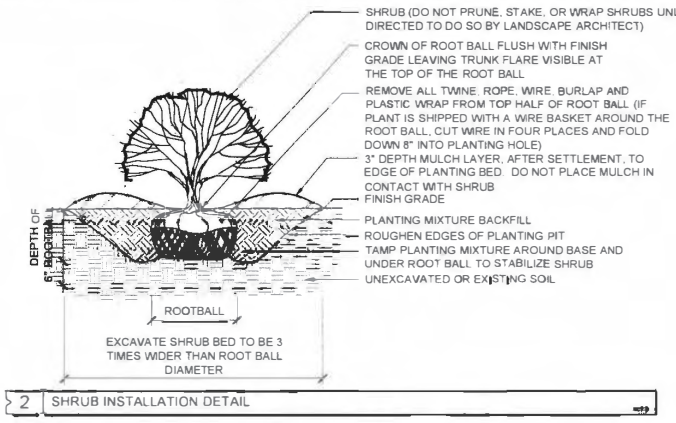




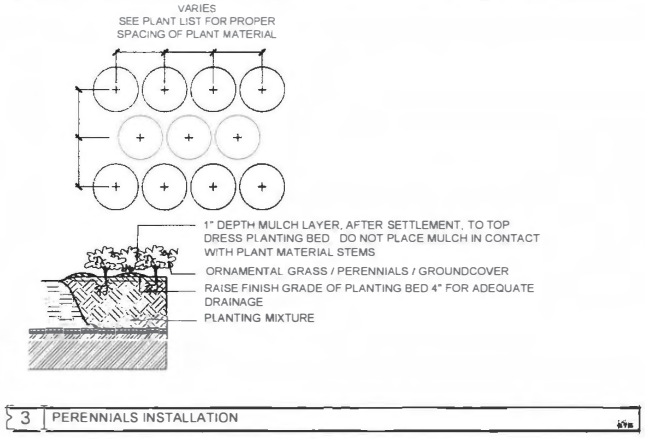
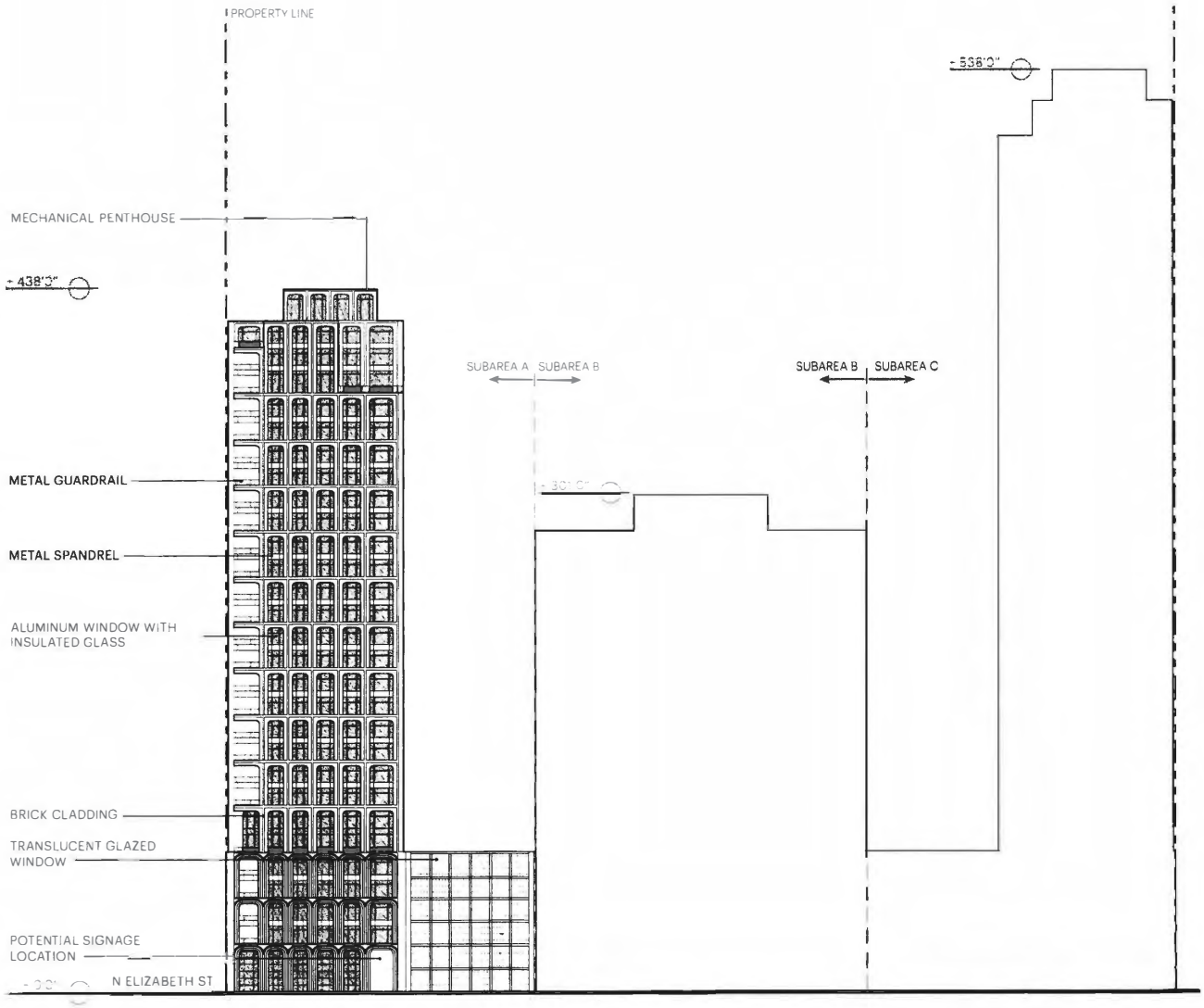


EXHIBIT 7C: LANDSCAPE DETAIL

Final For Publication



W Fulton St Elevation

EXHIBIT 8: NORTH ELEVATION

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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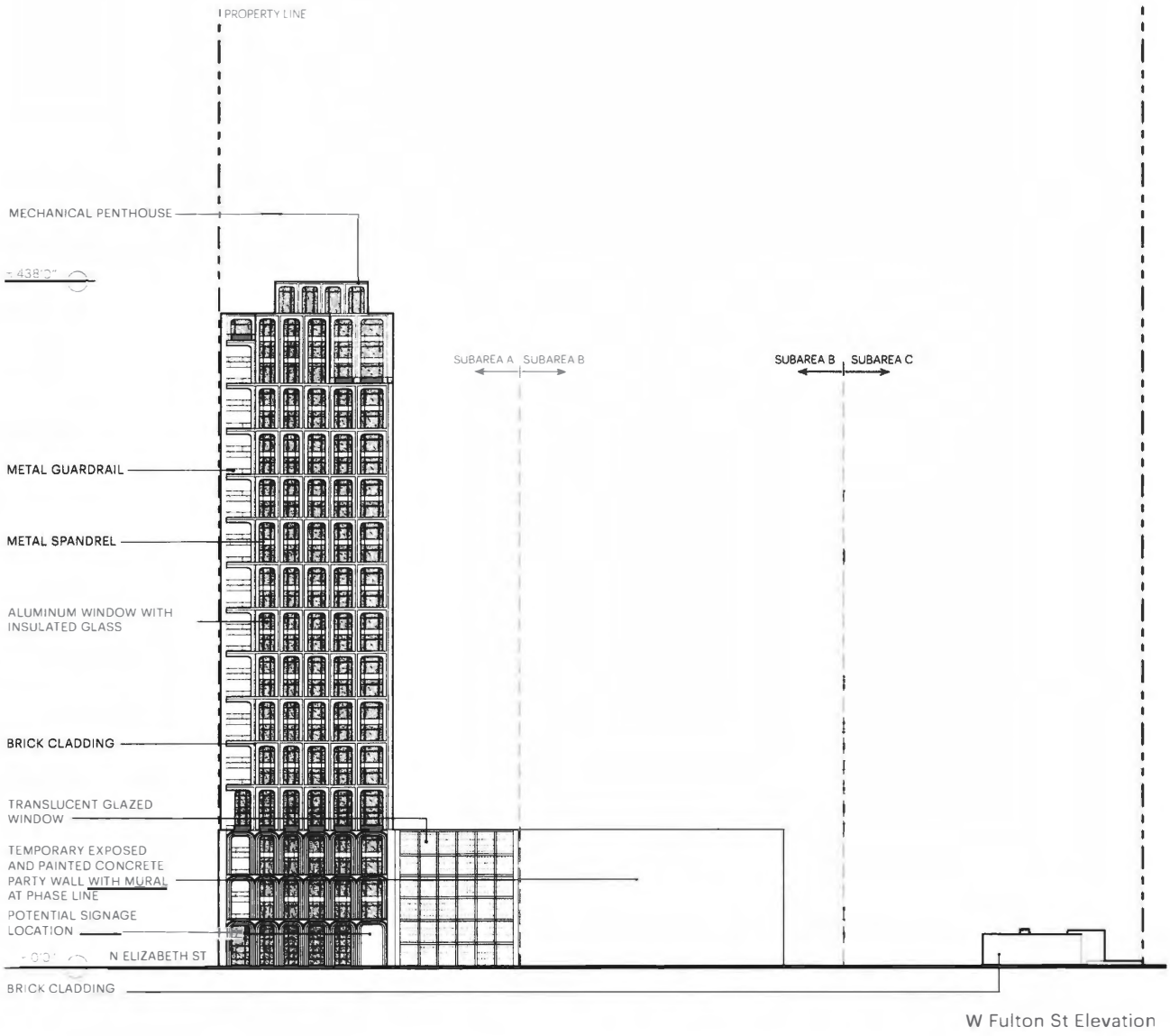
Final For Publication



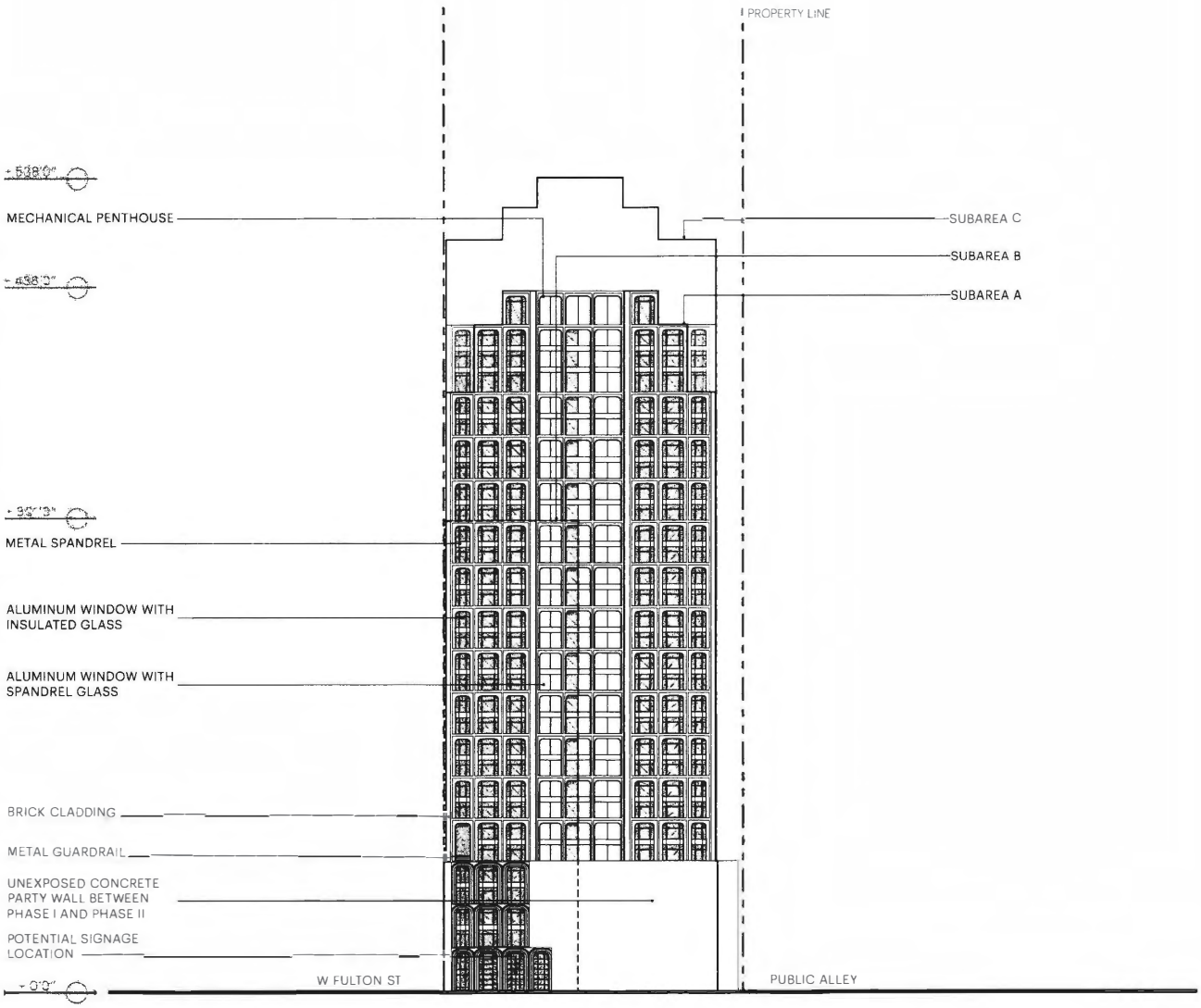
W Fulton St Elevation

EXHIBIT 8A: NORTH ELEVATION (PHASE I INTERIM CONDITION)

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

KPF ParkFowler Plus

Final For Publication



N Ada St Elevation

EXHIBIT 9: WEST ELEVATION

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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Final For Publication

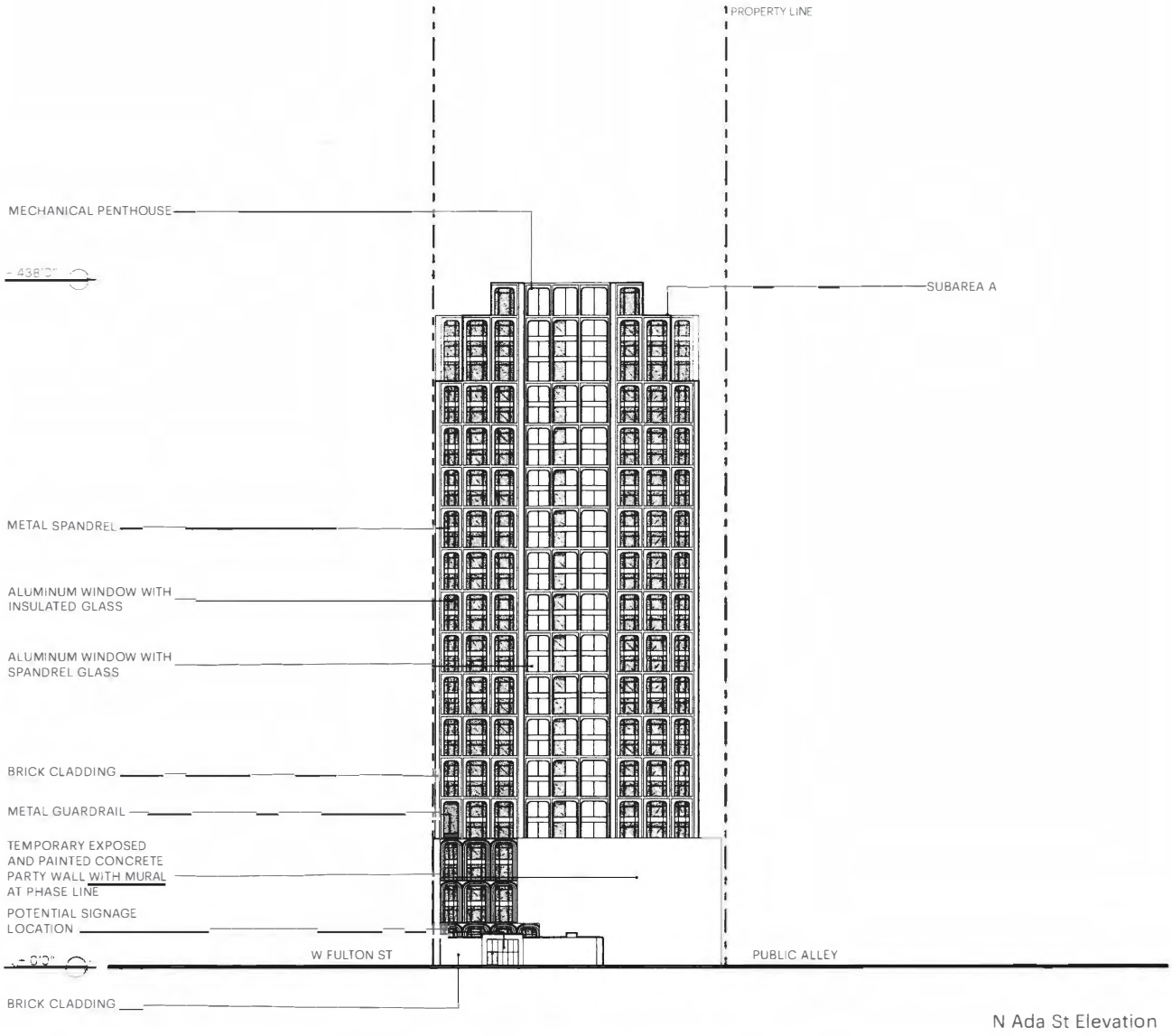
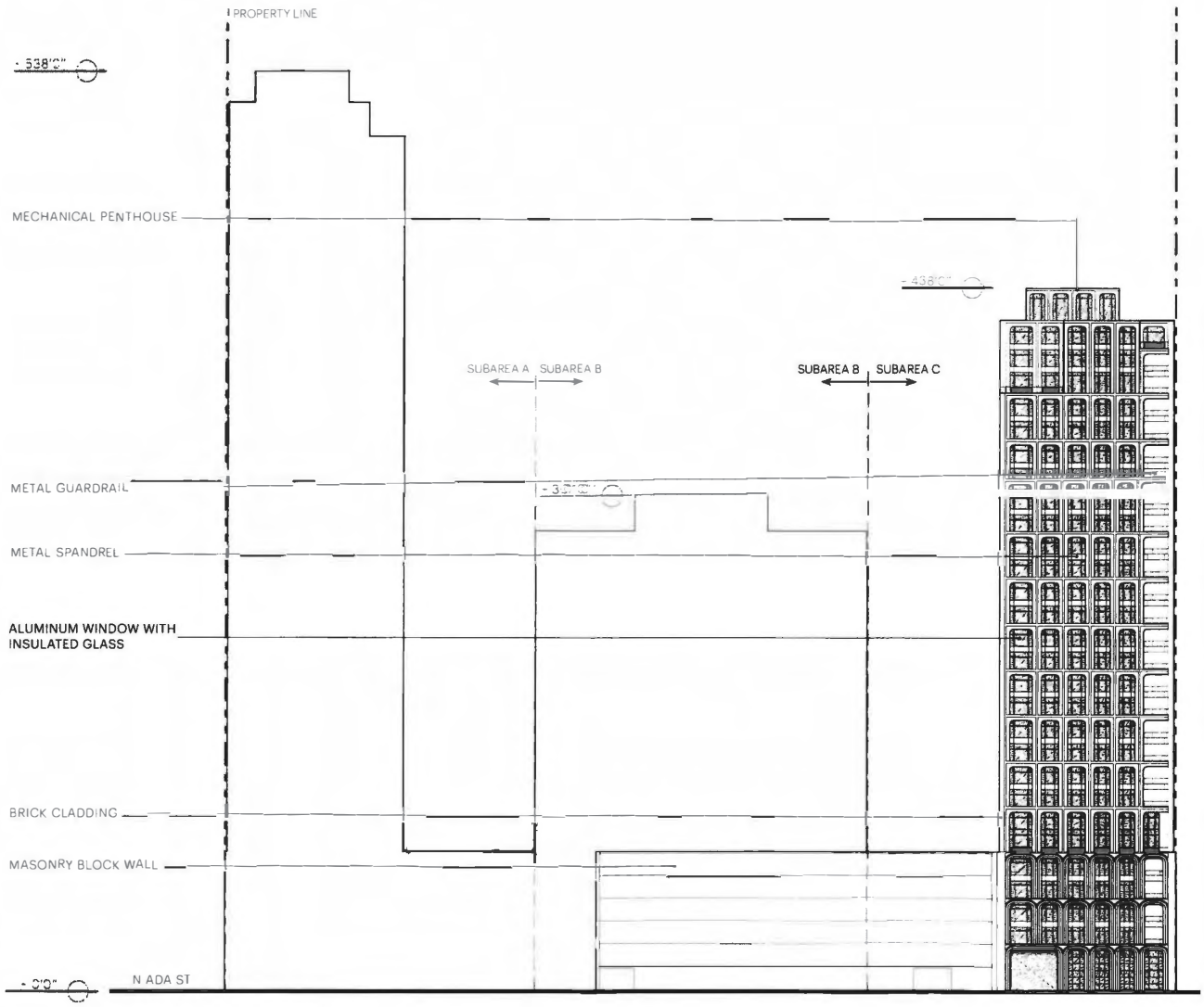


EXHIBIT 9A: WEST ELEVATION (PHASE I INTERIM CONDITION)

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

KPF ParkFowler Plus

Final For Publication



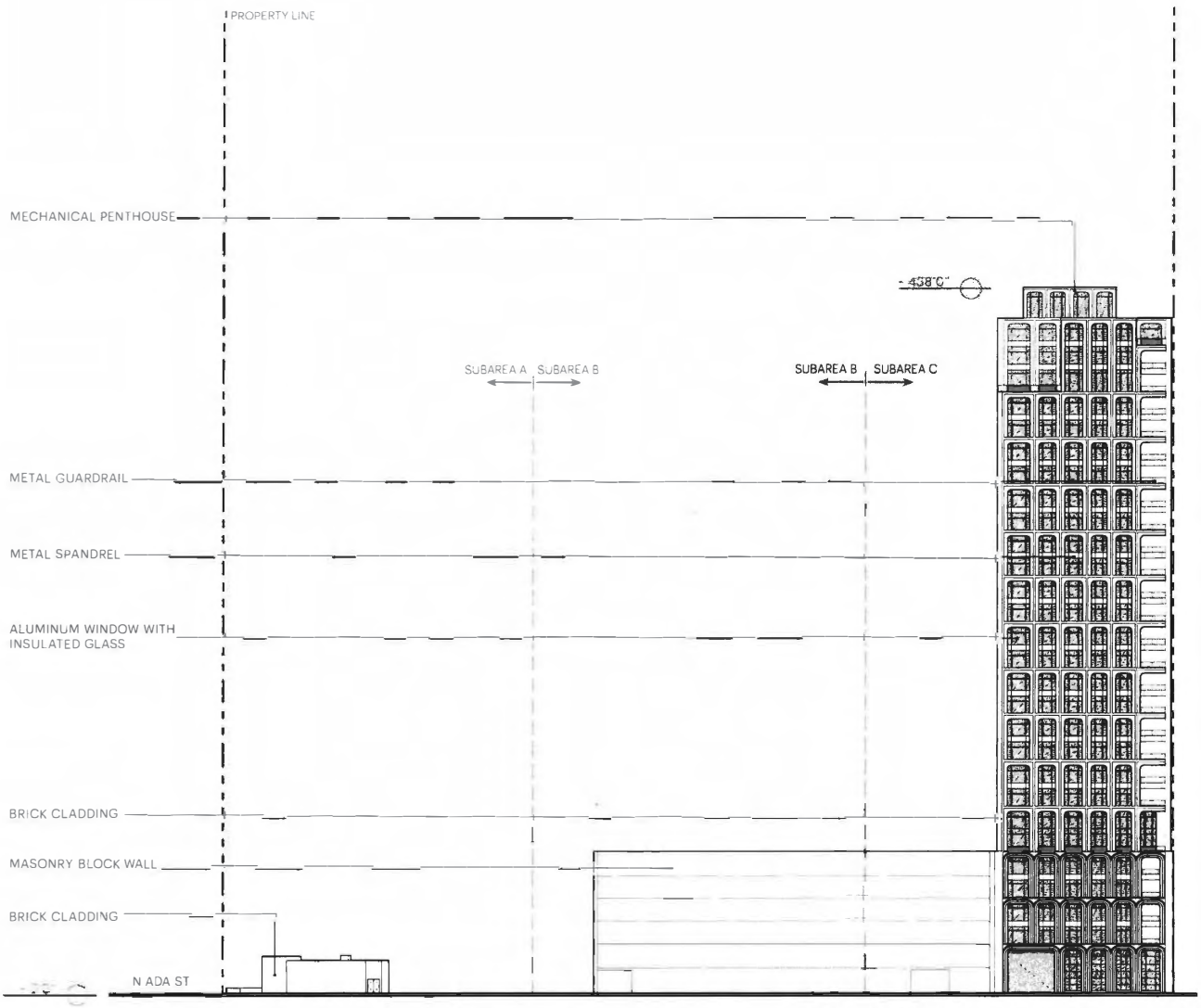
Public Alley Elevation

EXHIBIT 10: SOUTH ELEVATION

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

KPF ParkFowler Plus

Final For Publication



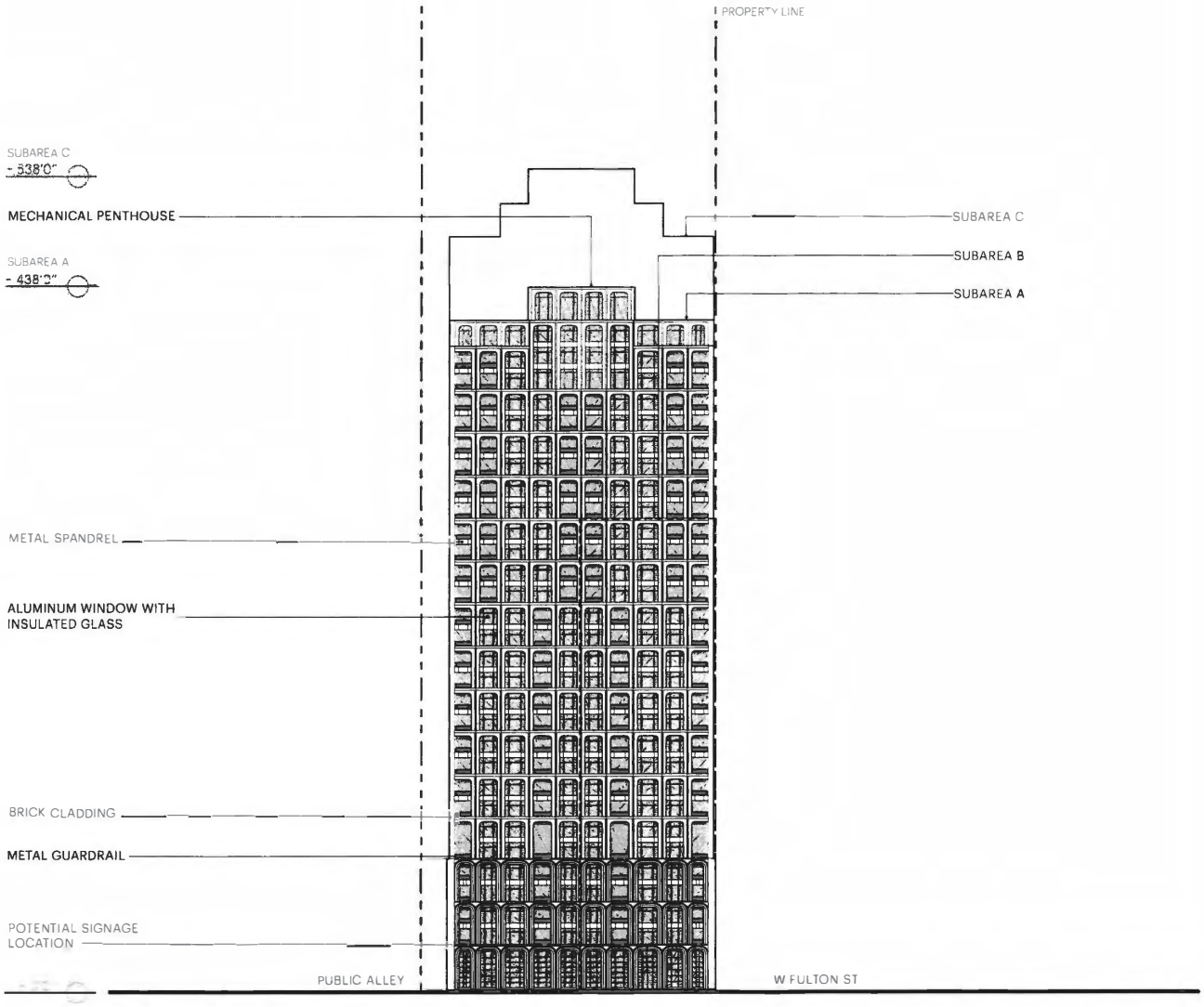
Public Alley Elevation

EXHIBIT 10A: SOUTH ELEVATION (PHASE I INTERIM CONDITION)

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

KPF ParkFowler Plus

Final For Publication



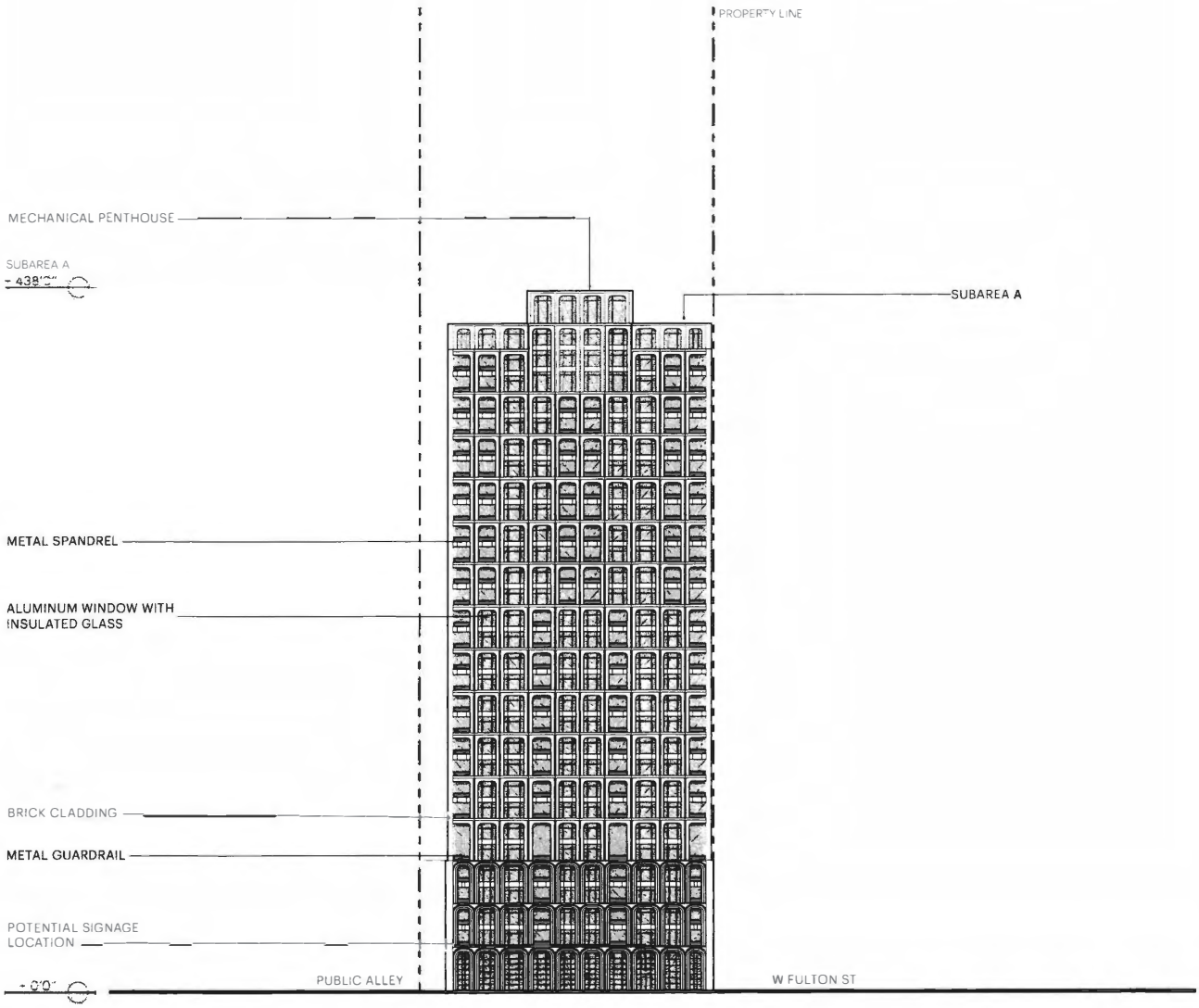
N Elizabeth St Elevation

EXHIBIT 11: EAST ELEVATION

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

KPF ParkFowler Plus

Final For Publication



N Elizabeth St Elevation

EXHIBIT 11A: EAST ELEVATION (PHASE I INTERIM CONDITION)

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

KPF ParkFowler Plus

Final For Publication



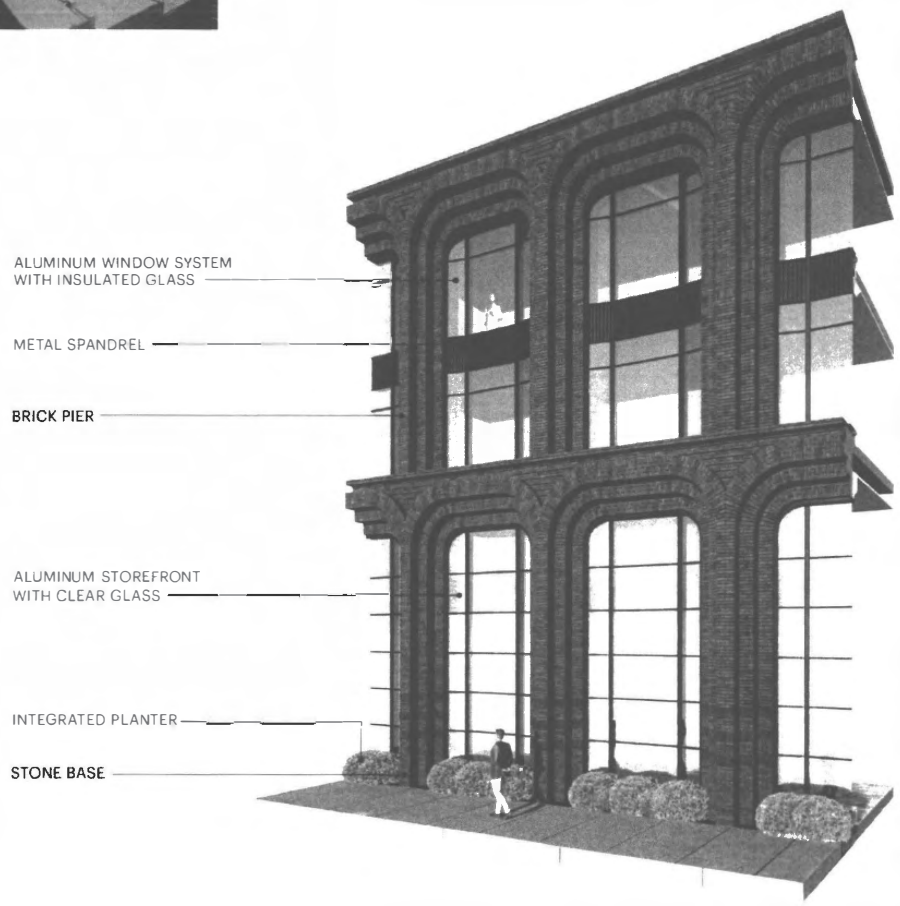


EXHIBIT 12A : FACADE AXON DETAILS (PODIUM LEVELS)

Applicant: 1325 West Fulton LLC
Address: 1325 West Fulton St, Chicago, IL 60607
Introduced: September 18, 2024
Plan Commission: January 16, 2025
1612702464.4

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Final For Publication

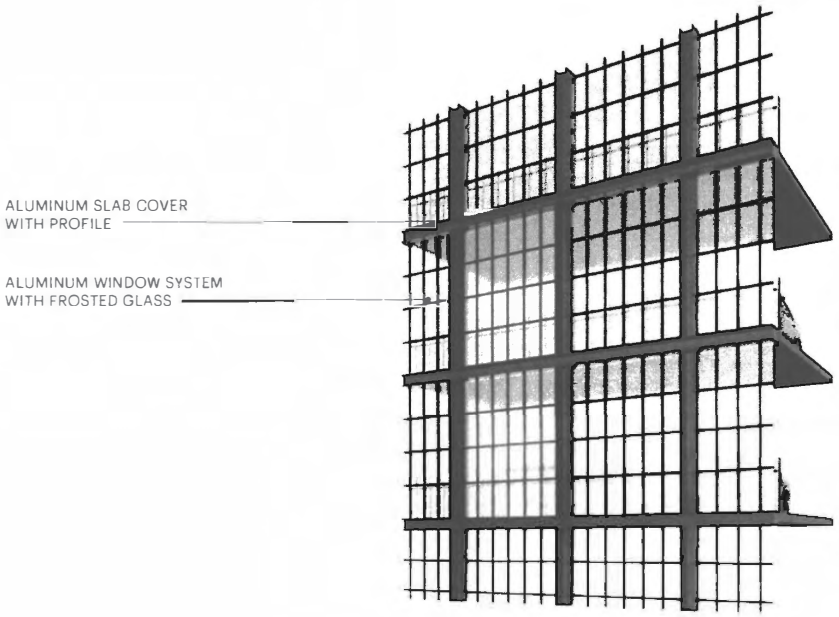

EXHIBIT 12B : FACADE AXON DETAILS (PARKING)

Applicant:	1325 West Fulton LLC
Address:	1325 West Fulton St, Chicago, IL 60607
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025
1612702464.4	

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Final For Publication

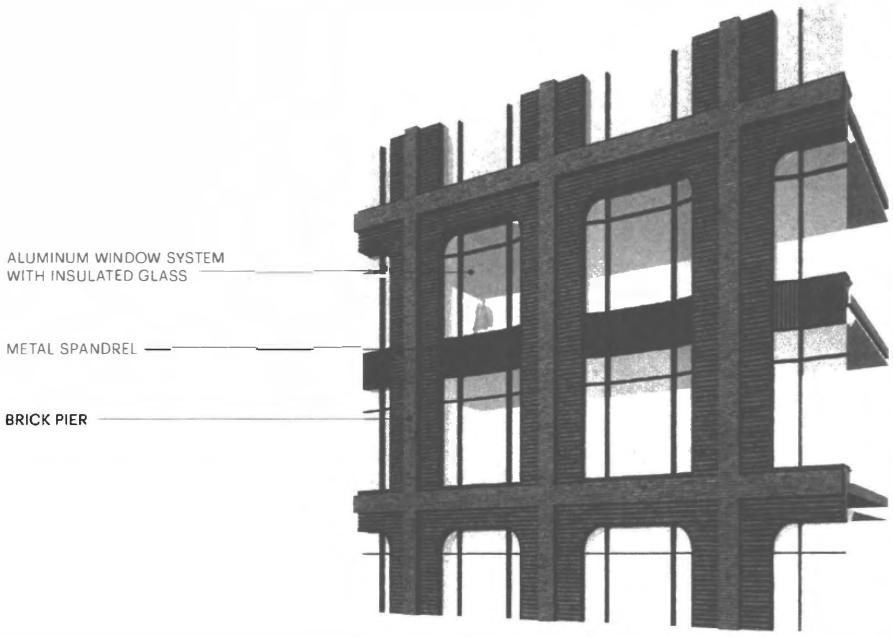


EXHIBIT 12C : FACADE AXON DETAILS (UPPER LEVELS)

Applicant: 1325 West Fulton LLC
Address: 1325 West Fulton St, Chicago, IL 60607
Introduced: September 18, 2024
Plan Commission: January 16, 2025
1612702464.4

KPF ParkFowler Plus

Reclassification Of Area Shown On Map No. 1-G.
(Application No. 22643T1)
(Common Address: 1243 W. Ohio St.)

[O2025-0014946]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 1-G in the area bounded by:

West Ohio Street; a line 96 feet east of and parallel to North Elizabeth Street; the public alley next south of and parallel to West Ohio Street; and a line 72 feet east of and parallel to North Elizabeth Street,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Title Sheet, Site Plan and Notes; Architectural Basement, 1st and 2nd Floor Plans; Building Sections and Rear Elevation; and Side Elevation attached to this ordinance printed on pages 24678 through 24682 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publicatio

NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR 1243 WEST OHIO ST., CHICAGO

The subject property is currently improved with a residential condominium building with two dwelling units. The Applicants need a zoning change to comply with the standards and the bulk and floor area requirements of the RM4.5 Residential Multi-Unit District to build 1st floor addition (286 SF) to unit 1 with partial interior alterations (basement &1st floor); to convert existing 2nd floor balcony to new roof top deck for unit 2 & to add a new garage rooftop deck, accessed from the rear deck and stairs; existing density with 2 DU to remain; existing 2 parking spaces to remain; existing height 39'-6" / no change proposed. The Applicants are also applying as a Type 1 Map Amendment with optional relief sought pursuant to 17-13-0303-D for setbacks and open space requirements.

Project Description:	Zoning Change from an RT4 Residential Two-Flat, Townhouse and Multi-Unit District to an RM4.5 Residential Multi-Unit District
Use:	Residential Building with 2 dwelling units
Lot Area:	24' x 100' = 2,400 SF (recorded measurements)
Floor Area Ratio:	1.42
Floor Area:	3,408 SF (see plans attached)
Density:	1,200 Square Feet per DU Unit
Off- Street parking:	Parking spaces: 2 existing
Setbacks:	Existing Front: 0' Existing Side Setbacks: 0' on the east side and 2.88' on the west side *(see below request for variations)* Rear: 0' *(see below request for variations)* Existing Rear Yard Open Space: 0 SF *(see below request for variations)*

Final for Publication

Building Height:	Existing 39 Feet 6 Inches

I. **Optional Relief for Adjustment and Variation under Section 17-13-0303-D – a Type 1 map amendment pursuant to Section 17-13-0300, may include relief available pursuant to Section 17-13-1000 or 17-13-1100; in such instances, City Council approval of a Type-1 application containing said elements shall preclude subsequent review otherwise required pursuant to Sections 17-13-1000 or 17-13-1100, provided that no Type 1 application permits issued may be in violation of Section 17-13-0310:**

(A) The Applicant also seeks relief for variations under section 17-13-1101-B, from rear setback requirements of Section 17-2-0306-C – to reduce the required rear setback from 30 feet required to 0 feet proposed; from side setback requirements of Section 17-2-0309 – to reduce the required side setbacks from 4.8' combined total with neither required setback less than 2 feet to the existing 2.88' combined with 0' on the east side and 2.88' on the west side; and variation from the rear yard open space requirements of Section 17-2-0307 to reduce the required rear yard open space from 156 square feet to zero.

(B) In support of this request, the Applicant states the following:

1. Strict compliance with the regulations and standards of this Zoning Ordinance would create practical difficulties and hardships for the subject property, since the subject property is a substandard lot and already improved with an existing non-conforming residential building, so no additional floor area can be added without these variations.

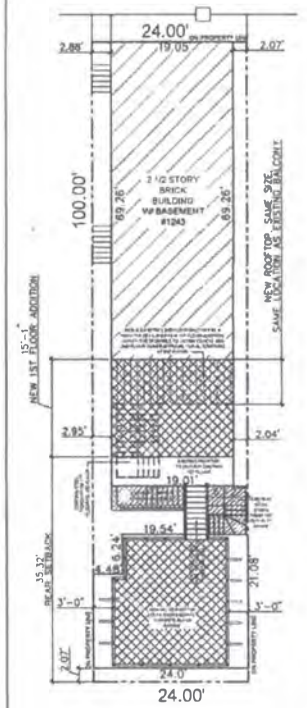
2. The requested variations are further consistent with the stated purpose and intent of this Zoning Ordinance since this proposed addition and corresponding variations relief are compatible with the existing land use pattern within the subject neighborhood.

3. Evidence of the Practical Difficulties or Particular Hardship is as follows:

- The practical difficulties and particular hardships are due to unique circumstances and are not generally applicable to other similarly situated properties. The property is a narrow lot with only 24' of lot frontage, and only 100 feet of lot depth, which also impacts the ability to comply with the current setback requirements.
- These proposed variations merely preserve the status quo at the property and maintain the existing setbacks.
- As such, these variations will not alter the essential character of the neighborhood.

24678 JOURNAL--CITY COUNCIL--CHICAGO 2/19/2025

Intake Application



SITE PLAN
SCALE: 1/32" = 1'-0"

GENERAL NOTES

1. DRAWINGS GENERALLY INDICATE SCOPE OF WORK. EACH CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO START OF WORK TO ENSURE A COMPLETE AND PROPER INSTALLATION OF THEIR WORK. SEE SPECIFICATIONS FOR ADDITIONAL NOTES.
2. ALL WORK SHALL COMPLY WITH CITY OF CHICAGO, STATE AND FEDERAL ORDINANCES HAVING JURISDICTION. NOTHING HEREIN SHALL BE INTERPRETED TO THE CONTRARY. ALL PERMITS AND INSPECTIONS REQUIRED SHALL BE SECURED BY THE CONTRACTOR INVOLVED.
3. EVERY CONTRACTOR AND SUB--CONTRACTOR BY USING THESE PLANS FOR THEIR WORK HEREBY AGREES TO HOLD THE CITY OF CHICAGO, THE OWNER OF RECORD, THE ARCHITECT OF RECORD, INCLUDING THEIR RESPECTIVE EMPLOYEES AND AGENTS, WHILE ACTING WITH THE SCOPE OF THEIR DUTIES, FROM AND AGAINST ANY LIABILITY, CLAIMS, DAMAGES AND THE COST OF DEFENSE, ARISING OUT OF THE CONTRACTORS PERFORMANCE OF THE WORK DESCRIBED IN THESE PLANS AND SPECIFICATIONS, BUT NOT INCLUDING THE SOLE NECLIGENCE OF THE OWNER, ARCHITECT, ENGINEER OR THEIR EMPLOYEES AND AGENTS.

SPR 2019 CBRC.

NEW NON-COMBUSTIBLE 1 ST FLOOR ADDITION FOR EXISTING CONDO UNIT #1. PARITAL INTERIOR ALTERATIONS TO BASEMENT AND 1ST FLOOR TO ACCOMMODATE NEW ADDITION AS SHOWN PER PLANS. (NO NEW HVAC EQUIPMENT, NO PLUMBING.)
CONVERT EXISTING 2ND FLOOR BALCONY TO NEW ROOFTOP DECK OVER NEW 1 ST FLOOR ADDITION (CONDO UNIT #2).
NEW WOOD ROOFTOP DECK OVER EXISTING MASONRY GARAGE & NEW STEEL STAIRS FROM 1ST FLOOR TO ROOFTOP.
FOR EXISTING 3 STORY BRICK BUILDING WITH BASEMENT (CONSTRICTION IIIA), USE GROUP R-5.
AT 1243 W OHIO

ABBREVIATIONS

A.B	ANHHOR BOLT	EXIST	EXISTING	PROVD	PROVIDED
ABV. GRD	ABOVE GRADE	EXT	EXTERIOR	PS	PLUMBING STACK
ACC	ACCESSIBLE	F.D.	FLOOR DRAIN	PSF	POUNDS PER SQUARE FOOT
ACT	ACOUSTICAL TILE	F.F.	FINISH FLOOR	PSI	POUNDS PER SQUARE INCH
A.D.	AREA DRAIN	FIN	FINISH	PSL	PARALLEL STRAND LUMBER
A.F.F.	ABOVE FINISHED FLOOR	FLR	FLOOR	P.T.	PRESSURE TREATED
AFI	ARC FAULT INTERRUPTER	FNDN	FOUNDATION	PTD	PAINTED
A.F.S.	ABOVE FINISHED SURFACE	FTG	FOOTING	PVC	POLYVINYL CHLORIDE
APT	APARTMENT	FURN	FURNACE	Q	QUARRY TILE
BLDG	BUILDING	F.W.	FIRE WALL	R	RISER
BLKG	BLOCKING	GFI	GROUND FAULT INTERRUPTER	R.A.	RETURN AIR
B.O.	BOTTOM OF	GL.	GLAZING	REF.	REFRIGERATOR
BR	BEDROOM	GL.BL.	GLASS BLOCK	REG.	REGISTER
BRG	BEARING	GND	GROUND	REQ'D	REQUIRED
BRK	BRICK	GYP. BD	GYPSUM BOARD	RET.	RETURN
B.SMT	BASEMENT	HC	HOLLOW CORE	RM	ROOM
BTUH	BRITISH THERMAL UNITS PER HOUR	HDWR	HARDWARE	R.O.	ROUGH OPENING
C	CARBON MONOXIDE DETECTOR	H.M.	HOLLOW METAL	S	SINK
CAB.	CABINET	HR	HOUR	SC	SOLID CORE
CFM	CUBIC FEET PER MINUTE	HT.	HEIGHT	SCFS	SEALED CONCRETE FLOOR
CHKR'D	CHECKERED	HWH	HOT WATER HEATER	S.D.	SMOKE DETECTOR
CLG.	CEILING	INSUL.	INSULATION	S.F.	SQUARE FEET (FOOT)
CLO.	CLOSET	INT.	INTERIOR	SHO	SHOWER
CPT.	CARPET	J BOX	JUNCTION BOX	SHT.	SHEET
CMU	CONCRETE MASONRY UNIT	KIT.	KITCHEN	SIM.	SIMILAR
CONC.	CONCRETE	KSF	KIP PER SQUARE FOOT	SP.	SUMP PUMP
CONST	CONSTRUCTION	LAV.	LAVATORY	S&P	STAIN & POLYURETHANE
CONT	CONTINUOUS	LB.	POUND	STL.	STEEL
C.T.	CERAMIC TILE	LBP	LEAD BASED PAINT	STRUCT	STRUCTURAL
C.U.	CONDENSING UNIT	LIN	LINEN CLOSET	T	TREAD
D	DRYER	LIN. RM	LINENS ROOM	T&B	TOP AND BOTTOM
DBL.	DOUBLE	LL.	LIVE LOAD	T.D.	TRAVEL DISTANCE
DIM	DIMENSION	LVL	LAMINATED VENEER LUMBER	T.GL.	TEMPERED GLASS
DIN. R M	DINING ROOM	MANUF.	MANUFACTURER	T. O	TOP OF
DISP	DISPOSAL	MATL	MATERIAL	T&P	TEMPERATURE AND PRESSURE
DL	DEAD LOAD	MAX.	MAXIMUM	TJ	TRUSS JOIST
DR	DOOR	MECH.	MECHANICAL	TYP	TYPICAL
D.S.	DOWN SPOUT	MIL.	MILLIMETER	UL	UNDERWRITER'S LABORATORY
DTL	DETAIL	MIN	MINIMUM	VCT	VINYL COMPOSITION TILE
DW	DISHWASHER	M.O.	MASONRY OPENING	VENT	VENTILATION
EA.	EACH	MTD.	MOUNTED	V.I.F.	VERIFY IN FIELD
E.F	EXHAUST FAN	MTL	METAL	V.T.R	VENT TO ROOF
EIFS	EXTERIOR FINISH INSULATING SYSTEM	N.I.C	NOT IN CONTRACT	W	WASHER
ELEC	ELECTRIC	NTS	NOT TO SCALE	W/	WITH
ELEV	ELEVATION	O.C.	ON CENTER	WC	WATER CLOSET
EP	EJECTOR PUMP	OCC	OCCUPANCY	WD	WOOD
EQUIP	EQUIPMENT	O.H.	OPPOSITE HAND	W/D	WASHER/DRYER
EXH.	EXHAUST	P.C.	PULL CHAIN	WP	WEATHER PROUF
EXP	EXPOSED CONSTRUCTION	PLYWD	PLYWOOD	WWF	WELDED WIRE FABRIC

CONSTRUCTION TYPE: IIIA | **ZONING: RT-4**

CERTIFICATION STATEMENT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF CONFORM TO THE CURRENT EDITION OF THE CITY OF CHICAGO BUILDING AND ZONING CODE.

EDUARD LIVANU

SIGNED: DATE: 10.2.24

Illinois License Number: 001-023548 Exp: 11/2024

ENERGY CONSERVATION CODE COMPLIANCE STATEMENT

I CERTIFY THAT I AM REGISTERED ENERGY PROFESSIONAL (REP.). I CERTIFY THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF THAT THE PLANS FOR 1243 W OHIO ST. FULLY COMPLY WITH THE REQUIREMENTS OF 2022 CITY OF CHICAGO ENERGY TRANSFORMATION CODE.

EDUARD LIVANU

SIGNED: DATE: 10.2.24

Illinois License Number: 001-023548 Exp: 11/2024

DRAWING LIST

T-1 TITLE SHEET, SITE PLAN CODE MATRIX & NOTES
G-1 GENERAL NOTES

D-1 DEMOLITION FLOOR PLANS & NOTES

A-1 ARCHITECTURAL FLOOR PLANS
A-2 ARCHITECTURAL SCHEDULES, DETAILS AND NOTES
A-3 ARCHITECTURAL SECTION & ELEVATION
A-4 ARCHITECTURAL SECTIONS
A-5 ARCHITECTURAL ELEVATION
A-6 ARCHITECTURAL DECK DETAILS

E-1 ELECTRICAL FLOOR PLANS & NOTES

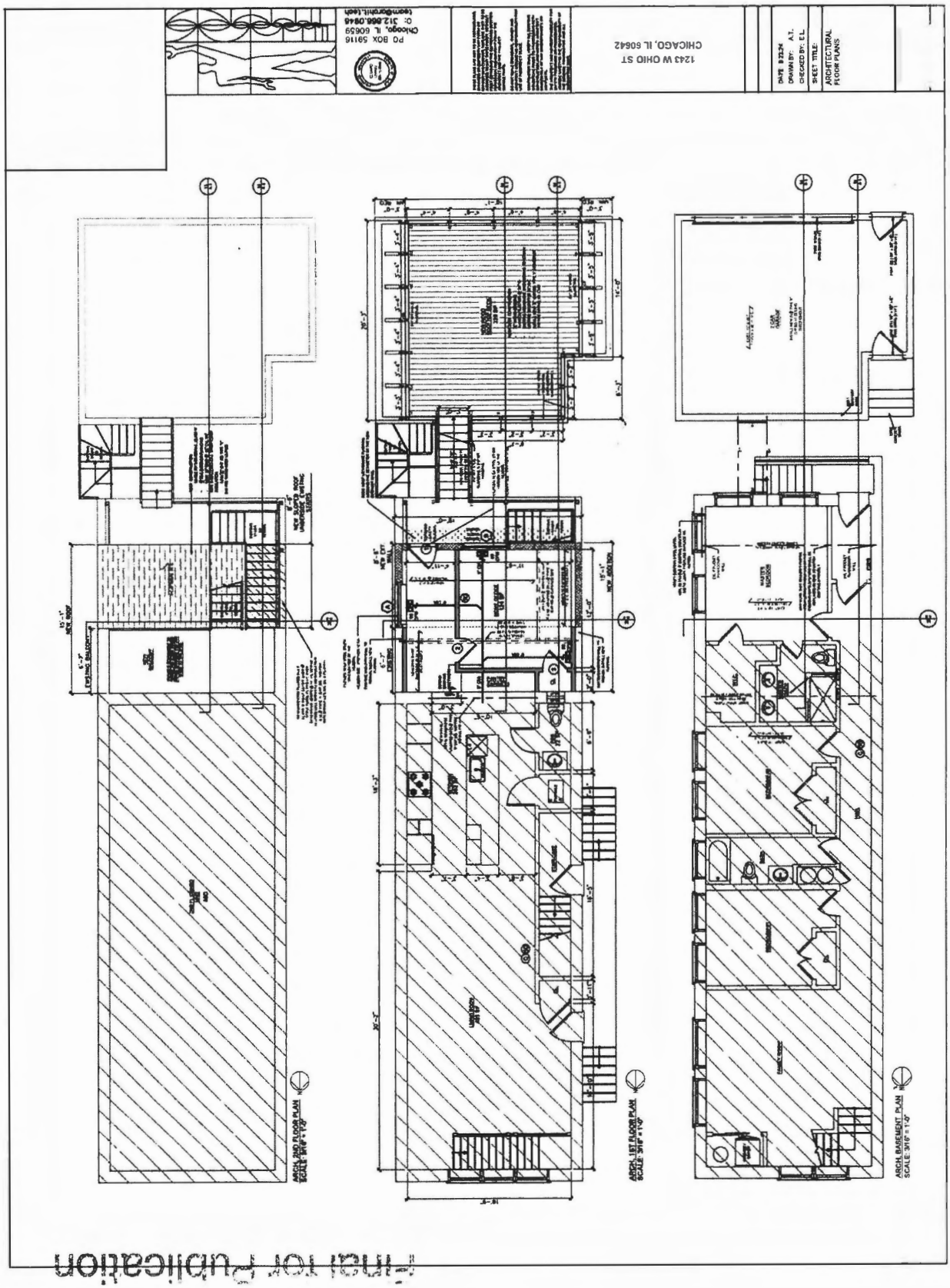
PO BOX 59116
Chicago, IL 60659
O: 312.866.0946
team@archlt.com

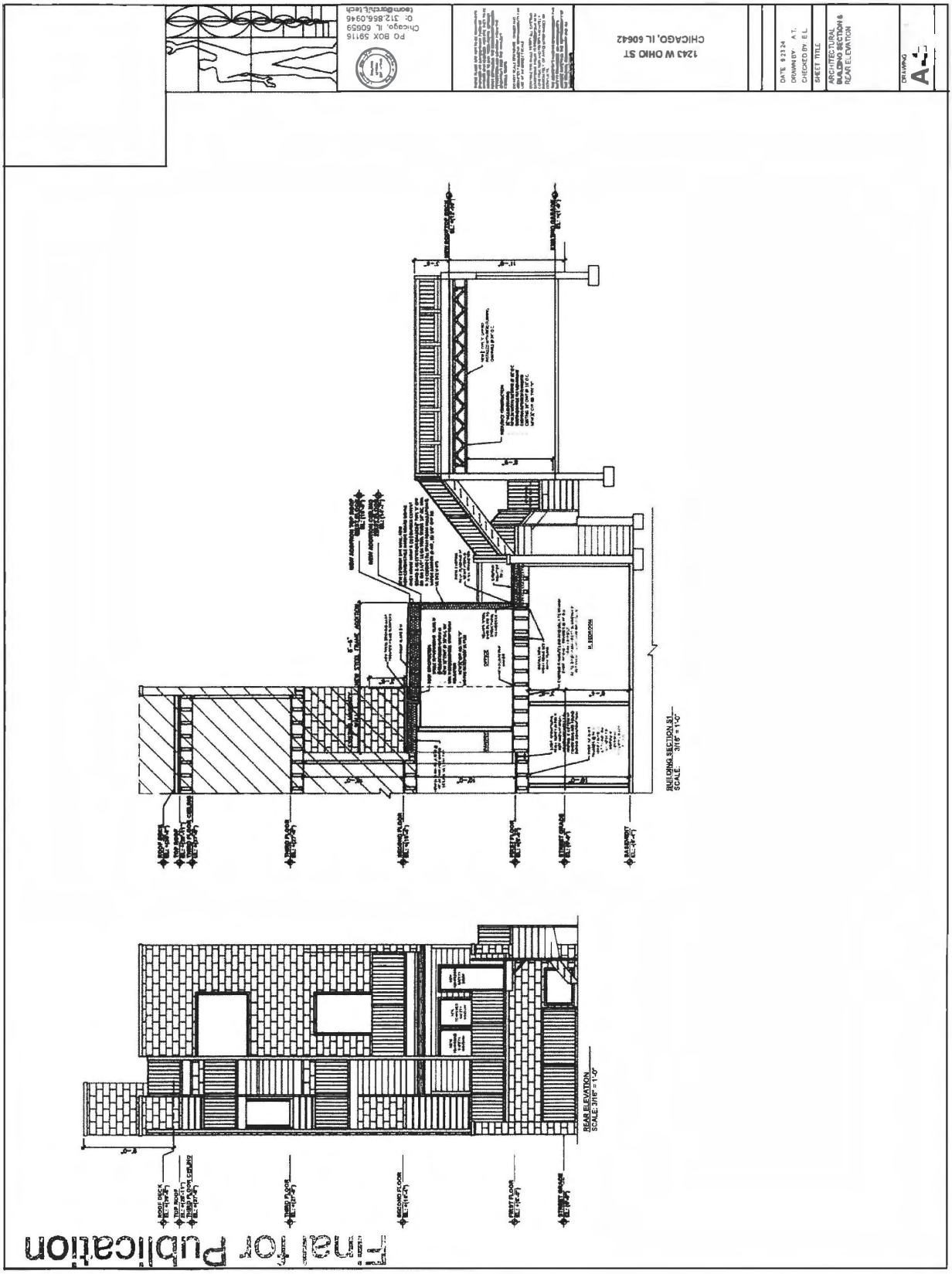
1243 W OHIO ST
CHICAGO, IL 60642

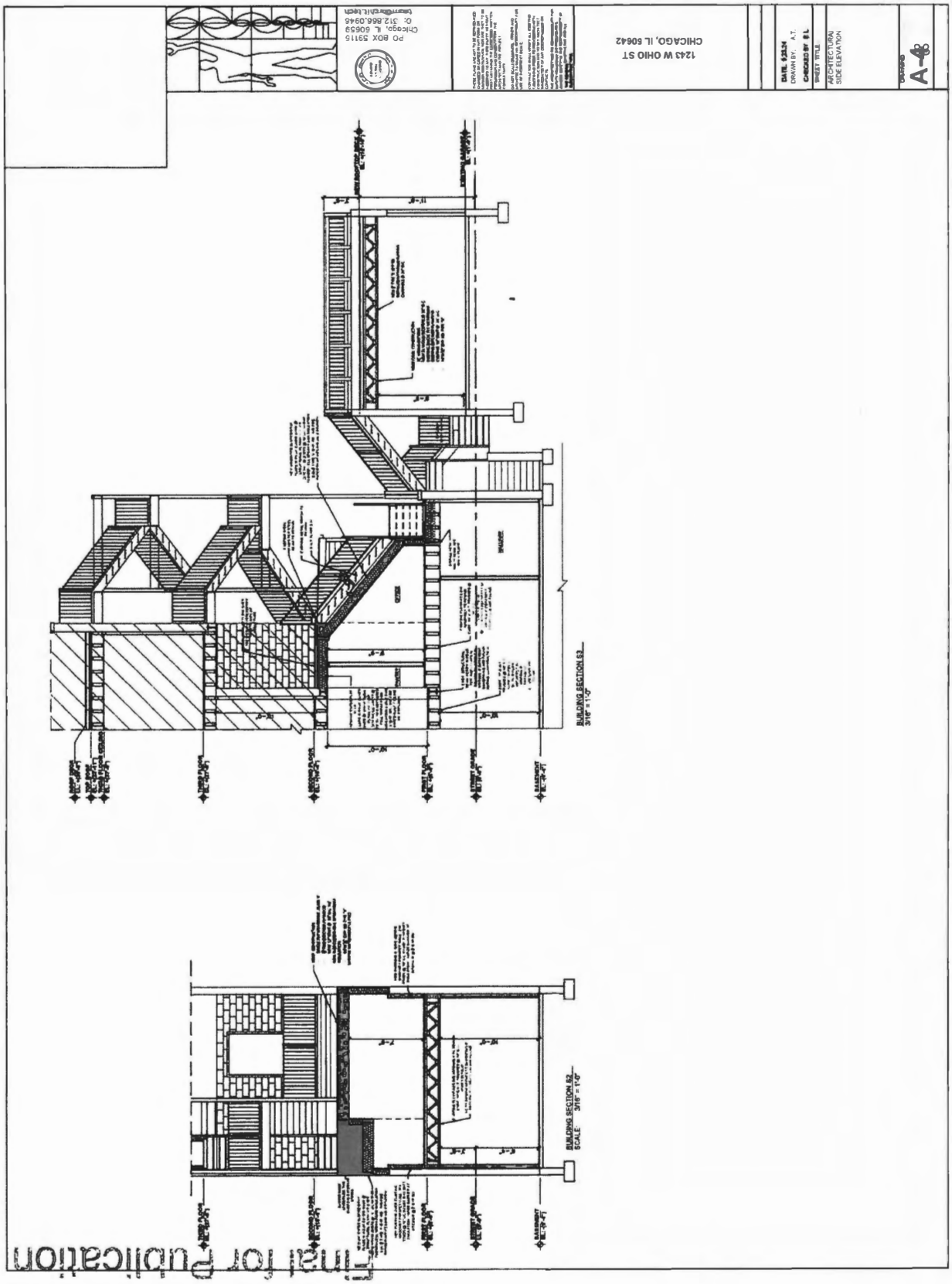
DATE 9.23.24
DRAWN BY: A.T
CHECKED BY: E.L.

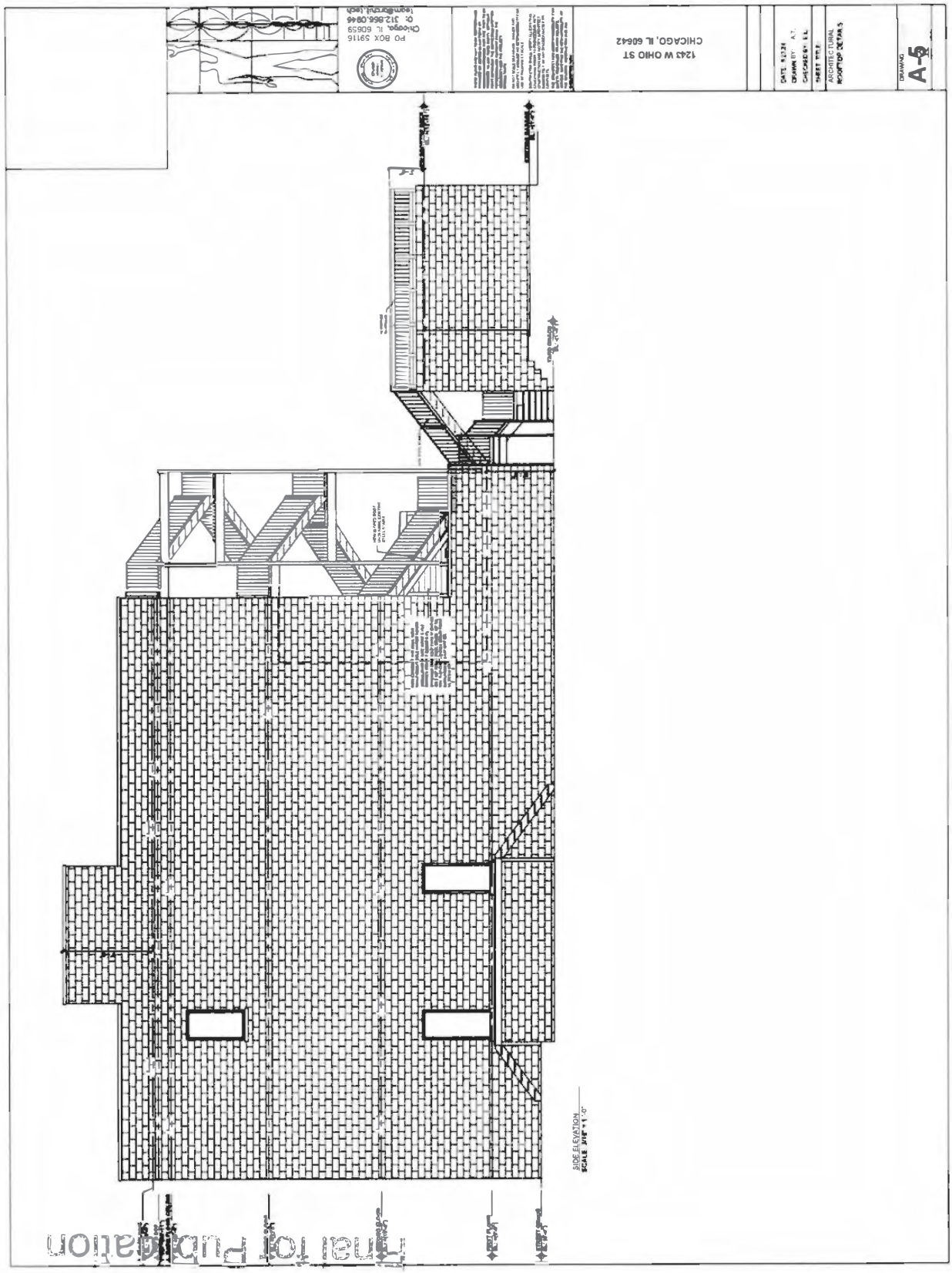
SHEET TITLE:
TITLE SHEET
SITE PLAN & NOTES

DRAWING NUMBER:
T-1


1243 W OHIO ST
CHICAGO, IL 60642
DATE: 8.23.24
DRAWN BY: A.T.
CHECKED BY: E.L.
SHEET TITLE:
ARCHITECTURAL
FLOOR PLANS
ARCH. 2ND FLOOR PLAN
SCALE: 3/16" = 1'-0"
ARCH. 1ST FLOOR PLAN
SCALE: 3/16" = 1'-0"
ARCH. BASEMENT PLAN
SCALE: 3/16" = 1'-0"
Final for Publication


1243 W OHIO ST
CHICAGO, IL 60642
DATE 9.23.24
DRAWN BY: A.T.
CHECKED BY: E.L.
SHEET TITLE
ARCHITECTURAL
BUILDING SECTION &
REAR ELEVATION
DRAWING
A-4
BUILDING SECTION B1
SCALE: 3/16" = 1'-0"
REAR ELEVATION
SCALE: 3/16" = 1'-0"
Final for Publication


1243 W OHIO ST
CHICAGO, IL 60642
A-4
ARCHITECTURAL SIDE ELEVATION
BUILDING SECTION 53
3/16" = 1'-0"
BUILDING SECTION 52
SCALE: 3/16" = 1'-0"
Final for Publication


1243 W OHIO ST
CHICAGO, IL 60642
A-5
Rear Elevation

Reclassification Of Area Shown On Map No. 2-G.
(As Amended)
(Application No. 22655)
(Common Address: 1349 W. Taylor St.)

[SO2025-0014958]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by the changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 2-G in the area bounded by:

West Taylor Street; a line 125 feet east of and parallel to South Loomis Street; a public alley next south of and parallel to West Taylor Street; and a line 100 feet east of and parallel to South Loomis Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 2-H.
(As Amended)
(Application No. 22535)
(Common Address: 1901 W. Madison St.)

[SO2024-0012317]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the Stadium Planned Development Number 522, Residential-Business Planned Development Number 1077, RT4 Residential Two-Flat, Townhouse and Multi-Unit District, RM5 Residential Multi-Unit District, B1-3 Neighborhood Shopping District, B3-1 Community Shopping District, B3-3 Community Shopping District, C1-2 Neighborhood Commercial District and C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 2-H in the area bounded by:

North Ashland Avenue; West Madison Street; a line 97.88 feet east of and parallel to North Paulina Street; the public alley north of and parallel to West Madison Street; a line 43 feet west of and parallel to North Paulina Street; West Madison Street; North Paulina Street; the public alley south of and parallel to West Monroe Street; the public alley west of and parallel to North Paulina Street; a line 163.4 feet north of and parallel to West Adams Street; a line 176.48 feet west of and parallel to South Paulina Street; West Adams Street; North Wood Street; a line 431.2 feet north of and parallel to West Adams Street; South Honore Street; West Adams Street; a line 25 feet east of and parallel to South Honore Street; a line 100 feet south of and parallel to West Adams Street; a line 215.50 feet west of and parallel to North Wood Street; West Adams Street; a line 96.50 feet west of and parallel to North Wood Street; the public alley south of and parallel to West Adams Street; South Honore Street; a line 22.5 feet north of and parallel to the public alley south of and parallel to West Adams Street; a line 74 feet west of and parallel to South Honore Street; the public alley south of and parallel to West Adams Street; South Wolcott Avenue; West Adams Street; a line 84.05 feet east of and parallel to South Seeley Avenue; the public alley north of and parallel to West Adams Street; the public alley west of and parallel to South Damen Avenue; a line 177 feet north of and parallel to West Adams Street; South Seeley Avenue; the public alley south of and parallel to West Madison Street; a line 132.58 feet west of and parallel to South Seeley Avenue; West Madison Street; a line 240 feet east of and parallel to North Hoyne Avenue; the public alley north of and parallel to West Madison Street; a line 327.15 feet west of and parallel to North Damen Avenue; West Warren Boulevard; a line 300.90 feet east of and parallel to North Hoyne Avenue; the public alley north of and parallel to West Warren Boulevard; a line 236.74 feet west of and parallel to North Damen Avenue; West Warren Boulevard; a line 75.25 feet east of and parallel to North Damen Avenue; the public alley north of and parallel to West Warren Boulevard; a line 112.77 feet east of and parallel to North Damen Avenue; West Washington Boulevard; a line 275.26 feet east of and parallel to North Damen Avenue; the public alley north of and parallel to West Warren Boulevard; a line 314.28 feet east of and parallel to North Damen Avenue; West Washington Boulevard; a line 130.83 feet west of and parallel to North Wolcott Street; the public alley north of and parallel to West Warren Boulevard; North Wolcott Street; West Washington Boulevard; North Wood Street; West Warren Boulevard; North Hermitage Avenue; West Washington Boulevard; a line 60.11 feet east of and parallel to North Hermitage Avenue; West Warren Boulevard; a line 179.49 feet east of and parallel to North Paulina Street; and the public alley south of and parallel to West Warren Boulevard,

excluding the area bounded by:

West Madison Street; a line 146 feet west of and parallel to North Damen Avenue; the alley north of and parallel to West Madison Street; and a line 206.13 feet west of and parallel to North Damen Avenue,

and excluding the area bounded by:

West Madison Street; a line 28.7 feet east of and parallel to North Damen Avenue; a line 47.5 feet north of and parallel to West Madison Street; and North Damen Avenue,

and excluding the area bounded by:

West Madison Street; a line 78.31 feet west of and parallel to North Paulina Street; the alley north of and parallel to West Madison Street; and a line 132.01 feet west of and parallel to North Paulina Street,

to those of the C2-5 Motor Vehicle-Related Commercial District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the C2-5 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 2-H in the area bounded by the area described in Section 1 above to Stadium Residential-Business Planned Development Number 522, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Stadium Residential-Business Planned Development No. 522, As Amended.

Plan Of Development Statements.

1. The area delineated herein as Stadium Residential-Business Planned Development Number 522 (the "Planned Development" or "PD") consists of approximately 2,506,788 sf (57.55 acres) together with certain portions of adjacent rights-of-way, which is depicted on the attached Planned Development Property and Boundary Map (the "Property"). United Center Joint Venture is the owner of a portion of the Property and the "Applicant" for this Planned Development pursuant to authorization from the owner of the remainder of the Property.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control for purposes of this statement shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground/air-rights lessors of the Property, subject, however, to the following exceptions and conditions: (a) any changes or modifications to this Planned Development applicable to or in a given subarea need only be made or authorized by the owners and/or any ground/air-rights lessors of such subarea, (b) where portions of the improvements located on the Property have been submitted to the Illinois Condominium Property Act, the term "owner" shall be deemed to refer solely to the condominium association of the owners of such portions of the improvements and not to the individual unit owners therein and (c) for so long as the Applicant or any affiliate thereof owns or controls any part of the Property, such entity may apply for any changes or modifications (administrative, legislative or otherwise) without the consent of any other owner or owners. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein including any ground or air-rights leases. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein including any ground or air-rights leases (but not including an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Property so transferred the term "Applicant" shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder; provided, however that the Applicant's right to authorize changes or modifications to this Planned Development for so long as it owns or controls all or any portion

of the Property as set forth in clauses (a) or (c) of this Statement Number 2 above shall not be deemed amended or transferred to apply to a transferee (or its beneficiaries as aforesaid) unless expressly assigned in a written instrument executed by the original Applicant hereunder.

3. Applicant commits to provide and fully-fund the following infrastructure improvements prior to issuance of the final certificate of occupancy for Phase 1 (Subarea A):

    - Installation of a well-lit, raised intersection at Adams Street and Wolcott Street
    - The following traffic signal equipment upgrades and improvements:
        - ATC Controller and Cabinet/Foundation with NEMA Timing Plans at Damen Ave and Adams St, Damen Ave and Washington Blvd, Damen and Congress Parkway, and Damen Ave and Van Buren
        - Traffic Signal Head Modifications, Video Actuated Turn Arrows, ATC Controller and Cabinet/Foundation with NEMA Timing Plans at Damen Ave and Warren Blvd – SB Left Turn Arrow, NB Right Turn Arrow and NB Bike Signal for Pedestrian/Bicycle Phase Separation. (Note: The existing controller is ATC type for this location; therefore, controller upgrade is not needed)
        - Pedestrian Countdown Timers, ATC Controller and Cabinet/Foundation with NEMA Timing Plans at Damen Ave and Monroe St
        - Traffic Signal Head Modifications, Video Actuated Turn Arrows, ATC Controller and Cabinet/Foundation with NEMA Timing Plans required at the following signals:
            - Damen Ave and Jackson Blvd, NB/SB Left Turn Arrow
            - Damen Ave and Madison St, NB/SB Left Turn Arrow
    - A new Divvy station estimated at Damen and Adams (exact location to be coordinated with the Divvy team)
    - Prior to a certificate of occupancy for the final building in Phase 1 (Subarea A), the following bike lanes shall be installed, with final engineering to be coordinated with CDOT:
        - Protected bike lanes along Damen between Maypole and Warren;
        - Sidewalk level bike lanes along Damen between Warren and Adams; and
        - Protected bike lane along Adams between Damen and Paulina.

- The following dedications and vacations are contemplated, subject to CDOT review and approval. To the extent CDOT determines that compensation is payable to the City by the Applicant for existing right-of-way to be vacated, the Applicant shall receive credit on a square footage basis for all right-of-way to be dedicated in determining such compensation. Additionally, the square footage of land necessary for dedications requested by CDOT shall be retained by the Applicant as net site area for purposes of calculating FAR.
    - To be dedicated: Property (i) between the eastern Damen ROW line and the building setback from Adams to Madison and (ii) between the northern Adams ROW line and the building setback from Damen to Honore.
    - To be vacated: Honore St between Adams St and the public alley south of Adams St.

The following improvements are contemplated for future phases and subareas, which shall be finalized in conjunction with future Site Plan Approval.

- Traffic signal equipment upgrades and improvements
    - ATC Controller and Cabinet/Foundation with NEMA Timing Plans required for the following signals:
        - Wood St and Warren Blvd
        - Paulina St and Ogden Ave/Adams St
        - Paulina St and Madison St
        - Wood St and Washington Blvd
        - Paulina St and Warren Blvd
        - Paulina St and Washington Blvd
    - Pedestrian Countdown Timers, ATC Controller and Cabinet/Foundation with NEMA Timing Plans required at the following signals:
        - Wood St and Monroe St
        - Wood St and Madison St
- Traffic signal upgrades and improvements for future phases at Western Ave and Madison St, Western Ave and Jackson Blvd, and Western Ave and Washington Blvd, scope to be determined in future submittals.
- 2 additional Divvy Stations (3 total in the development)

- 1 new Divvy station estimated near future CTA Pink Line Station (to be coordinated with Divvy team)
- 1 new Divvy station estimated at Paulina and Warren – will coordinate with Divvy team to determine the exact location

- For each subsequent site plan approval, phases 2-6, an updated traffic study and TDM study are required to be submitted and approved by CDOT. Infrastructure improvements identified in future updated traffic studies and TDM studies will be required to be built at the sole expense of the applicant. To the extent that improvements built in earlier phases or interim conditions conflict with future development, such conflicts must be resolved as part of site plan approval.
- Dedications and vacations as shown in the right of way adjustment map in phases 2-6 will be reviewed by CDOT through future site plan approval process and subject to CDOT approval.
- During future site plan approval for phases 2-6, protected bike lanes will be required to connect new bike lanes to existing bike lanes. It may also be determined that bike lanes are required in both the north and south directions or the east and west directions to provide a proper connection. These bicycle network connections will be determined by CDOT.

Any unique pavement, street furniture, light poles, decorations, bollards, or any other element that is not a standard CDOT installation shall be the responsibility of the property owner. This includes regular maintenance and repairs. Removable bollards adjacent to driveways identified on site plan must be kept in place unless vehicles are utilizing the driveways for loading into or out of the property.

Street cross sections are conceptual and will be finalized through site plan review in each phase of development. Minimum 9'6" feet sidewalk shall be incorporated into all future design.

Minimum 20-foot setbacks must be included on the properties adjacent to both sides of the CTA tracks. This will allow maintenance and any future work.

The Traffic Management Plan will be evaluated and updated as necessary, based on traffic and truck/loading activity.

4. This Planned Development consists of 20 Statements; a Bulk Regulations Table; an Existing Land Use Map; a Planned Development Property Line and Boundary Map; an Existing Zoning Map; a Subarea Map; a Planned Development Parcel Map; a Right of Way Vacation and Dedication Map; a Planned Development Site Plan; Site Plan-Subarea A; Landscape Plans – Subarea A (9 pages); Roof Plan – Subarea A; Building Elevations – Music Hall – Subarea A

(4 pages); Building Elevations – West Garage – Subarea A (4 pages); Building Elevations – South Garage – Subarea A (4 pages); Neighborhood Design Guidelines; and Illustrations - Street Sections (11 pages) dated January 16, 2025 submitted herein; that certain Administrative Relief issued February 19, 2015 regarding "Proposed United Center Addition at 1901 West Madison Street"; that certain Administrative Relief issued June 6, 2014 regarding "Chicago Bulls Training Storage Building, approx. 1739 West Madison"; that certain Administrative Relief issued September 5, 2013 regarding "Proposed Chicago Bulls Training Facility at 15 S. Wood"; that certain Administrative Relief issued May 10, 2013 regarding "Proposed Signage for the United Center and Chicago Bulls Training Facility"; that certain Administrative Relief issued Apil 1, 2013 regarding "Proposed Chicago Bulls Training Facility at the SE Corner of West Madison and South Wood Streets"; and that certain Minor Change issued September 14, 1992 regarding "West Side Stadium" (collectively, the "Plans"). In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as a Planned Development 522: Entertainment and Spectator Sports (all, including, without limitation, indoor special event, banquet or meeting halls and small, medium and large venues), Artist and Business Live/Work Space (on and above the ground floor), Multi-Unit Residential (on and above the ground floor), Single-Room Occupancy, Group Living (including Elderly Housing, Assisted Living, Nursing Home, Student Housing), Detached Houses, Townhouse, Colleges and Universities, Cultural Exhibits and Libraries, Day Care, Hospital, Lodge or Private Club, Parks and Recreation (including, without limitation, community garden and community centers, recreation buildings and similar assembly uses), Postal Service, Public Safety Services, Religious Assembly, School, Minor and Major Utilities and Services, Animal Services, Artist Work or Sales Space, Body Art Services, Building Maintenance Services, Business Support Services (including day labor employment agency), Urban Farms (indoor, outdoor and rooftop), Communication Service Establishment, Building Material Sales, Contractor/Construction Storage Yard, Drive-Through Facility, Eating and Drinking Establishments (all), Financial Services (excluding payday loan and pawn shops), Food and Beverage Retail Sales (including liquor sales), Lodging (including bed and breakfast, hotel/motel, vacation rental and shared housing unit), Medical Service, Office (including electronic data storage center), Accessory, Non-Accessory and Shared (pursuant to Section 17-10-0700) Parking, Personal Service, Repair or Laundry Service (Consumer), Residential Storage Warehouse, Retail Sales, Indoor/Outdoor Participant Sports and Recreation, Amusement Arcade, Children's Play Center, Auto Supply/Accessory Sales, Car Wash or Cleaning Service, Light Equipment Sales/Rental (indoor and outdoor), Co-located Wireless Communication Facilities, Business Live/Work Units, Artisan, Limited and General Manufacturing, accessory and incidental uses, and additional uses established by the

Zoning Ordinance after the date of establishment of this Planned Development that are consistent with the character of the development, as determined and approved by the Zoning Administrator in accordance with Statement 12.

The following uses shall require Site Plan Approval in accordance with Statement 15: Single-Room Occupancy, Detached Houses, Urban Farms (indoor, outdoor, rooftop), Building Material Sales, Contractor/Construction Storage Yard, Drive-Through Facility, Electronic Data Storage Center, Residential Storage Warehouse, Auto Supply/Accessory Sales, Car Wash or Cleaning Service, Light Equipment Sales/Rental (indoor/outdoor), and Limited/General Manufacturing (except for food manufacturing).

Open Space

Notwithstanding the foregoing permitted uses, the following uses are permitted in the Park (as defined in Statement 18): Daycare, Parks and Recreation, Band Shells and Outdoor Theaters, Batting Cage, Community Center, Recreation Building and Similar Assembly Use, Community Garden, Conservatories and Greenhouses, Dog Park, Forest or Nature Preserve, Ice Skating Rink (indoor and outdoor), Miniature Golf, Passive Open Space, Playgrounds including water play areas, Playing Courts (basketball, volleyball, etc.,), Playing Fields (baseball, soccer, etc.), Skate Park, Swimming Pools, Tennis Courts (indoor and outdoor), Trails for Hiking, Bicycling, or Running, Cultural Exhibits and Libraries, Major and Minor Utility Service, Food and Beverage Retail Sales (including liquor sales), General Retail Sales, Eating and Drinking Establishments (all), Field house, locker rooms or similar buildings that support primary outdoor recreation areas, Kiosks, Accessory Off-Street Parking, Restrooms, Storage and Maintenance Areas/Buildings, Temporary Uses, Wireless Communication Facilities (Co-located and Freestanding), additional uses not listed above when approved as an administrative adjustment, and accessory and incidental uses.

6. The existing signs shall be permitted pursuant to Statement 7 of PD 522, as it existed prior to this amendment and the Plans identified in Statement 4 herein including, without limitation, that certain Administrative Relief issued May 10, 2013 regarding "Proposed Signage for the United Center and Chicago Bulls Training Facility". Two outdoor illuminated double-faced advertising and business identification signs shall be permitted within the Planned Development in the general vicinity depicted upon the Site Plan/Landscaping Plan (hereinafter defined). Neither sign shall exceed forty feet (40') in height or twenty-five feet (25') in width. On each side, the signs may contain an electronic changeable message board and four ad panels each measuring no more than four feet (4') high by twenty-five feet (25') wide. In addition, two building-mounted signs identifying the stadium, which signs shall not exceed the dimensions of eight feet (8') by one hundred eighty feet (180'), with or without electronic, changeable message boards, shall be permitted. All other advertising signs shall be restricted to the interior of the stadium structure, unless approved by the Department of Planning.

Future and additional on-Premise signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-Premise signs are prohibited within the boundary of the Planned Development; provided, however, for the purposes of this Planned Development, any sign which identifies the name or sponsorship of any structure or designated area within the Property, or any sponsor of the teams operating in the Property, or any sponsor of a retail showcase, recreation area or other space within the Property shall be deemed an on-premises sign and may be located in any subarea. For purposes of Section 17-12-0711, the principal use of the Planned Development is a sports stadium. At the Applicant's election, the maximum total sign area and a Uniform Sign Plan may be reviewed and approved by DPD pursuant to Section 17-13-0611-A and 17-13-0800. Interior signs are permitted and nothing in this Planned Development shall regulate any interior sign.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 2,506,788 square feet and a base FAR of 5.0.

9. Upon review and determination, Part II Review, pursuant to Section 17-13-0610, a Part II Review Fee shall be assessed by DPD. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

10. All Site & Landscapes Plan shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by DPD. Any interim reviews associated with site plan review or Part II reviews are conditional until final Part II approval.

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.

12. The terms and conditions of development under this Planned Development ordinance including, without limitations, modifications to the exhibits and design guidelines, may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and,

if different than the Applicant, the legal title holders and any ground lessors. It is hereby acknowledged that many of elements of the exhibits and design guidelines including, but not limited to, sections and access, circulation and open space plans, are illustrative and may change as the Property is developed. Such modifications shall be permitted if approved by the Zoning Administrator pursuant to Section 17-13-0611-A.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned Policy and must provide documentation verifying compliance.

15. Except with respect to Phase 1 (Subarea A), prior to the Part II Approval (Section 17-13-0610 of the Chicago Zoning Ordinance) for any buildings, the Applicant shall submit a site plan, landscape plan and building elevations (a "Site Plan Submittal") for the specific Sub-Area(s) or portion of specific Sub-Area(s) for review and approval by DPD (each, a "Site Plan Approval"). Review and approval by DPD is intended to assure that specific development components substantially conform with the Planned Development and to assist the City in monitoring ongoing development. Site Plan Submittals (Section 17-13-0800) need only include that portion of the Property for which approval is being sought by the Applicant. If the Applicant is seeking approval for a portion of the Property that represents less than an entire Sub-Area, only a Site Plan Submittal for such portion of the Property shall be required.

    No Part II approval for which a Site Plan is required hereunder shall be granted until the Site Plan Submittal has been approved by the Commissioner of the Department of Planning and Development and reviewed by the Chicago Plan Commission at a public hearing. The hearing conducted by the Plan Commission shall be for review purposes only and no approval or recommendation shall be required in order for the Commissioner to issue an approval of the Site Plan Submittal. Provided the Site Plan Submittal required hereunder is in general conformance with this Planned Development and the Design Guidelines, and provided Applicant has timely provided all Site Plan Submittals, the Commissioner shall issue such site plan decision after the Plan Commission conducts its review hearing. Following approval by DPD, the approved Site Plan Approval, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the PD.

After Site Plan Approval, changes or modifications may be made pursuant to the provisions of Statement 12. In the event of any inconsistency between approved plans and the terms of the PD, the terms of the PD shall govern. Any Site Plan Submittal shall, at a minimum, provide the following information:

a. the boundaries of the property and a site plan identifying the proximity to public transit;

b. the footprint of the improvements;

c. location and dimensions of all parking spaces and loading berths;

d. preliminary landscaping plan prepared by a landscape architect;

e. all pedestrian circulation routes;

f. the location of any adjacent public improvements;

g. preliminary building sections and elevations of the improvements with a preliminary building materials list; and

h. any statistical information applicable to the property, including but not limited to:

(1) floor area and floor area ratio;

(2) uses to be established;

(3) building heights;

(4) all setbacks, required and provided;

(5) floor area devoted to all uses (e.g. office, retail etc.);

(6) number of dwelling units (if applicable);

(7) number of parking spaces;

(8) number of loading spaces/berths;

(9) a School Impact Study (if residential); and

(10) an approved Site Plan by CDOT, including any required vacations and dedications (as provided in Statement 3), Fire Prevention Bureau, Mayor's

Office for People with Disabilities, and the Building Departments Division of Stormwater Management.

Site Plan Submittals shall include all other information necessary to illustrate substantial conformance to the PD and Design Guidelines.

16. Subject in all cases to the other statements, terms, regulations and provisions of this Planned Development, the Applicant shall have the right to designate additional subareas within the Planned Development from time to time in order to promote orderly development, to facilitate financing, acquisition, leasing or disposition of the Property or relevant portions thereof, to designate zoning control or to otherwise administer this Planned Development. The designation and re-designation of subareas shall not in and of itself require an amendment to this Planned Development and shall be approved as a minor change, pursuant to Section 17-13-0611; included in such minor change, the Applicant shall provide notice of all material terms of any such designation to DPD, including the designated area and the bulk regulations that will apply therein, for DPD's administrative purposes to facilitate Part II review for any such designated subarea. In furtherance of the foregoing, and in all cases subject to the other statements, terms, regulations and provisions of this Planned Development, the Applicant may allocate or assign previously unused development rights under the Planned Development from other designated or to be designated subareas including, but not limited to, floor area and floor area ratio, signage, building height, dwelling units and parking; provided, however, that the overall regulations and limitations set forth in the Bulk Regulations and Data Table and the Plans applicable to the entirety of the Planned Development shall not be exceeded or increased as a result of any such allocation(s) or assignment(s), and (iii) all such allocation(s) or assignment(s) of development rights are subject to the terms of Section 17-13-0611 and the Design Guidelines of this Planned Development.

    The Applicant may continue to evolve the design of the building elevations or materials for the South Garage and Hotel located in Subarea A and changes to such elevations or materials, if any, shall, if mutually agreed upon, be reviewed and approved by DPD pursuant to Section 17-13-0800.

17. The Applicant acknowledges and agrees that the rezoning of the Property from Stadium Planned Development No. 522, to Stadium Residential-Business Planned Development No. 522, as amended ("PD") is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The PD is located in a community preservation area within the meaning of the ARO and permits the construction of 9,463 dwelling units.

    Developers of projects in community preservation areas with 30 or more units must provide between 10% and 20% of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project,

developers must construct at least 25% of the affordable units on-site and another 25% on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20% option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 1,893 affordable units (20% of 9,463 = 1,892.6, rounded up pursuant to subsection (T) of the ARO), half of which are Required Units. The Applicant has agreed to satisfy its affordable housing obligation by providing all 1,893 affordable units in the buildings in the PD, as set forth in the Affordable Housing Profile (AHP) form attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60% of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that (x) the maximum income level for any affordable unit may not exceed 80% of the AMI, (y) at least one-third (or 631 units) must be affordable to households at or below 50% of the AMI, of which one-sixth (or 105 of the 631 units) must be affordable to households at or below 40% of the AMI, and (z) all income levels must be multiples of 10% of the AMI.

If the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this PD, DOH may adjust the AHP form as requested, in accordance with the ARO, without amending the PD, provided however, the Applicant must update and resubmit the revised AHP form to DOH for review and approval and, at DOH's request, provide an informational presentation to the Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the PD, including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the PD, and will constitute a lien against such property. The Commissioner of DOH may enforce remedies for any breach of this Statement 17, including any breach of the IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the PD.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this PD. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

18. Subject to the receipt of all necessary permits and approvals, the Applicant or its successors and assigns, at its sole cost, shall design and construct the open space improvements in shown on the Open Space Plan (hereinafter the "Park"). Upon completion of the Park, the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors, shall be responsible for maintaining and managing the Park for the purposes set forth herein, including ensuring that the Park's landscaping is well maintained, that the vegetation and plantings are kept in a healthy condition and that the Park facilities are clean, well lit, litter free and clear of snow (hardscaped areas) and debris. The Applicant shall provide sufficient liability insurance coverage for the operation of the Park for public use. The Applicant shall provide informational and wayfinding signage at all entries that the Park is open to the public (subject to occasional partial closure for private use provided that a path providing access during such closures shall be maintained through the Park), free of charge, during normal park hours from 6:00am to 11:00pm every day of the year. During winter months, the Applicant may enclose portions of the Park in a temporary climate-controlled manner with access managed in accordance and compliance with the Chicago Park District Code. The maintenance and management obligations contained herein shall continue for the life of this Planned Development.

    Park improvements within each Subarea shall be constructed and delivered prior to issuance of a certificate of occupancy for the vertical improvements within such Subarea provided, however, Park improvements may be provided in an interim condition (i) until receipt of the certificate of occupancy for the final principal building in each subarea or delayed if consistent with good landscape practice, but not longer than one year following the timing for construction of the final open space improvements set forth herein, or (ii) if necessary to accommodate the later construction of large park recreation components.

    Prior to issuance of building permits for the first principal building for the Planned Development, the Applicant will enter into a development and maintenance agreement (the "DEMA") with the City for the construction, maintenance, and management of the Park. The DEMA obligations shall be binding upon the Applicant, its successors and assigns, including but not limited to a homeowners or master association whose purpose includes maintaining the Park. Upon completion of the Park, the public access provided for herein shall be memorialized in a public access easement agreement (which may be included in the DEMA) with and for the benefit of the City. The recording and other costs associated with establishing the easement shall be the responsibility of the Applicant. A copy of said public access easement agreement shall be on file with DPD.

The Commissioner is hereby authorized to enter into the DEMA (or more than one DEMA if the Commissioner deems necessary depending on the phasing of the development) and all other documents contemplated by the Statement and, in his/her sole discretion, may modify by minor change the foregoing requirements, without further City Council approval, for the DEMA(s) and public access easement agreement(s) so as to permit alternate forms of achieving compliance with the Applicant's construction, maintenance and management obligations and public access rights, such as, by means of example and not limitation, one or more restrictive covenants or owners' reciprocal easement and operation agreements in form and substance acceptable to the City which expressly grant the City necessary enforcement, self-help and lien rights as may be necessary to assure compliance with this Statement.

19. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the Applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26% MBE and 6% WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50% city resident hiring (measured against the total construction work hours for the project or any phase thereof). Notwithstanding the City's goals, the Applicant has established goals of 30% MBE and 8% WBE participation. The M/WBE Participation Proposal must include a description of the Applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the Applicant's submission for Part II permit review for the project or any phase thereof, the Applicant must submit to DPD (a) updates (if any) to the Applicant's preliminary outreach plan, (b) a description of the Applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the Applicant's outreach efforts, and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the Applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the forgoing, DPD may request such additional information as DPD determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city

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residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

20. Construction of the improvements contemplated by this Planned Development may be completed in phases over a period of years. It is acknowledged that commencement and completion of certain phases may exceed the periods set forth in Section 17-13-0612 of the Chicago Zoning Ordinance as of the date of this approval. Should this Planned Development ordinance lapse, the Commissioner may initiate a Zoning Map Amendment to rezone the property to C2-5 Neighborhood Commercial District.

[Existing Land-Use Map; Property Line and Boundary Map; Existing Zoning Map; Subarea Map; Parcel Map; Right-of-Way Vacation and Dedication Map; Site Plan; Site Plan -- Subarea A; Landscape Plans -- Subarea A; Roof Plans -- Subarea A; Building Elevations -- Subarea A; Neighborhood Design Guidelines; Proposed Sections A, C, D, F, I, L, N, P, Q and R; and Illustrations -- Massing referred to in these Plan of Development Statements printed on pages 24704 through 24748 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Planned Development No. 522 Bulk Regulations And Data Table.

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Gross Site Area (sf):[1] 3,368,274

Area in Public Right of Way (Total) (sf): 861,486

Area in Public Right of Way (To Remain) (sf): 765,551

Area in Public Right of Way (To Be Vacated In The Future) (sf): 95,935

Area to be Dedicated to Public Right of Way (Included in Net Site Area) (sf): 32,630

Net Site Area (sf): 2,506,788

Subarea A: 885,178

Subarea B: 564,423

Subarea C: 263,091

Subarea D: 270,592

Subarea E: 231,509

Subarea F: 291,995

Maximum Floor Area Ratio: 5.00

Subarea A: 1.99

Subarea B: 2.29

Subarea C: 8.67

Subarea D: 7.43

Subarea E: 13.05

Subarea F: 7.41

Maximum Number of Dwelling Units: 9,463

Subarea A: 0

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[1] Note: The Area in Public Right of Way and Net Site Areas shown herein may change, due to future vacations and dedications which shall be subject to future CDOT approval.

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Subarea B: 798

Subarea C: 2,457

Subarea D: 1,551

Subarea E: 2,310

Subarea F: 2,347

Maximum Number of Hotel Keys: 1,309*

Subarea A: 233

Subarea B: 228

Subarea C: 0

Subarea D: 248

Subarea E: 600

Subarea F: 0

*Note that the hotel-to-dwelling unit and dwelling unit-to-hotel conversion is a ratio of 2 hotel keys to 1 dwelling unit. Any additional dwelling units in excess of those listed in this bulk table must be submitted to the Department of Housing for review to ensure compliance with the Affordable Requirements Ordinance.

Minimum Parking: Pursuant to Section 17-10-0207

Pursuant to 17-10-0102-B (Transit Served Locations), minimum required parking ratios may be reduced by up to 100 percent from the otherwise applicable standards.

Required event parking will be provided throughout the Planned Development as future phases are developed.

Pursuant to Section 17-3-0308.4, Residential building projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as a minor change under the provisions of Section 17-13-0611.

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Maximum Height: 660'

Subarea A: 200'

Subarea B: 400'

Subarea C: 310'

Subarea D: 485'

Subarea E: 660'

Subarea F: 220'

Minimum Loading:

Residential

0 – 24,999 | 0

25,000 – 199,999 | 1

200,000+ | 1 per 200K sq ft

Retail

0 – 9,999 | 0

10,000 – 24,999 | 1

25,000 – 49,999 | 2

50,000 – 99,999 | 3

100,000 – 249,999 | 4

250,000+ | 1 per 200K sq ft above 250K sq ft

Office & Hotel

0 – 24,999 | 0

25,000 – 499,999 | 1 per 100,00 sq ft

500,000+ | 1 per 500K sq ft

Entertainment

100,000+ | 1 per 100K sq ft

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Minimum Bicycle Parking*:

Residential

(1 space per dwelling unit)

Retail

(1 space per 5 auto spaces)

Hotel

(1 space per 10 auto spaces)

Office

(1 space per 10 auto spaces)

Event

(1 space per 10 auto spaces)

*Max 50 per use

Minimum Setbacks:

Subarea A: 0' based on the underlying C2-5 District pursuant to Sections 17-3-0404, 17-3-0405 and 17-3-0406

Future Subareas will be determined on a case-by-case basis during Site Plan Review.

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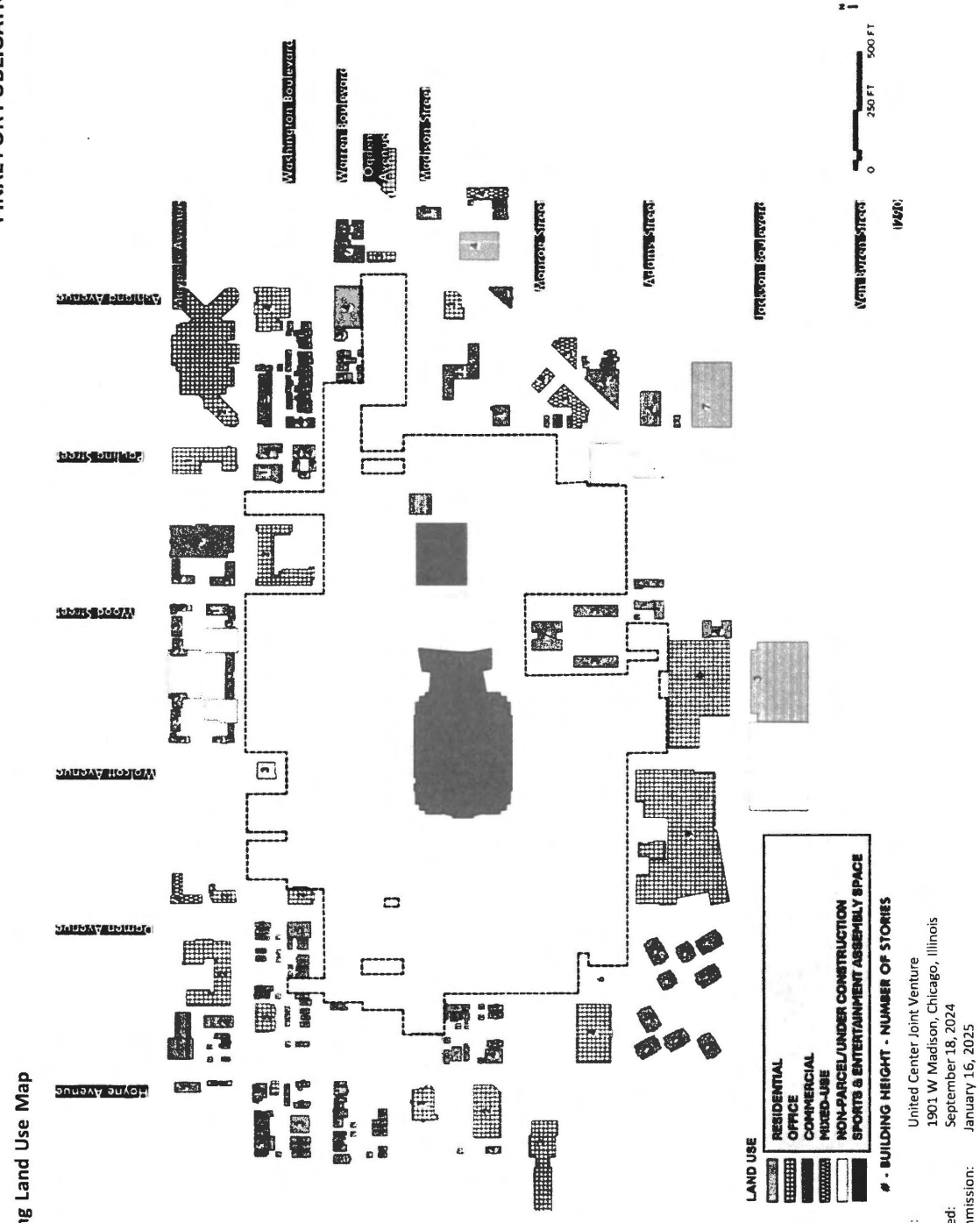
Existing Land Use Map



Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

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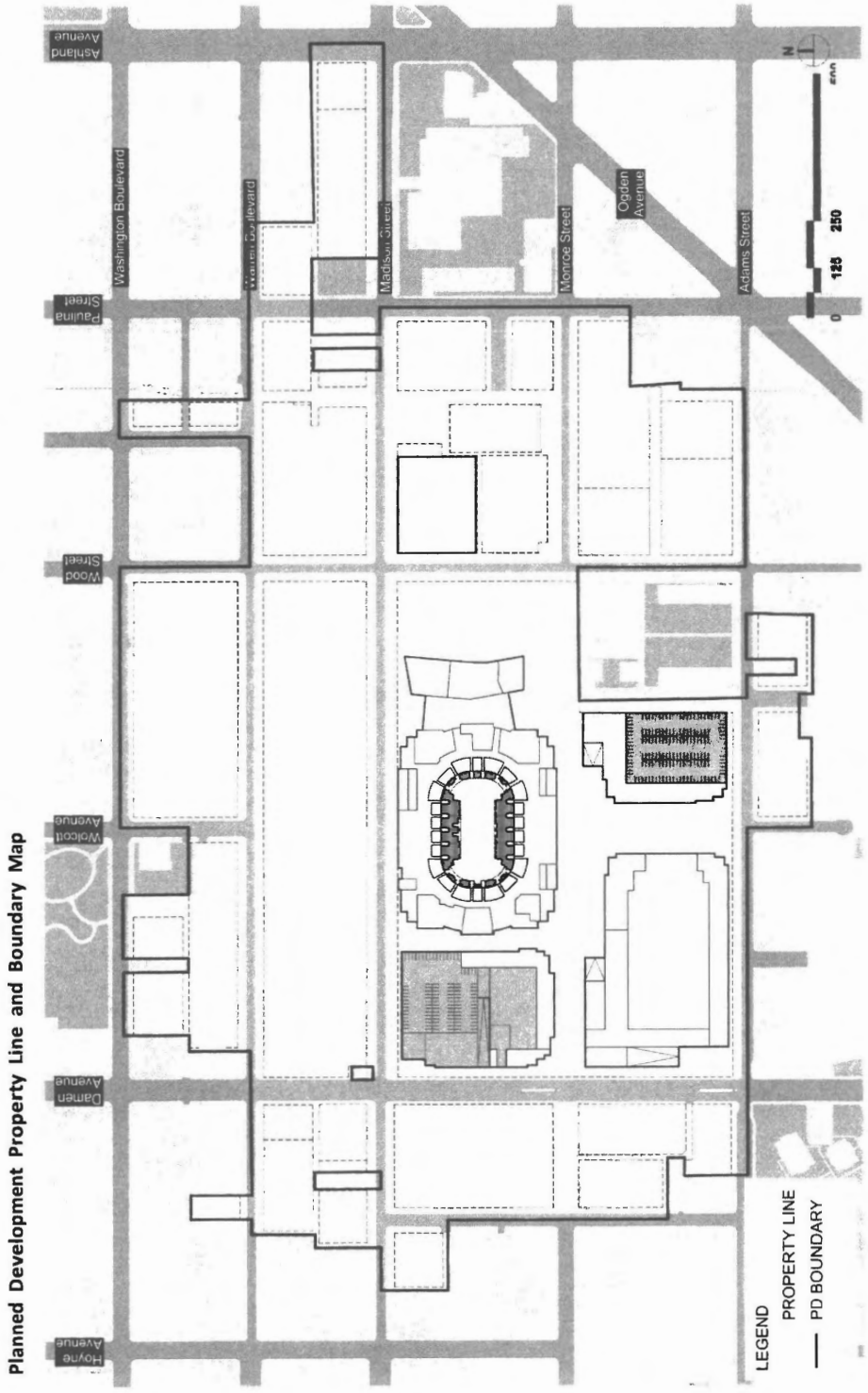

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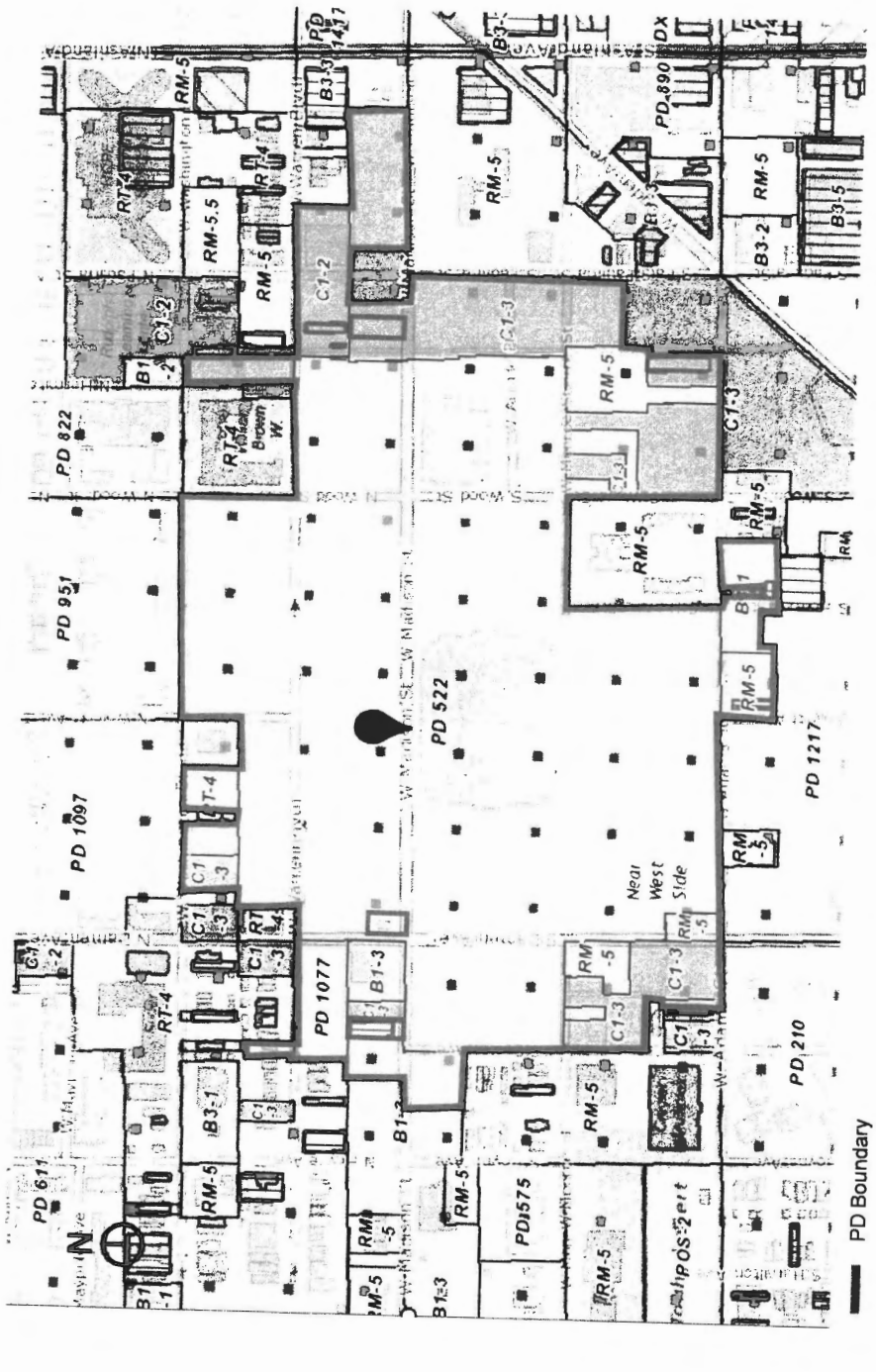
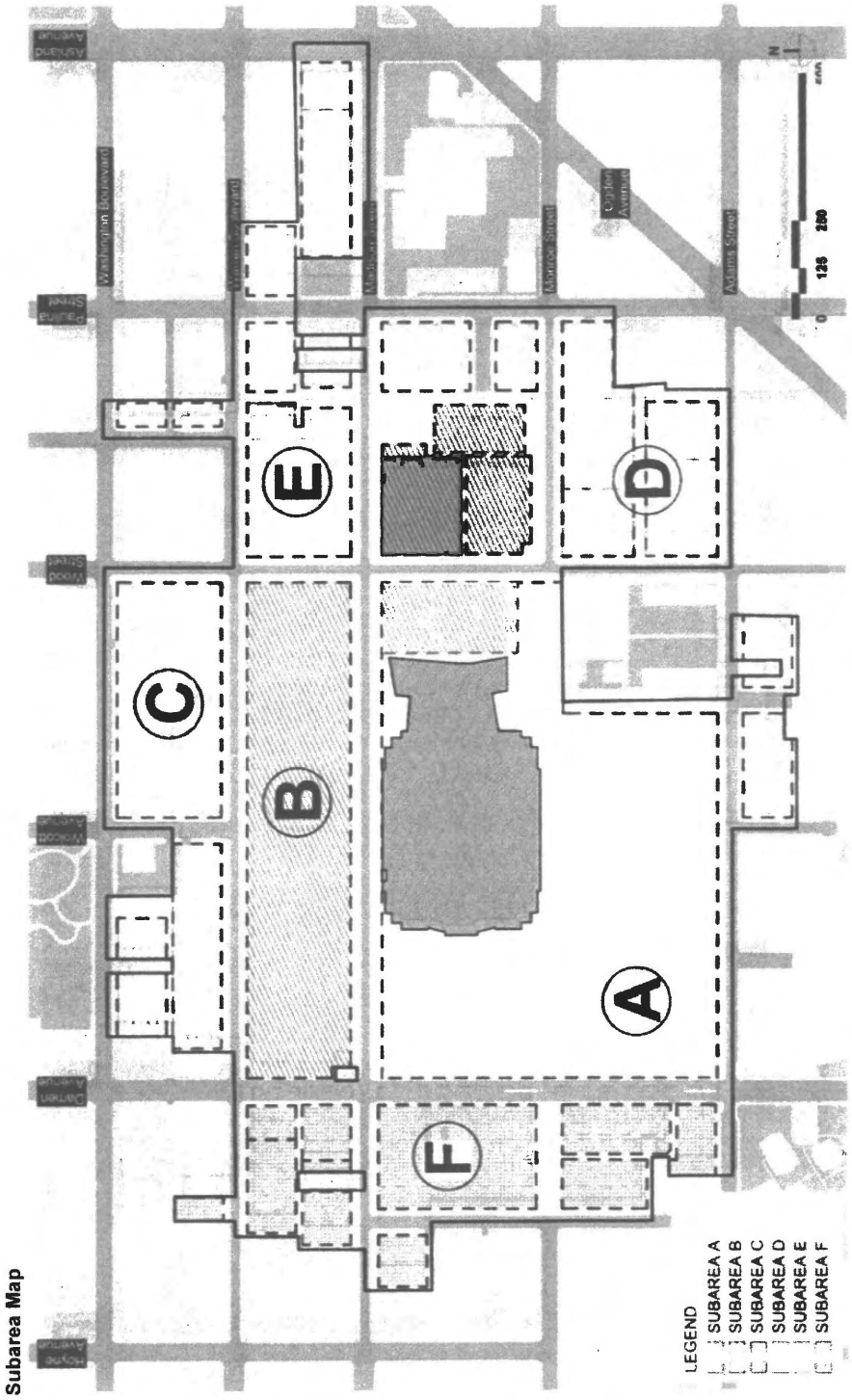
Existing Zoning Map



Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16,2025

FINAL FOR PUBLICATION



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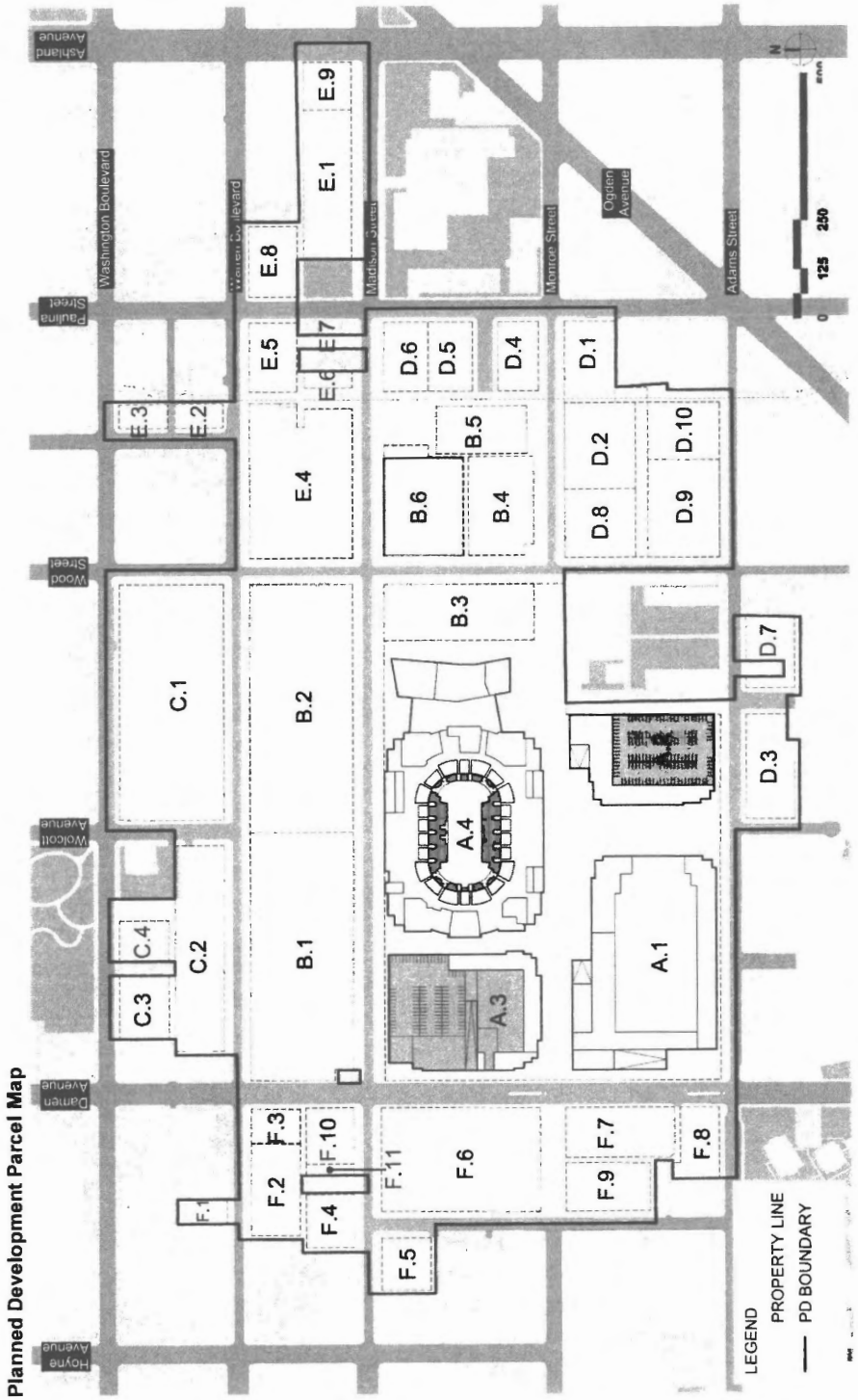

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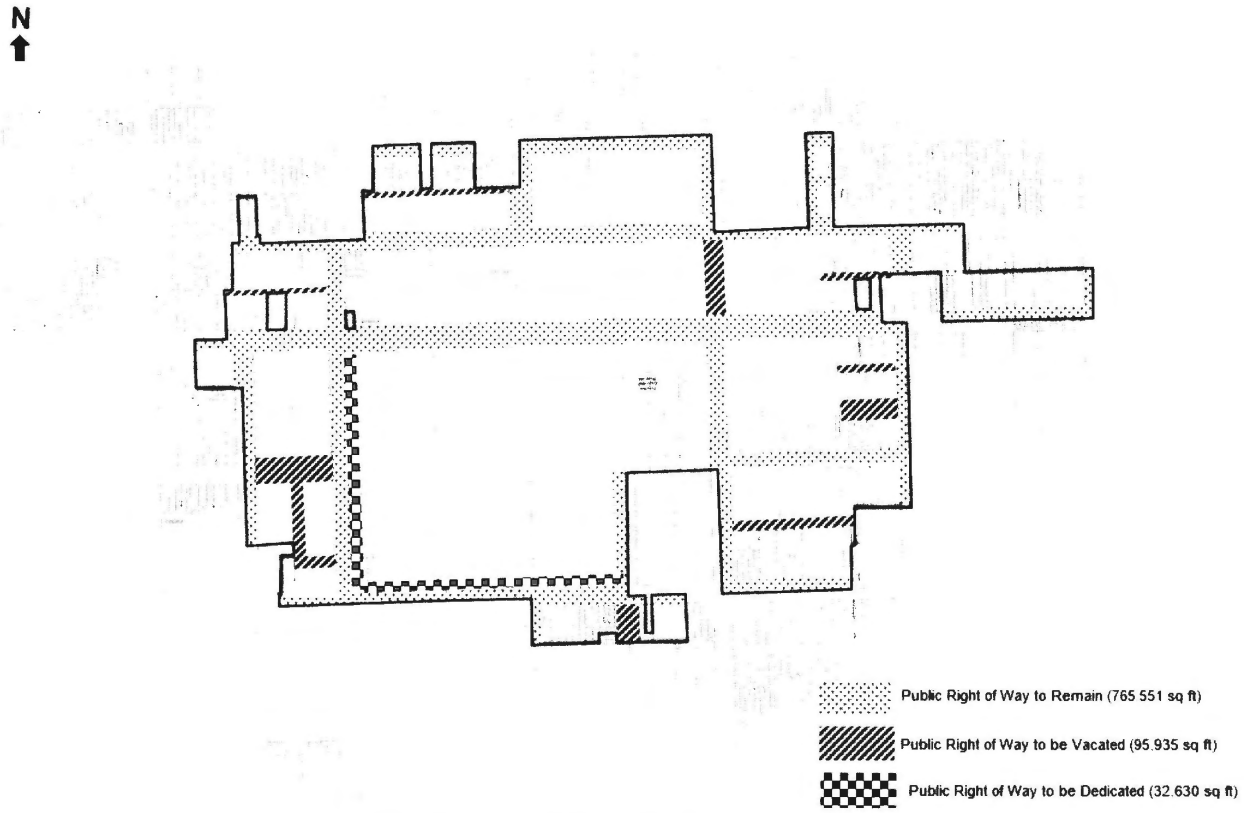
Right-of-Way Vacation and Dedication Map



Vacations and dedications shown hereon are conceptual and subject to future CDOT and Site Plan Approval.

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025

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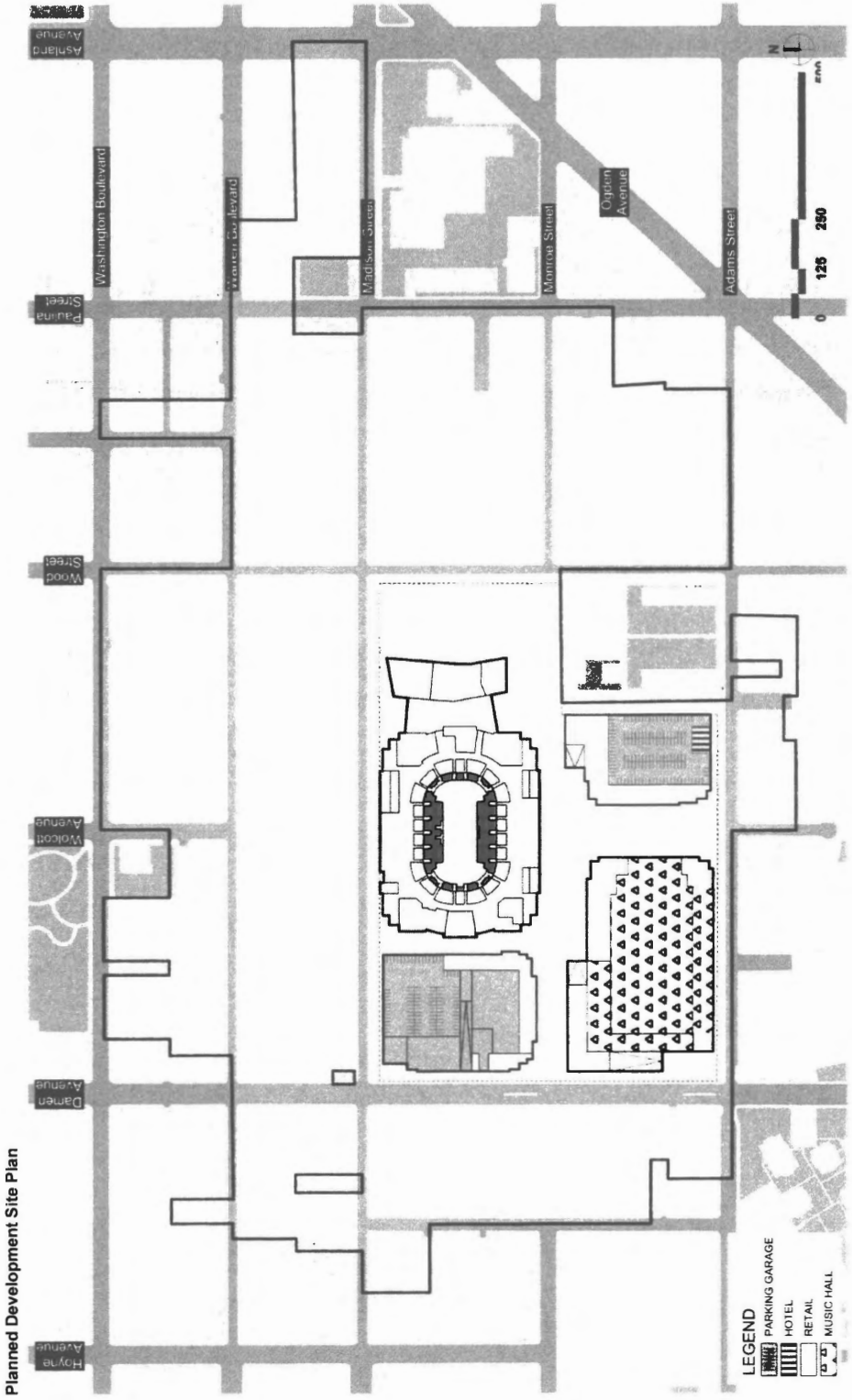
Planned Development Site Plan



Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

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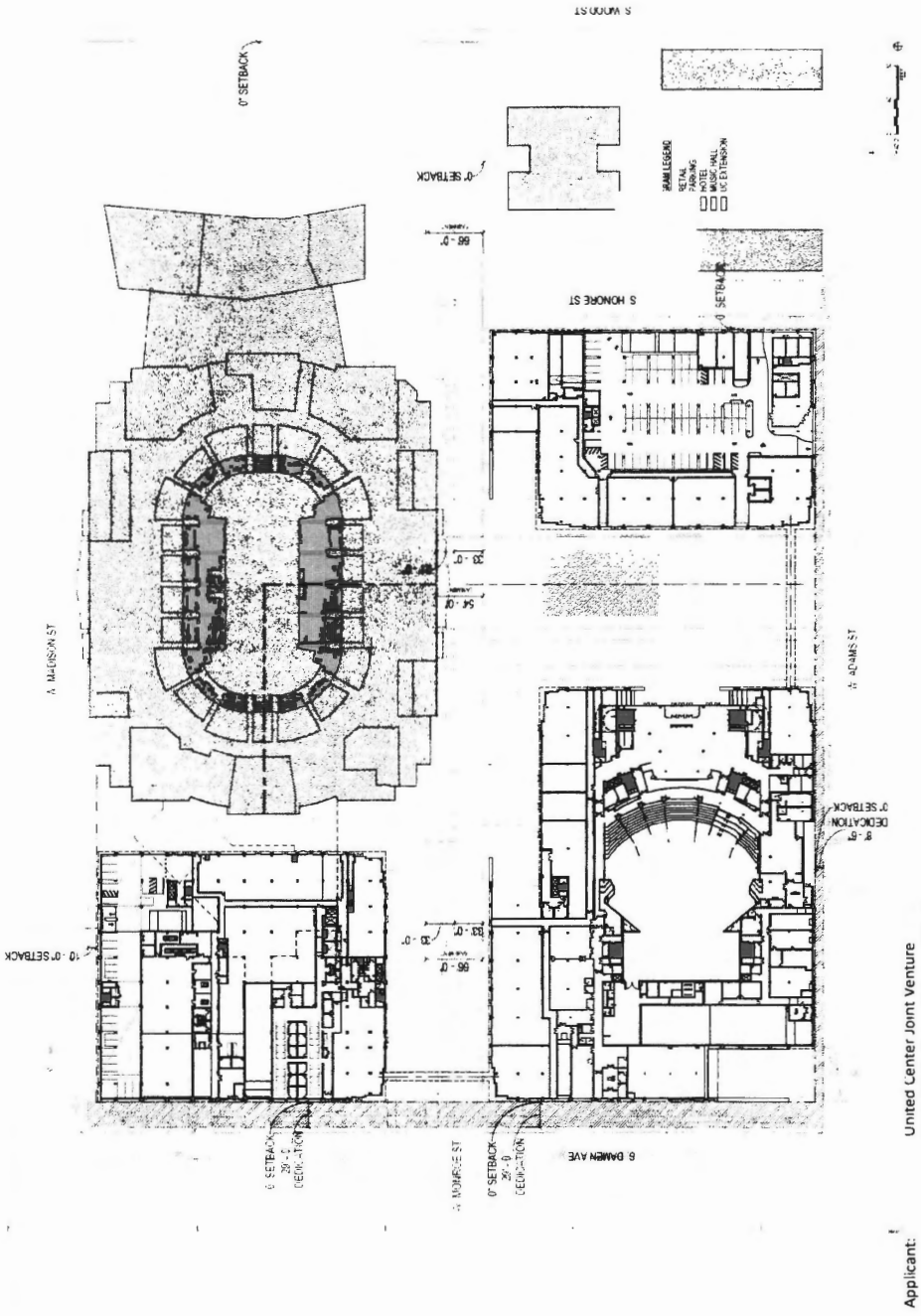

Site Plan – Subarea A

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

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Landscape Plan – Subarea A

3 LANDSCAPE SITE ENLARGEMENT PLAN
1" = 80'-0"

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

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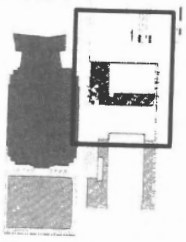
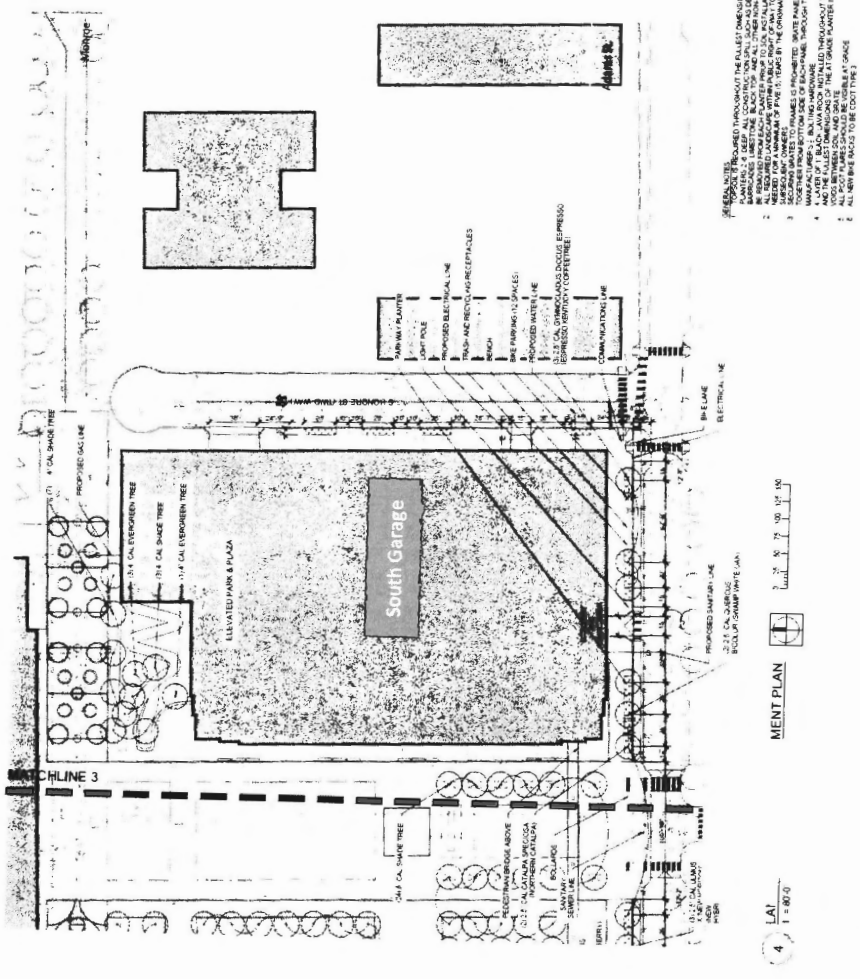


Landscape Plan – Subarea A



Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

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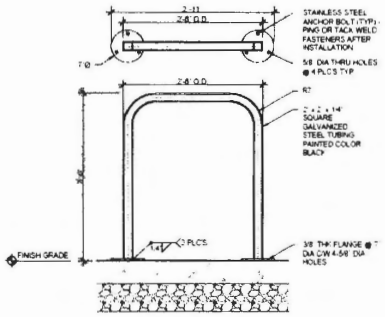
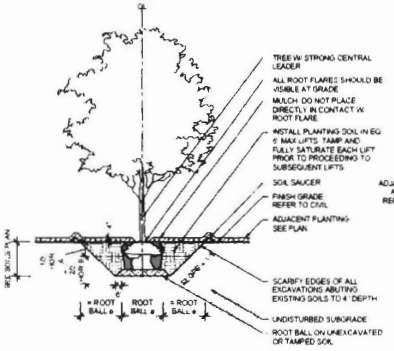
Landscape Plan – Subarea A



1 BIKE DETAIL SECTION
1" = 1'-0"

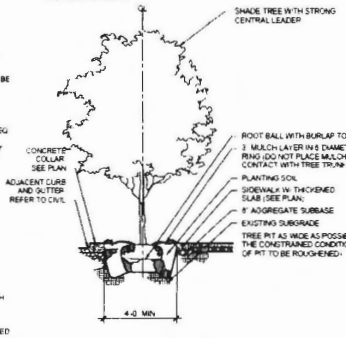
GENERAL NOTES:
1 NEW TOPSOIL IS REQUIRED THROUGHOUT THE FULLEST DIMENSIONS OF ALL TREE PLANTERS 2'-6" DEEP. ALL CONSTRUCTION SPILL SUCH AS DEBRIS, GARBAGE, BARRICADES, LIMESTONE, BLACK TOP, AND ALL OTHER NON-TOPSOIL ITEMS MUST BE REMOVED FROM EACH PLANTER PRIOR TO SOIL INSTALLATION.
2 ALL REQUIRED LANDSCAPE WITHIN PUBLIC RIGHT-OF-WAY TO BE REPLACED, IF NEEDED, FOR A MINIMUM OF FIVE (5) YEARS BY THE ORIGINAL APPLICANT AND ANY SUBSEQUENT OWNERS.
3 SECURING GRATES TO FRAMES IS PROHIBITED. GRATE PANELS MAY BE SECURED TOGETHER FROM BOTTOM SIDE OF EACH PANEL THROUGH THE BOLT LUGS AND MANUFACTURER'S 3-4 BOLTING HARDWARE.
4 4" LAYER OF 1" BLACK LAVA ROCK INSTALLED THROUGHOUT THE GRATE OPENING AND THE FULLEST DIMENSIONS OF THE AT GRADE PLANTER IS REQUIRED. LEAVE NO VOIDS BETWEEN SOIL AND GRATE.
5 ALL ROOT FLARES SHOULD BE VISIBLE AT GRADE.

NOTES:
1 REMOVE TRUNKS WHEN PLANTED IN A LINE.
2 ORIENT TREE PER LA TREE SEALS, RIBBON, AND/OR OTHER MARKINGS AS COORDINATED W/ NURSERY VISITS PER SPECIFICATIONS.
3 DO NOT PRUNE OR THIN CANOPY UNLESS DIRECTED BY LA.
4 REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP HALF OF ROOT BALL. IF PLANT IS SHIPPED W/ WIRE BASKET AROUND ROOT BALL, CUT WIRE IN FOUR PLACES AND REMOVE TOP HALF.
5 ALL ROOT FLARES SHOULD BE VISIBLE AT GRADE.
6 ENSURE TRUNK AND LEADER ARE PLUMB.
7 REMOVE EXCESS FILL ON TOP OF ROOT BALL TO ENSURE ROOT FLARE IS VISIBLE.



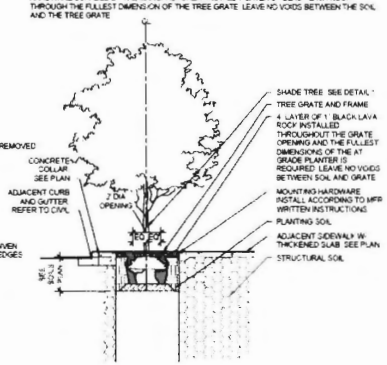
2 SHADE TREE SECTION
1/8" = 1'-0"

NOTES:
1 REMOVE TRUNKS WHEN PLANTED IN A LINE.
2 ORIENT TREE PER LA TREE SEALS, RIBBON, AND/OR OTHER MARKINGS AS COORDINATED W/ NURSERY VISITS PER SPECIFICATIONS.
3 DO NOT PRUNE OR THIN CANOPY UNLESS DIRECTED BY LA.
4 REMOVE ALL TWINE, ROPE, WIRE, AND BURLAP FROM TOP HALF OF ROOT BALL. IF PLANT IS SHIPPED W/ WIRE BASKET AROUND ROOT BALL, CUT WIRE IN FOUR PLACES AND REMOVE TOP HALF.
5 ALL ROOT FLARES SHOULD BE VISIBLE AT GRADE.
6 ENSURE TRUNK AND LEADER ARE PLUMB.
7 REMOVE EXCESS FILL ON TOP OF ROOT BALL TO ENSURE ROOT FLARE IS VISIBLE.



3 SHADE TREE IN PARKWAY SECTION
NOT TO SCALE

NOTES:
1 PROPOSED MFR AND PRODUCT DIMENSIONS. SEE HARDSCAPE SCHEDULE.
1.1 TREE GRATE SHALL BE STAMPED W/ CITY OF CHICAGO, 5/8 H ON ALL PANELS.
1.2 TREE GRATE SHALL BE SECURED TOGETHER W/ BOLTS BELOW THE GRATE TO PREVENT VANDALISM.
2 NEW TOPSOIL IS REQUIRED THROUGHOUT THE FULLEST DIMENSIONS OF ALL TREE PLANTERS 2'-6" DEEP. ALL CONSTRUCTION SPILL SUCH AS DEBRIS, GARBAGE, BARRICADES, LIMESTONE, BLACK TOP, AND ALL OTHER NON-TOPSOIL ITEMS MUST BE REMOVED FROM EACH PLANTER PRIOR TO SOIL INSTALLATION.
3 STRUCTURAL SOIL IS REQUIRED AND SHALL BE CONTINUOUS FROM THE CURB TO THE PROPERTY LINE UNDER ALL PAVED SURFACES WHERE NEW PARKWAY TREES ARE PROPOSED.
4 ALL NEW PARKWAY TREES PROPOSED WITH TREE GRATES ARE TO RECEIVE 5'-0 1/2" TREE GRATES WITH 18" OPENING. SET AT THE BACK OF THE CURB. GRATE PANELS ARE TO BE SECURED TOGETHER FROM THE BOTTOM SIDE OF EACH PANEL THROUGH THE BOLT LUGS AND 4" BOLTING HARDWARE SUPPLIED BY THE MANUFACTURER. INSTALL 4" LAYER OF BLACK LAVA ROCK THROUGH THE FULLEST DIMENSION OF THE TREE GRATE. LEAVE NO VOIDS BETWEEN THE SOIL AND THE TREE GRATE.



4 SHADE TREE WITHIN PARKWAY GRATE SECTION
1/8" = 1'-0"

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION

Landscape Plan – Subarea A

PLANT SCHEDULE - 9709

CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	REMARKS	CSDP 4.1 WORKING LANDSCAPES NATIVE/NATIVAR	PLANT TYPE
SHADE TREES								
AE.AR	4	*Aesculus x arnoldiana* 'Autumn Splendor'	Autumn Splendor Horse Chesnut	B&B	2.5" cal	6'T clear branch height		T
AE.CA		*Aesculus x carnea* 'Fort McNair'	Fort McNair Red Horse Chesnut	B&B	2.5" cal	6'T clear branch height		T
AE.FL	8	*Aesculus flava*	Yellow Buckeye	B&B	2.5" cal	6'T clear branch height		T
BE.NI		*Betula nigra* 'Cully'	Heritage River Birch	B&B	2.5" cal	6'T clear branch height		T
CA.SP	5	*Catalpa speciosa*	Northern Catalpa	B&B	2.5" cal	6'T clear branch height	Y	T
CE.OC	4	*Celtis occidentalis*	Common Hackberry	B&B	2.5" cal	6'T clear branch height	Y	T
GI.BI	7	*Ginkgo biloba*	Ginkgo	B&B	2.5" cal	6'T clear branch height		T
GL.TR		*Gleditsia triacanthos var. inermis*	Honey Locust	B&B	2.5" cal	6'T clear branch height		T
GY.ES	10	*Gymnocladus dioca* 'Espresso'	Espresso Kentucky Coffeetree	B&B	2.5" cal	6'T clear branch height	Y	T
PL.AC		*Platanus x acerifolia* 'Morton Circle'	Exclamation Planetree	B&B	2.5" cal	6'T clear branch height		T
QU.BI	8	*Quercus bicolor*	Swamp White Oak	B&B	2.5" cal	6'T clear branch height	Y	T
QU.MU		*Quercus muehlenbergii*	Chinkapin Oak	B&B	2.5" cal	6'T clear branch height	Y	T
QU.IM	7	*Quercus imbricaria*	Shingle Oak	B&B	2.5" cal	6'T clear branch height		T
QU.MA		*Quercus x macdanielii* 'Clemons'	Heritage Oak	B&B	2.5" cal	6'T clear branch height		T
QU.SC		*Quercus x schuettei*	Schuette Oak	B&B	2.5" cal	6'T clear branch height		T
QU.TA		*Quercus* 'Taylor'	Triple Crown Oak	B&B	2.5" cal	6'T clear branch height		T
TI.AM		*Tilia americana* 'McSentry'	American Sentry Linden	B&B	2.5" cal	6'T clear branch height	Y	T
TI.TO		*Tilia tomentosa*	Silver Linden	B&B	2.5" cal	6'T clear branch height		T
TI.MO		*Tilia mongolica* 'Harvest Gold'	Harvest Gold Linden	B&B	2.5" cal	6'T clear branch height		T
TA.DI		*Taxodium distichum*	Bald Cypress	B&B	2.5" cal	6'T clear branch height		T
TA.SH		*Taxodium distichum* 'Shawnee Brave'	Shawnee Brave Bald Cypress	B&B	2.5" cal	6'T clear branch height	Y	T
UL.NE	6	*Ulmus x* 'New Horizon'	New Horizon Hybrid Elm	B&B	2.5" cal	6'T clear branch height	Y	T
UL.MI		*Ulmus minor* 'Patriot'	Patriot Elm	B&B	2.5" cal	6'T clear branch height		T
UL.AM	7	*Ulmus americana* 'Princeton'	Princeton American Elm	B&B	2.5" cal	6'T clear branch height		T
UNDERSTORY / ORNAMENTAL TREES								
CA.CA		*Carpinus caroliniana*	American Hornbeam	B&B	2.5" cal	Limbed up canopy	Y	T
MA.PO		*Maclura pomifera inermis* 'White Shield'	White Shield Osage Orange	B&B	2" cal	Single Stem	Y	T
MA.RE		*Malus* 'Red Jewel'	Red Jewel Crabapple	B&B	2" cal	Single Stem	Y	T
OS.VI		*Ostrya virginiana*	Ironwood	B&B	12' ht x 12' w	3-5 canes. Northern Strain. Limbed	Y	T
SY.RE		*Syringa reticulata* 'Ivory Silk'	Ivory Silk Japanese Tree Lilac	B&B	10' ht x 10' w	3-5 canes. Northern Strain. Limbed	Y	T
SY.PE		*Syringa pekinensis* 'Morton'	China Snow Peking Lilac	B&B	8' ht x 8' w	Single Stem. Northern Strain. Limbed	Y	T

PLANTING NOTES:

SUBMIT PLANT MATERIAL & GROWING MEDIA PRODUCT DATA FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT, AOR, & OWNER'S REP PRIOR TO PURCHASE AND INSTALLATION
INCLUDE PHOTOS AND NOTE HEIGHTS AND WIDTHS OF ALL PLANT MATERIAL.
PROVIDE PLANT LIST AND SUPPLYING NURSERIES / GROWERS FOR EACH ITEM
ALL PLANT LOCATION SHALL BE FINALIZED, FACED, AND APPROVED BY LA IN THE FIELD PRIOR TO INSTALLATION
BULB LAYOUT SHALL BE FIELD DIRECTED BY LA. BULBS SHALL BE INSTALLED IN OCTOBER AND/OR NOVEMBER
ALL PLANT SUBSTITUTIONS MUST BE REVIEWED WITH & APPROVED BY LA

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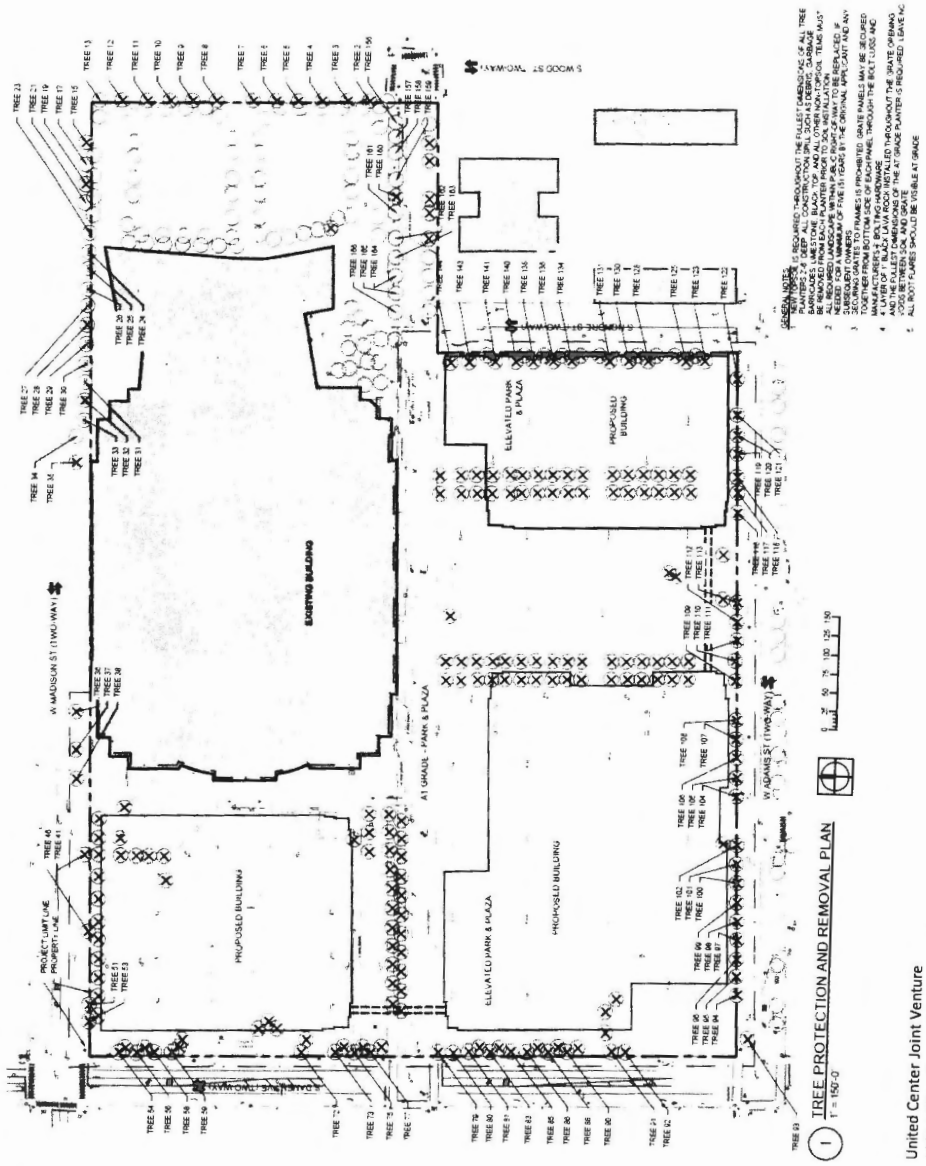
Landscape Plan – Subarea A



1 TREE PROTECTION AND REMOVAL PLAN
1" = 150'-0"

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
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Plan Commission: January 16, 2025

Landscape Plan – Subarea A

PROJECT: 9700 United Center Phase 1 SURVEY DATE: 7/9/24 & 7/10/24 SURVEYED BY: M. Murdock, S. Chevarria, C. O'Bannon, A. Tse

TREE SURVEY

TREE #	COMMON NAME	LATIN NAME	DBH	CONDITION	COMMENTS	REMOVE/PROTECT IN PLACE
1	Hybrid Elm	Ulmus X	8	Good		
4	Callery Pear	Pyrus calleryana	7	Poor	Growing into canopy of adjacent Honeylocust	Remove
3	Callery Pear	Pyrus calleryana	7	Poor	Growing into canopy of adjacent Honeylocust	Remove
4	Callery Pear	Pyrus calleryana	10	Poor	Growing into canopy of adjacent Honeylocust	Remove
5	Callery Pear	Pyrus calleryana	10	Poor	Growing into canopy of adjacent Honeylocust	Remove
6	Callery Pear	Pyrus calleryana	7	Poor	Growing into canopy of adjacent Honeylocust	Remove
7	Callery Pear	Pyrus calleryana	13	Poor	Growing into canopy of adjacent Honeylocust	Remove
8	Callery Pear	Pyrus calleryana	10	Poor	Growing into canopy of adjacent Honeylocust	Remove
9	Stump		7	Stump		Remove
10	Stump		2	Stump		Remove
11	Callery Pear	Pyrus calleryana	8	Poor	Growing into canopy of adjacent Honeylocust	Remove
12	Callery Pear	Pyrus calleryana	6	Poor	Growing into canopy of adjacent Honeylocust	Remove
13	Honeylocust	Gleditsia triacanthos	14	Good	Deadwood prune	Protect In Place
14	Hackberry	Celtis occidentalis	4	Good	Tight split created by neighbors	Protect In Place
15	Hybrid Elm	Ulmus X	8	Poor	Remove due to dead leader and canopy dieback	Remove
16	American Linden	Tilia americana	17	Good		Protect In Place
17	American Linden	Tilia americana	11	Good		Protect In Place
18	American Linden	Tilia americana	5	Good		Protect In Place
19	Hybrid Elm	Ulmus X	8	Poor		Remove
20	American Linden	Tilia americana	14	Good		Protect In Place
21	American Linden	Tilia americana	10	Fair		Protect In Place
22	American Linden	Tilia americana	13	Good		Protect In Place
23	Shingle Oak	Quercus imbricaria	3	Fair	Grates	Protect In Place
24	Shingle Oak	Quercus imbricaria	3	Fair	Grates	Protect In Place
25	Swamp White Oak	Quercus bicolor	7	Good	Grates	Protect In Place
26	Swamp White Oak	Quercus bicolor	4	Fair		Protect In Place
27	Bur Oak	Quercus macrocarpa	4	Good		Protect In Place
28	Shingle Oak	Quercus imbricaria	3	Poor		Remove
29	Hybrid Elm	Ulmus X	4	Good		Protect In Place
30	Hackberry	Celtis occidentalis	2	Good	Missing lower 3% hazard	Protect In Place
31	Hybrid Elm	Ulmus X	9	Fair	Deadwood prune	Protect In Place
32	Hybrid Elm	Ulmus X	8	Poor	Deadwood prune	Remove
33	Hybrid Elm	Ulmus X	7	Fair	Uplift grate, trip hazard	Protect In Place
34	Honeylocust	Gleditsia triacanthos	7	Fair		Protect In Place
35	Dead		2	Dead	Remove	Remove
36	Honeylocust	Gleditsia triacanthos	7	Poor	Remove due to dead leader and canopy dieback	Remove
37	Honeylocust	Gleditsia triacanthos	7	Poor	Remove due to dead leader and canopy dieback	Remove
38	Honeylocust	Gleditsia triacanthos	7	Fair		Remove
39	American Linden	Tilia americana	7	Fair		Remove
40	American Linden	Tilia americana	11	Good		Remove
41	American Linden	Tilia americana	12	Good		Remove
42	American Linden	Tilia americana	10	Dead		Remove
43	American Linden	Tilia americana	12	Dead		Remove
44	American Linden	Tilia americana	11	Good		Remove
45	American Linden	Tilia americana	11	Good		Remove
46	American Linden	Tilia americana	15	Good		Remove
47	American Linden	Tilia americana	11	Good		Remove
48	American Linden	Tilia americana	21	Good		Remove
49	American Linden	Tilia americana	12	Good		Remove
50	American Linden	Tilia americana	11	Good		Remove
51	American Linden	Tilia americana	8	Good		Remove
52	American Linden	Tilia americana	14	Good		Remove
53	Callery Pear	Pyrus calleryana	10	Poor		Remove
54	Callery Pear	Pyrus calleryana	10	Poor		Remove
55	Honeylocust	Gleditsia triacanthos	13	Fair	Deadwood prune	Remove

PROJECT: 9700 United Center Phase 1 SURVEY DATE: 7/9/24 & 7/10/24 SURVEYED BY: M. Murdock, S. Chevarria, C. O'Bannon, A. Tse

TREE SURVEY

TREE #	COMMON NAME	LATIN NAME	DBH	CONDITION	COMMENTS	REMOVE/PROTECT IN PLACE
56	Callery Pear	Pyrus calleryana	8	Poor		Remove
57	Honeylocust	Gleditsia triacanthos	10	Fair	Deadwood prune	Remove
58	Callery Pear	Pyrus calleryana	10	Poor		Remove
59	Callery Pear	Pyrus calleryana	10	Poor		Remove
60	Honeylocust	Gleditsia triacanthos	13	Fair	Deadwood prune	Remove
61	Callery Pear	Pyrus calleryana	10	Poor		Remove
62	Black Pine	Pinus nigra	20	Good		Remove
63	American Linden	Tilia americana	11	Fair		Remove
64	American Linden	Tilia americana	11	Good		Remove
65	American Linden	Tilia americana	16	Good		Remove
66	Stump		12	Stump		Remove
67	Crabapple	Malus spp	8	Fair	Remove	Remove
68	Crabapple	Malus spp	7	Fair		Remove
69	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
70	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
71	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
72	Callery Pear	Pyrus calleryana	12	Poor	Shaded out by adjacent honeylocusts	Remove
73	Callery Pear	Pyrus calleryana	12	Poor	Shaded out by adjacent honeylocusts	Remove
74	Honeylocust	Gleditsia triacanthos	14	Fair	Deadwood prune	Remove
75	Callery Pear	Pyrus calleryana	13	Poor	Shaded out by adjacent honeylocusts	Remove
76	Honeylocust	Gleditsia triacanthos	12	Fair	Deadwood prune	Remove
77	Callery Pear	Pyrus calleryana	15	Poor	Shaded out by adjacent honeylocusts	Remove
78	Honeylocust	Gleditsia triacanthos	11	Fair	Deadwood prune	Remove
79	Callery Pear	Pyrus calleryana	15	Poor	Shaded out by adjacent honeylocusts	Remove
80	Callery Pear	Pyrus calleryana	12	Poor	Shaded out by adjacent honeylocusts	Remove
81	Callery Pear	Pyrus calleryana	13	Poor	Shaded out by adjacent honeylocusts	Remove
82	Honeylocust	Gleditsia triacanthos	13	Good	Deadwood prune	Remove
83	Callery Pear	Pyrus calleryana	14	Poor	Shaded out by adjacent honeylocusts	Remove
84	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
85	Stump		8	Stump		Remove
86	Callery Pear	Pyrus calleryana	10	Poor	Shaded out by adjacent honeylocusts	Remove
87	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
88	Callery Pear	Pyrus calleryana	14	Poor	Shaded out by adjacent honeylocusts	Remove
89	Honeylocust	Gleditsia triacanthos	21	Fair	Deadwood prune	Remove
90	Callery Pear	Pyrus calleryana	14	Poor	Shaded out by adjacent honeylocusts	Remove
91	Callery Pear	Pyrus calleryana	7	Poor	Shaded out by adjacent honeylocusts	Remove
92	Callery Pear	Pyrus calleryana	15	Poor	Shaded out by adjacent honeylocusts	Remove
93	Swamp White Oak	Quercus bicolor	4	Good	Grates	Remove
94	Honeylocust	Gleditsia triacanthos	21	Fair	Deadwood prune	Remove
95	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Remove
96	Honeylocust	Gleditsia triacanthos	17	Good	Deadwood prune	Remove
97	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
98	Honeylocust	Gleditsia triacanthos	18	Fair	Deadwood prune	Remove
99	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
100	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Remove
101	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
102	Honeylocust	Gleditsia triacanthos	18	Fair	Deadwood prune	Remove
103	Dead		6	Dead		Remove
104	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
105	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
106	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
107	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
108	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
109	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove

Applicant: United Center Joint Venture
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Landscape Plan – Subarea A

PROJECT: 9700 United Center Phase 1 SURVEY DATE: 7/5/24 & 7/10/24 SURVEYED BY: M. Murdock, S. Chevarria, C. O'Bannon, A. Tee

TREE SURVEY

TREE #	COMMON NAME	LATIN NAME	DBH	CONDITION	COMMENTS	REMOVE/PROTECT IN PLACE
[illegible]	Honeylocust	Gleditsia triacanthos	17"	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	14	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	12	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
[illegible]	Crabapple	Malus spp	2	Poor		Remove
[illegible]	Crabapple	Malus spp	3	Good		Remove
[illegible]	Honeylocust	Gleditsia triacanthos	19	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	13	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	2	Poor	Remove	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	25	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
[illegible]	Callery Pear	Pyrus calleryana	11	Poor		Remove
[illegible]	Honeylocust	Gleditsia triacanthos	18	Fair	Deadwood prune	Remove
[illegible]	Callery Pear	Pyrus calleryana	14	Poor		Remove
[illegible]	Callery Pear	Pyrus calleryana	11	Poor		Remove
[illegible]	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
[illegible]	Callery Pear	Pyrus calleryana	11	Poor		Remove
[illegible]	Honeylocust	Gleditsia triacanthos	17	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Remove
[illegible]	Callery Pear	Pyrus calleryana	13	Poor		Remove
[illegible]	Callery Pear	Pyrus calleryana	10	Poor	Remove - Callipe dieback	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
[illegible]	Callery Pear	Pyrus calleryana	11	Poor		Remove
[illegible]	Honeylocust	Gleditsia triacanthos	14	Fair	Deadwood prune	Remove
[illegible]	Callery Pear	Pyrus calleryana	11	Poor		Remove
[illegible]	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
[illegible]	Callery Pear	Pyrus calleryana	14	Poor		Remove
[illegible]	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Remove
[illegible]	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Remove
[illegible]	Callery Pear	Pyrus calleryana	16	Fair		Remove
[illegible]	Callery Pear	Pyrus calleryana	11	Poor		Remove
[illegible]	Callery Pear	Pyrus calleryana	15	Fair		Remove
[illegible]	American Linden	Tilia americana	17	Good		Protect In Place
[illegible]	American Linden	Tilia americana	15	Fair	Pruned for power line clearance	Protect In Place
[illegible]	American Linden	Tilia americana	15	Fair	Pruned for power line clearance	Protect In Place
[illegible]	American Linden	Tilia americana	18	Fair	Pruned for power line clearance	Protect In Place
[illegible]	American Linden	Tilia americana	17	Fair	Pruned for power line clearance	Protect In Place
[illegible]	American Linden	Tilia americana	17	Fair	Remove. Pruned hard for power line clearance	Remove
[illegible]	American Linden	Tilia americana	18	Poor	Remove. Pruned hard for power line clearance	Remove
[illegible]	American Linden	Tilia americana	13	Poor	Remove. Pruned hard for power line clearance	Remove
[illegible]	American Linden	Tilia americana	13	Poor	Remove. Pruned hard for power line clearance	Remove
154	Dead		19	Dead	Remove	Remove
[illegible]	American Linden	Tilia americana	14	Fair	Pruned for power line clearance	Protect In Place
[illegible]	Hackberry	Celtis occidentalis	7	Good		Protect In Place
[illegible]	Hackberry	Celtis occidentalis	6	Good		Protect In Place
[illegible]	Hackberry	Celtis occidentalis	8	Good		Protect In Place
[illegible]	American Linden	Tilia americana	14	Good		Protect In Place
[illegible]	Stump		6	Stump		Remove
[illegible]	American Linden	Tilia americana	12	Good		Protect In Place
[illegible]	American Linden	Tilia americana	14	Good		Protect In Place
[illegible]	American Linden	Tilia americana	14	Good		Protect In Place
[illegible]	American Linden	Tilia americana	14	Good		Protect In Place

PROJECT: 9700 United Center Phase 1 SURVEY DATE: 7/5/24 & 7/10/24 SURVEYED BY: M. Murdock, S. Chevarria, C. O'Bannon, A. Tee

TREE SURVEY

TREE #	COMMON NAME	LATIN NAME	DBH	CONDITION	COMMENTS	REMOVE/PROTECT IN PLACE
[illegible]	American Linden	Tilia americana	16	Good		Protect In Place
[illegible]	American Linden	Tilia americana	11	Good		Protect In Place
[illegible]	Swamp White Oak	Quercus bicolor	10	Fair		Protect In Place
[illegible]	Honeylocust	Gleditsia triacanthos	11	Fair	Deadwood prune	Protect In Place
[illegible]	Honeylocust	Gleditsia triacanthos	12	Fair	Deadwood prune	Protect In Place
[illegible]	Honeylocust	Gleditsia triacanthos	11	Fair	Deadwood prune	Protect In Place
[illegible]	Honeylocust	Gleditsia triacanthos	12	Fair	Deadwood prune	Protect In Place
[illegible]	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Protect In Place
[illegible]	Hackberry	Celtis occidentalis	3	Good		Protect In Place
[illegible]	Hackberry	Celtis occidentalis	4	Good		Protect In Place
[illegible]	Hackberry	Celtis occidentalis	6	Good		Protect In Place
[illegible]	Hackberry	Celtis occidentalis	5	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	5	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	3	Fair		Protect In Place
[illegible]	Dead		3	Dead		Remove
[illegible]	Ginkgo	Ginkgo biloba	2	Good		Protect In Place
[illegible]	Ginkgo	Ginkgo biloba	3	Good		Protect In Place
[illegible]	Ginkgo	Ginkgo biloba	3	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	8	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	6	Good		Protect In Place
[illegible]	Hybrid Elm	Ulmus x	3	Fair		Protect In Place
[illegible]	Baldcypress	Taxodium distichum	2	Good		Protect In Place
[illegible]	Baldcypress	Taxodium distichum	1	Fair		Protect In Place
[illegible]	Baldcypress	Taxodium distichum	3	Fair		Protect In Place
[illegible]	Baldcypress	Taxodium distichum	2	Fair		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	5	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	5	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	4	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	4	Good		Protect In Place
[illegible]	Swamp White Oak	Quercus bicolor	4	Fair		Protect In Place
[illegible]	Baldcypress	Taxodium distichum	2	Good		Protect In Place
[illegible]	Baldcypress	Taxodium distichum	2	Good		Protect In Place
[illegible]	Baldcypress	Taxodium distichum	2	Good		Protect In Place
[illegible]	Baldcypress	Taxodium distichum	2	Good		Protect In Place
[illegible]	Hybrid Elm	Ulmus x	3	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	5	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	4	Good		Protect In Place
[illegible]	Ginkgo	Ginkgo biloba	3	Good		Protect In Place
[illegible]	Ginkgo	Ginkgo biloba	3	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	3	Good		Protect In Place
[illegible]	London Planetree	Platanus x acerifolia	3	Fair		Protect In Place
[illegible]	State Street Maple	Acer miyabei 'Morton'	5	Good		Protect In Place
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[illegible]	Ginkgo	Ginkgo biloba	2	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	4	Good		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	4	Poor		Protect In Place
[illegible]	Freeman Maple	Acer x freemanii	4	Good		Protect In Place
[illegible]	Ginkgo	Ginkgo biloba	2	Fair		Protect In Place
[illegible]	Ginkgo	Ginkgo biloba	2	Fair		Protect In Place
[illegible]	Ginkgo	Ginkgo biloba	3	Good		Protect In Place
[illegible]	Honeylocust	Gleditsia triacanthos	14	Fair	Deadwood prune	Protect In Place
[illegible]	Honeylocust	Gleditsia triacanthos	12	Fair	Deadwood prune	Protect In Place
[illegible]	Honeylocust	Gleditsia triacanthos	12	Fair	Deadwood prune	Protect In Place

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
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FINAL FOR PUBLICATION

Landscape Plan – Subarea A

PROJECT: 9700 United Center Phase 1 SURVEY DATE: 7/6/24 & 7/10/24 SURVEYED BY: M. Murdock, S. Chevarria, C. O'Banion, A.Tse

TREE SURVEY

TREE #	COMMON NAME	LATIN NAME	DBH	CONDITION	COMMENTS	REMOVE/PROTECT IN PLACE
220	Hackberry	Celtis occidentalis	5	Good		Protect in Place
221	Honeylocust	Gleditsia triacanthos	14	Fair	Deadwood prune	Protect in Place
222	Baldcypress	Taxodium distichum	5	Good		Protect in Place
223	Baldcypress	Taxodium distichum	4	Good		Protect in Place
224	Baldcypress	Taxodium distichum	4	Good		Protect in Place
225	Baldcypress	Taxodium distichum	5	Good		Protect in Place
226	Kentucky Coffeetree	Gymnocladus dioicus	5	Good		Protect in Place
227	Hybrid Elm	Ulmus x	3	Good		Protect in Place
228	Hybrid Elm	Ulmus x	3	Good		Protect in Place
229	Ginkgo	Ginkgo biloba	3	Good		Protect in Place
230	Ginkgo	Ginkgo biloba	4	Good		Protect in Place
231	Kentucky Coffeetree	Gymnocladus dioicus	4	Good		Protect in Place
232	Kentucky Coffeetree	Gymnocladus dioicus	4	Good		Protect in Place
233	Freeman Maple	Acer x freemanii	2	Good		Protect in Place
234	Kentucky Coffeetree	Gymnocladus dioicus	3	Good		Protect in Place
235	Freeman Maple	Acer x freemanii	3	Good		Remove
236	Freeman Maple	Acer x freemanii	5	Fair		Remove
237	Freeman Maple	Acer x freemanii	6	Good		Remove
238	Freeman Maple	Acer x freemanii	6	Good		Remove
239	Freeman Maple	Acer x freemanii	7	Good		Remove
240	Freeman Maple	Acer x freemanii	4	Fair		Remove
241	Freeman Maple	Acer x freemanii	6	Good		Remove
242	Freeman Maple	Acer x freemanii	6	Good		Remove
243	Freeman Maple	Acer x freemanii	7	Good		Remove
244	Freeman Maple	Acer x freemanii	7	Good		Remove
245	Freeman Maple	Acer x freemanii	7	Good		Remove
246	Freeman Maple	Acer x freemanii	6	Good		Remove
247	Freeman Maple	Acer x freemanii	7	Good		Remove
248	Freeman Maple	Acer x freemanii	7	Good		Remove
249	Freeman Maple	Acer x freemanii	5	Fair		Remove
250	Freeman Maple	Acer x freemanii	6	Fair		Remove
251	Freeman Maple	Acer x freemanii	6	Fair		Remove
252	Freeman Maple	Acer x freemanii	6	Fair		Remove
253	Freeman Maple	Acer x freemanii	7	Good		Remove
254	Freeman Maple	Acer x freemanii	7	Good		Remove
255	Freeman Maple	Acer x freemanii	6	Good		Remove
256	Freeman Maple	Acer x freemanii	6	Good		Remove
257	Freeman Maple	Acer x freemanii	6	Good		Remove
258	Freeman Maple	Acer x freemanii	6	Good		Remove
259	Freeman Maple	Acer x freemanii	7	Good		Remove
260	Freeman Maple	Acer x freemanii	6	Fair		Remove
261	Freeman Maple	Acer x freemanii	6	Fair		Remove
262	Freeman Maple	Acer x freemanii	5	Fair		Remove
263	Freeman Maple	Acer x freemanii	5	Fair		Remove
264	Freeman Maple	Acer x freemanii	6	Good		Remove
265	Freeman Maple	Acer x freemanii	6	Fair		Remove
266	Freeman Maple	Acer x freemanii	7	Poor	Multi stem	Remove
267	Crabapple	Malus spp	5	Poor	Multi stem	Remove
268	Crabapple	Malus spp	4	Good		Remove
269	Freeman Maple	Acer x freemanii	6	Good		Remove
270	Freeman Maple	Acer x freemanii	6	Good		Remove
271	Freeman Maple	Acer x freemanii	5	Good		Remove
272	Freeman Maple	Acer x freemanii	5	Fair		Remove
273	Freeman Maple	Acer x freemanii	5	Fair		Remove
274	Freeman Maple	Acer x freemanii	4	Good		Remove

PROJECT: 9700 United Center Phase 1 SURVEY DATE: 7/6/24 & 7/10/24 SURVEYED BY: M. Murdock, S. Chevarria, C. O'Banion, A.Tse

TREE SURVEY

TREE #	COMMON NAME	LATIN NAME	DBH	CONDITION	COMMENTS	REMOVE/PROTECT IN PLACE
275	Freeman Maple	Acer x freemanii	6	Good		Remove
276	Freeman Maple	Acer x freemanii	6	Good		Remove
277	Freeman Maple	Acer x freemanii	5	Fair		Remove
278	Freeman Maple	Acer x freemanii	5	Fair		Remove
279	Freeman Maple	Acer x freemanii	5	Fair		Remove
280	Freeman Maple	Acer x freemanii	5	Fair		Remove
281	Freeman Maple	Acer x freemanii	7	Good		Remove
282	Freeman Maple	Acer x freemanii	4	Good		Remove
283	Freeman Maple	Acer x freemanii	5	Good		Remove
284	Freeman Maple	Acer x freemanii	6	Good		Remove
285	Red Horsechestnut	Aesculus x carnea	2	Fair		Remove
286	Freeman Maple	Acer x freemanii	6	Fair		Remove
287	Freeman Maple	Acer x freemanii	4	Good		Remove
288	Freeman Maple	Acer x freemanii	5	Fair		Remove
289	Freeman Maple	Acer x freemanii	5	Good		Remove
290	Freeman Maple	Acer x freemanii	6	Fair		Remove
291	Freeman Maple	Acer x freemanii	5	Good		Remove
292	Freeman Maple	Acer x freemanii	5	Good		Remove
293	Freeman Maple	Acer x freemanii	6	Good		Remove
294	Freeman Maple	Acer x freemanii	6	Good		Remove
295	Freeman Maple	Acer x freemanii	6	Fair		Remove
296	Freeman Maple	Acer x freemanii	6	Fair	Decay fungi	Remove
297	Freeman Maple	Acer x freemanii	5	Good		Remove
298	Freeman Maple	Acer x freemanii	6	Fair	Decay fungi	Remove
299	Freeman Maple	Acer x freemanii	5	Good		Remove
300	Freeman Maple	Acer x freemanii	6	Good		Remove
301	Freeman Maple	Acer x freemanii	6	Good		Remove
302	American Linden	Tilia americana	18	Good		Remove
303	American Linden	Tilia americana	16	Fair		Remove
304	American Linden	Tilia americana	19	Fair		Remove
305	American Linden	Tilia americana	11	Good		Remove
306	American Linden	Tilia americana	11	Good		Remove
307	American Linden	Tilia americana	9	Fair		Remove
308	American Linden	Tilia americana	16	Fair		Remove
309	American Linden	Tilia americana	13	Poor		Remove
310	American Linden	Tilia americana	15	Poor		Remove
311	American Linden	Tilia americana	7	Good		Remove
312	American Linden	Tilia americana	10	Fair		Remove
313	American Linden	Tilia americana	5	Poor		Remove
314	American Linden	Tilia americana	14	Good		Remove
315	American Linden	Tilia americana	14	Good		Remove
316	American Linden	Tilia americana	12	Good		Remove
317	American Linden	Tilia americana	12	Poor		Remove
318	American Linden	Tilia americana	14	Good		Remove
319	American Linden	Tilia americana	12	Poor		Remove
320	American Linden	Tilia americana	12	Good		Remove
321	American Linden	Tilia americana	10	Good		Remove
322	American Linden	Tilia americana	9	Good		Remove
323	American Linden	Tilia americana	8	Poor		Remove
324	American Linden	Tilia americana	14	Good		Remove
325	American Linden	Tilia americana	9	Good		Remove
326	American Linden	Tilia americana	14	Good		Remove
327	American Linden	Tilia americana	21	Good		Remove
328	Honeylocust	Gleditsia triacanthos	16	Fair	Deadwood prune	Remove
329	Honeylocust	Gleditsia triacanthos	15	Fair	Deadwood prune	Remove
330	Honeylocust	Gleditsia triacanthos	19	Fair	Deadwood prune	Remove

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
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Plan Commission: January 16, 2025

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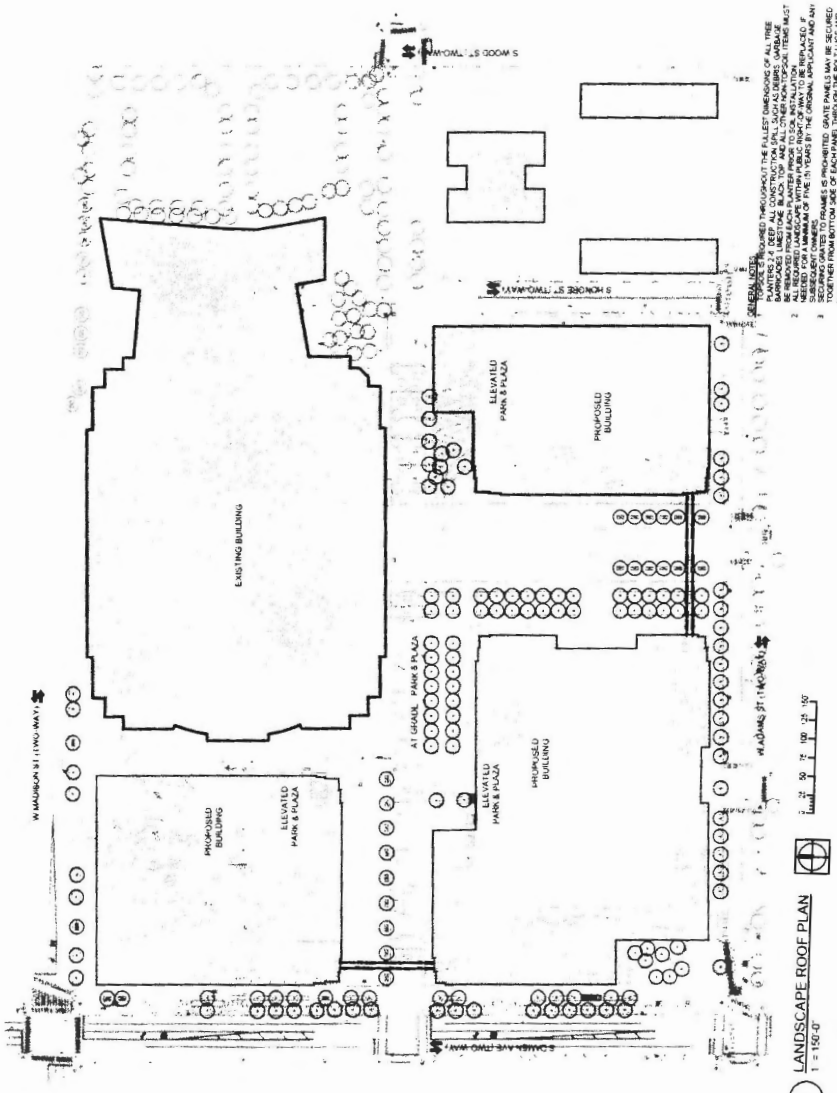
Roof Plan – Subarea A



Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
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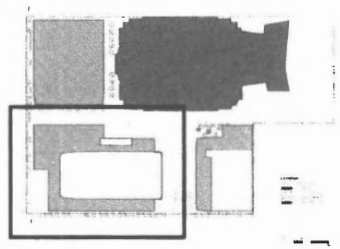
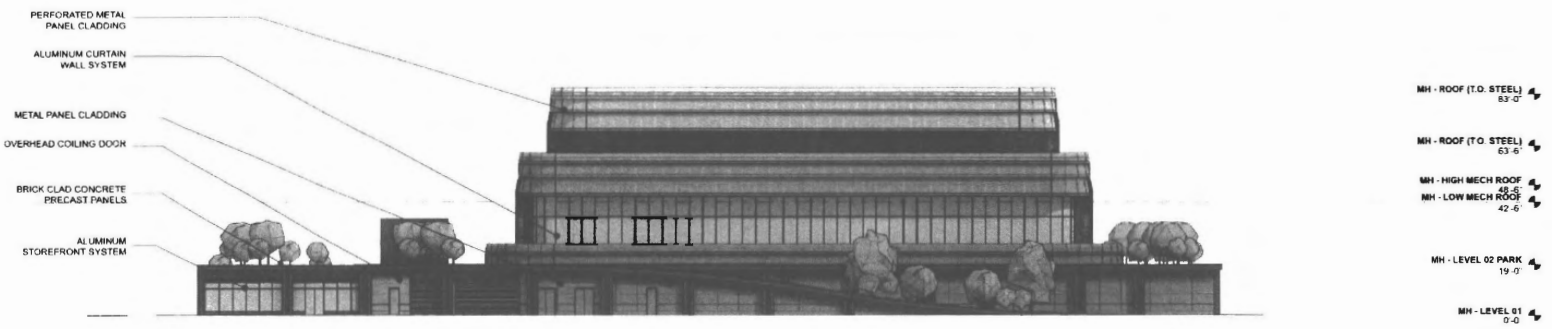
Building Elevations – Music Hall – Subarea A





Music Hall - Looking East from Damen

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025

FINAL FOR PUBLICATION

Building Elevations – Music Hall – Subarea A

Looking West from Plaza

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

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Building Elevations – Music Hall – Subarea A

Looking South from Monroe

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

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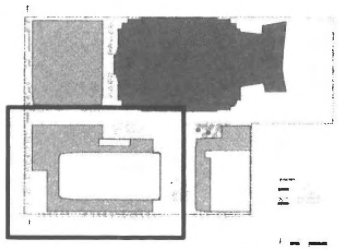
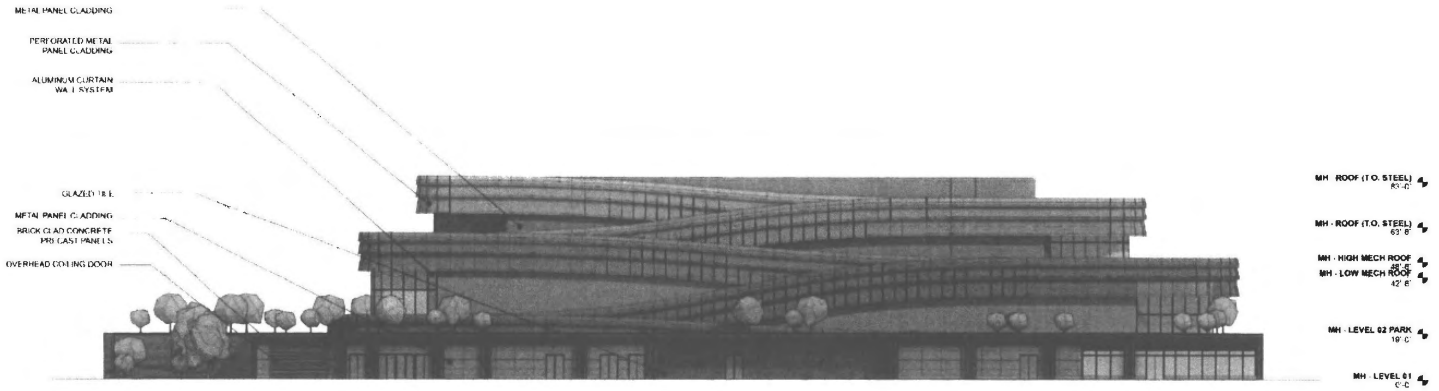
Building Elevations – Music Hall – Subarea A





Looking North from Adams

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025

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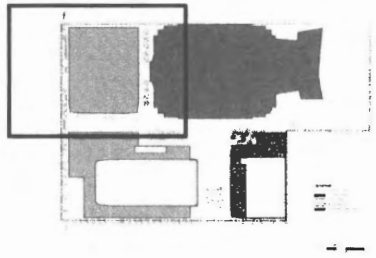
Building Elevations – West Garage – Subarea A





Looking East from Damen

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025

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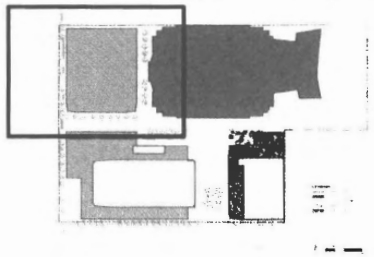
Building Elevations – West Garage – Subarea A





Looking West from United Center

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025

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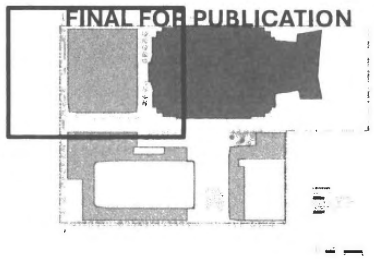
Building Elevations – West Garage – Subarea A
INSULATED METAL PANEL RAIN-SCREEN SYSTEM
METAL OVERHEAD COILING DOOR
BRICK CLAD CONCRETE PRECAST PANELS
STONE BASE
PERFORATED METAL PANEL CLADDING
WEG - T.O. ELEVATOR OVERRUN 55'-0"
WEG - ROOF 29'-0"
WEG - P2 17'-6"
WEG - LEVEL 01 0'-0"
PLAY
Looking South from Madison
Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025



Building Elevations – West Garage – Subarea A



Looking North from Monroe

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
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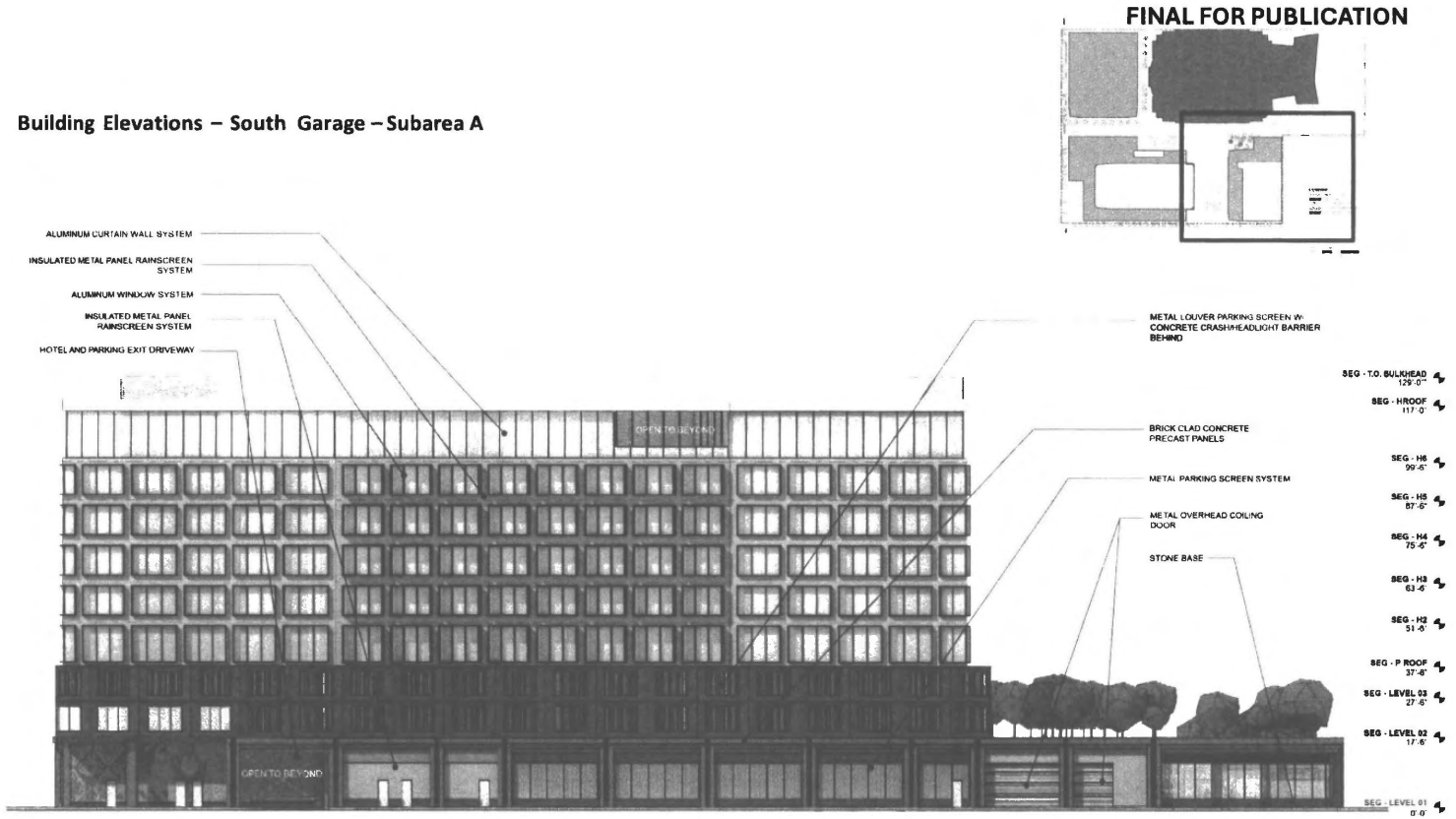
Building Elevations – South Garage – Subarea A



Looking West from Honore

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
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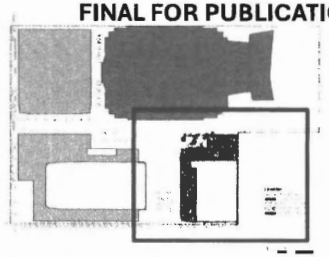
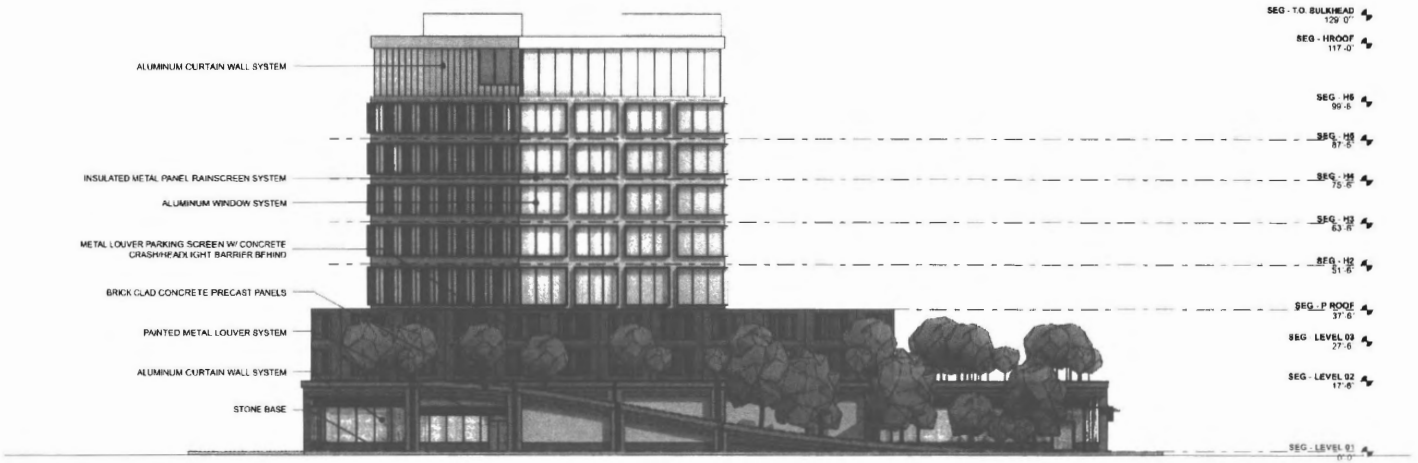
Building Elevations – South Garage – Subarea A



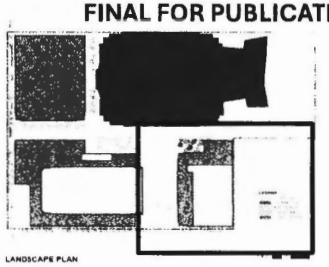


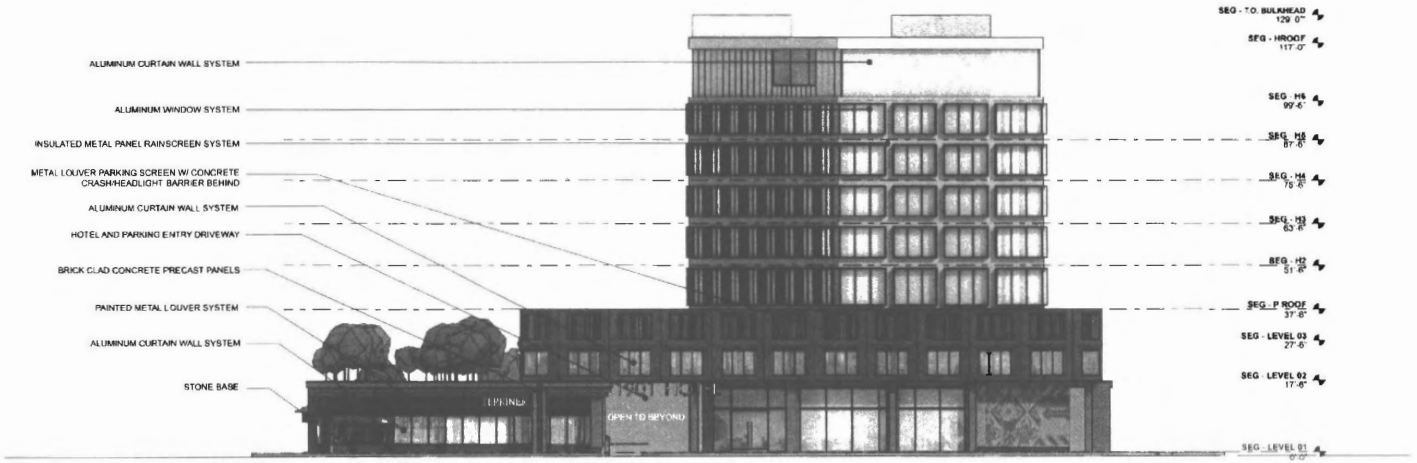
Looking South from Monroe

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025

FINAL FOR PUBLICATION

Building Elevations – South Garage – Subarea A





Looking North from Adams

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
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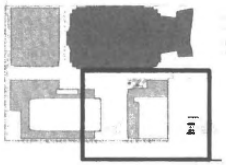

Building Elevations – South Garage – Subarea A



Looking East from the Plaza

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
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Neighborhood Design Guidelines

1. Introduction

a. Purpose

All development within PD522 must comply to all applicable plans and guidelines adopted by the City Plan Commission.

The guidelines in this document provide additional standards for buildings and public realm design. These guidelines should set the foundation for all future development to advance cohesion throughout the development, while also providing space for creativity and contrast.

Overall, PD522 design should aim to promote equity, inclusion, and sustainability, furthering the city's commitment to creating a better future for all its residents.

2. Public Realm Guidelines

a. Public Realm and Open Space Framework

Reintroducing ecological and programmatic diversity into the existing bare parking lots surrounding the United Center, the landscape should work with the newly activated retail and amenity spaces to activate the surrounding spaces. Landscape shall be the glue between the new architecture, existing roadways and cultural touchpoints creating a unified public realm that allows for diversity in program and scales regardless of season, time of day or event.

1. Safety is a top priority. Well-lit pathways, visible security measures, and regular maintenance should be adhered to.
2. Open space should include lush greenery, well-maintained lawns, and a diverse array of trees and plants.
3. Wayfinding shall match neighborhood-wide branding and shall be strategically placed throughout to guide visitors and residents.
4. Elevated open spaces should capitalize on wide-ranging views of the downtown Chicago skyline and maximizing outdoor space that can be utilized throughout all four seasons. Accessible ramps and walkways shall connect the ground floor to the elevated roof decks providing all with a variety of active and passive park spaces for any occasion.
5. A variety of scales and activation shall offer opportunities for community gathering, recreation, play, art, ecological restoration and active urban life. Gathering spaces, such as plazas, amphitheaters, and recreational lawns, shall be incorporated throughout, allowing residents to socialize, celebrate, and be active outdoors.
6. Lighting design in park and plazas shall be designed to avoid light pollution to the surrounding neighborhoods.

b. Hardscaped Open Space

The goal of the neighborhood is to create open space in all subareas. Hardscaped areas should be another opportunity for an active ground plane, unifying the neighborhood. Hardscaped

areas should adhere to the following requirements:

1. Hardscape shall promote outdoor leisure and connection, including spaces for sitting, walking, and eating.
2. Hardscape materials shall vary to create interest and culture.
3. Space for public art should be maintained in public plazas.
4. Lighting design in the plazas shall be designed to avoid light pollution to the surrounding building and neighborhoods.

c. Street Design and Streetscapes

The neighborhood's streetscape design will unify the pedestrian realm across all the districts into a cohesive and safe environment.

1. Sidewalk widths shall adjust across the district to accommodate the program at the podium level but shall maintain at least 9'-6" depth. Other sidewalks, where possible, can be increased to over 20' to allow for a designated pedestrian zone in addition to a healthy retail area for sidewalk dining.
2. In nearly all conditions, a 3'-4' planting buffer should separate the pedestrian zone from vehicles and incorporate various streetscape elements such as benches, bike racks, signage, and trash cans.

3. Ground Floor Guidelines

a. Street Level Activation

The goal of the neighborhood is to promote an active street level.

1. Ground plan should be pedestrianized, with food & beverage, retail, and open space
   a. activation, whenever possible.
2. Avoid long non-activated walls.
3. Entrances to buildings should be obvious and visible, with unique storefronts to create character.
4. Buildings should extent to the street, while maintaining an appropriate sidewalk width, to create an urban experience.

b. Service and Parking

The goals of the service and parking design should help meet the goals of the building loading and servicing requirements, while blending into the urban environment as much as possible.

1. Access to and egress from the inner ring parking garages should be separate.
2. Service access for the United Center shall remain on Damen.
3. Service entrances should blend in as much as possible with the surrounding building façade.
4. Alleys for garbage collection should be included as much as possible

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4. Built Form Guidelines

a. Base Building/Podium

When building the neighborhood, human scale should be at the forefront of all design.

1. Base building podium heights shall be kept low, from 2-4 stories.
2. Podiums should promote the street level activation described in the "street level activation" section
3. Entrances to the base building should be obvious
4. Retail should have personality while maintaining high quality facades
5. Signage should meet the signage requirements for the neighborhood
6. Bird-friendly design should be considered

b. Height and Massing

Residents often form deep emotional connections with their city's skyline, viewing it as a symbol of identity and pride. Chicago's iconic skyline is recognizable around the world, and the United Center neighborhood will add to that legacy.

1. Taller buildings shall be placed towards the east, closest to the growth in Fulton Market, stepping down in height towards the residential context to the west.
2. Taller buildings will frame the views from the lower rise buildings on the west over the United Center arena.
3. Building heights shall vary to create a layered, contextual urban landscape.
4. The buildings' forms should be shaped to maximize downtown views while also prioritizing quality sunlight, allowing smaller buildings exposure throughout the day. In addition, the height of the smaller buildings to the west should respond to the overall context of the neighborhood.
5. Conceal mechanical systems from pedestrian views using materials that are cohesive to the overall building.
6. Balconies shall be integrated into building façade design.
7. Taller buildings, over 4 stories, should step back after the podium to emphasize human scale.

c. Material Guidelines for Buildings

The United Center neighborhood vision seeks to integrate Chicago's rich material history to ensure that the new architecture has a strong sense of place while providing a new urban vision for the future of the West Side.

1. Buildings across the new district should utilize primarily brick cladding at podiums to maintain a cohesive streetscape expression.
2. The mid-rise and high-rise buildings above shall have more flexibility in expression but should still reference Chicago's rich history of materials for a cohesive material palette across the area.
3. Materials should be high-quality and durable.
4. Finishes should reinforce the character zone identity.

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

5. In subarea D and E, opportunities exist for iconic buildings to serve as feature architectural elements, providing forward thinking dynamism that help distinguish the new neighborhood amidst the city's skyline.

d. Building Performance

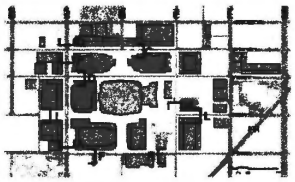
Buildings shall meet the sustainability requirements set forth by the City of Chicago. A special focus should be placed on exceeding the energy code and green roofs.

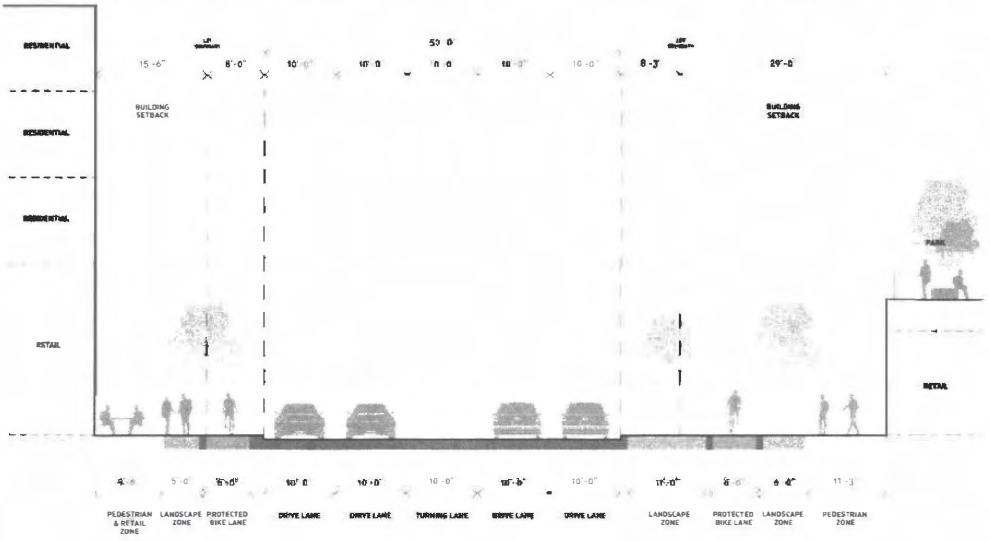
1. Buildings should prioritize human health.
2. Design should respond to the seasonal wind patterns and opportunities for natural ventilation.

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION

a. **Illustrations - Street Sections**

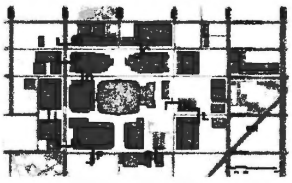


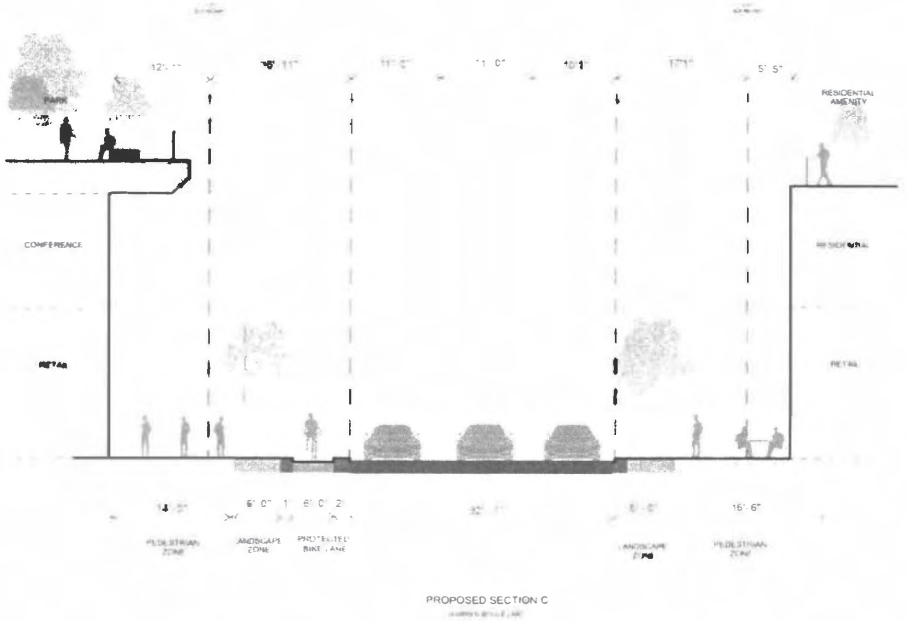


PROPOSED SECTION A
DAMEN AVENUE - LOOKING NORTH

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION

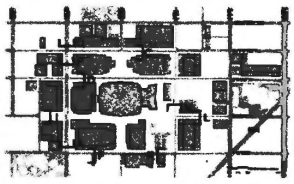


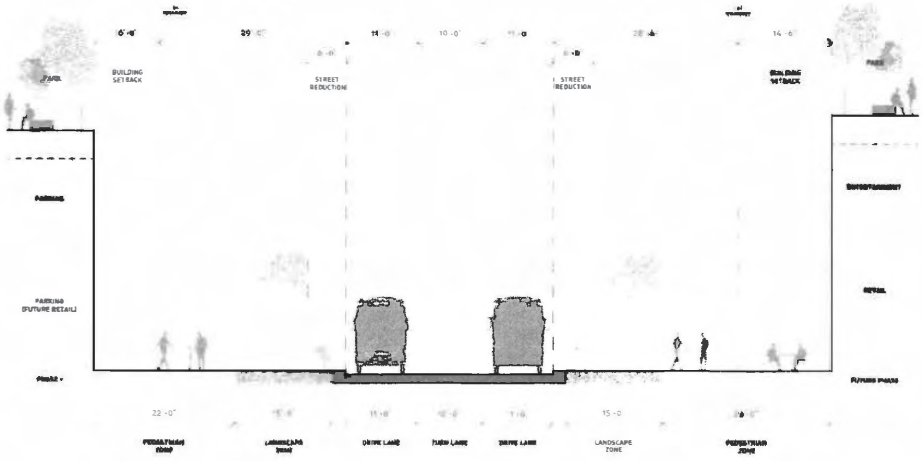


PROPOSED SECTION C

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION

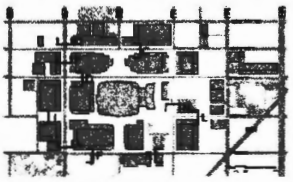


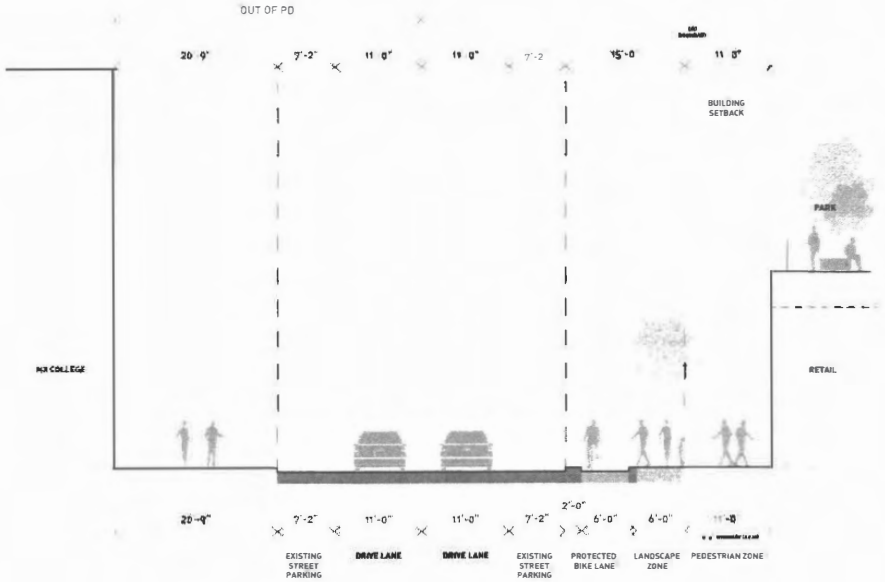


PROPOSED SECTION D
MADISON AVENUE - LOOKING WEST

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION

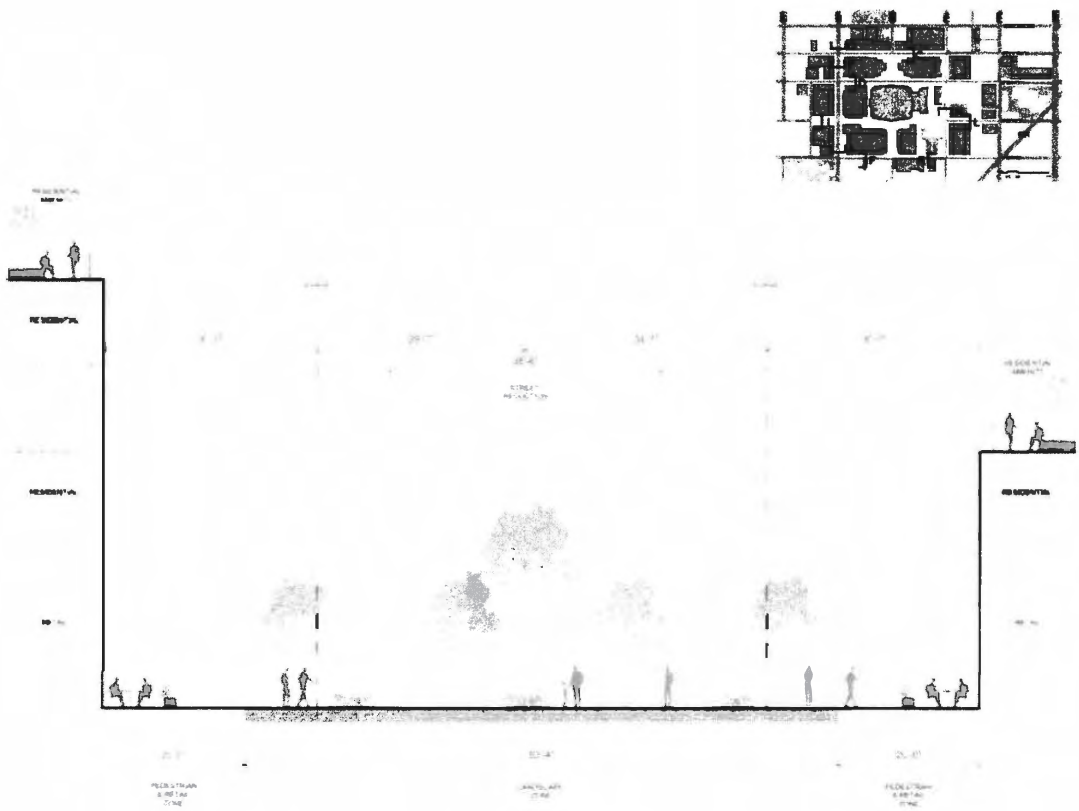




PROPOSED SECTION F
ADAMS ST - LOOKING WEST

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

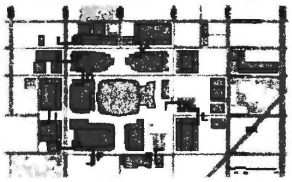
FINAL FOR PUBLICATION

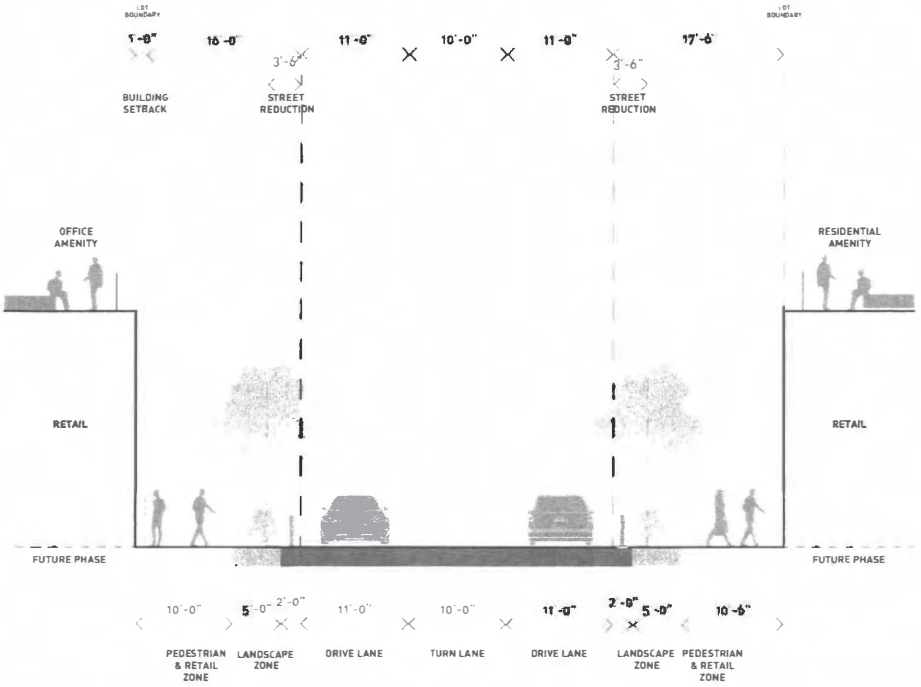


PROPOSED SECTION I
MONROE ST

Applicant:	United Center Joint Venture
Address:	1901 W Madison, Chicago, Illinois
Introduced:	September 18, 2024
Plan Commission:	January 16, 2025

FINAL FOR PUBLICATION



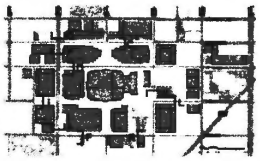


PROPOSED SECTION L

MONROE ST - LOOKING WEST

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION 7/13

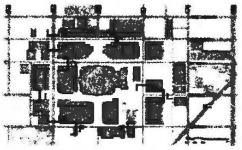


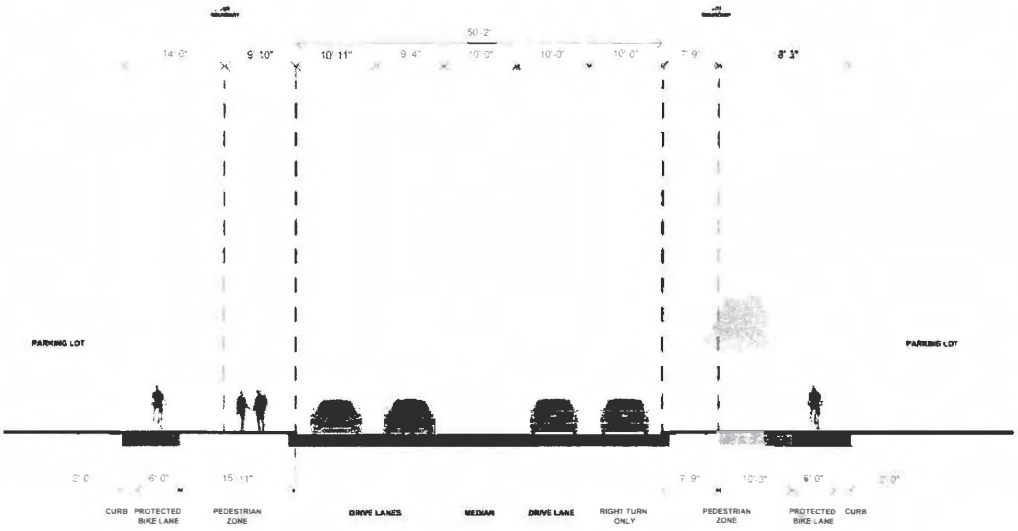


PROPOSED SECTION N
WOOD ST - LOOKING NORTH

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION

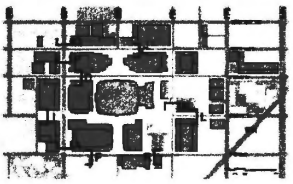


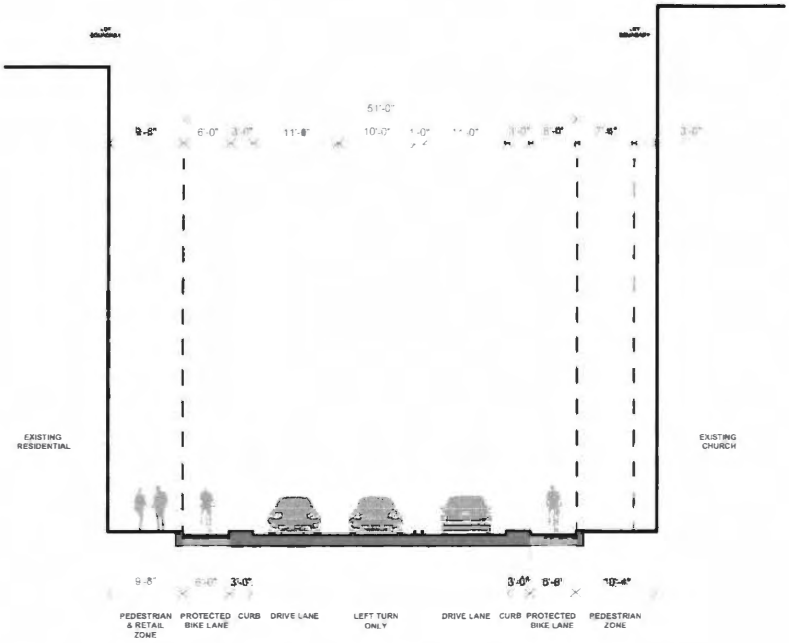


PROPOSED SECTION P
DAMEN AVENUE LOOKING NORTH

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION

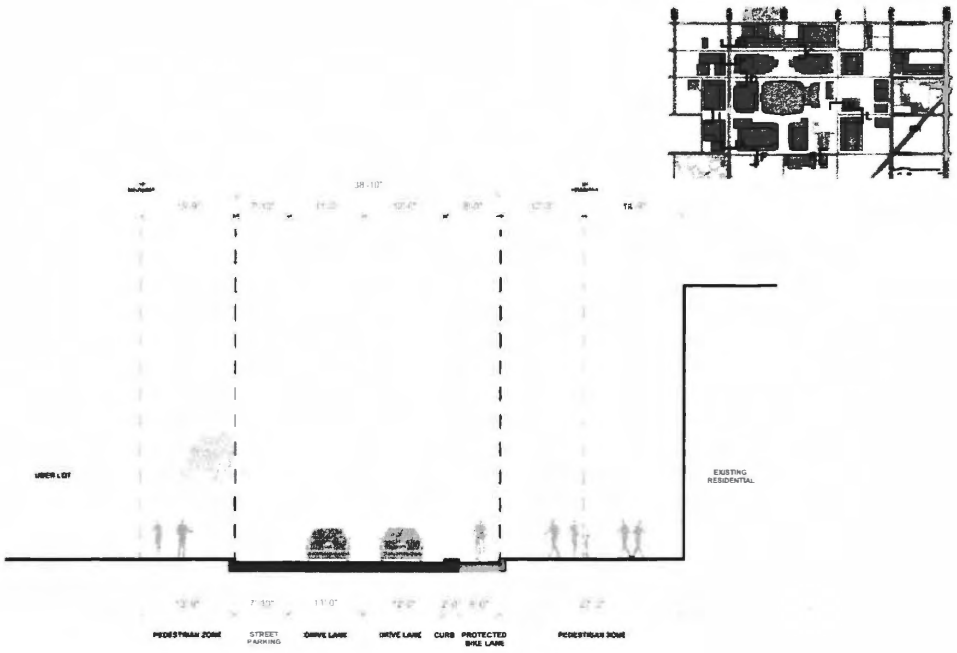




PROPOSED SECTION Q
DAMEN AVENUE LOOKING NORTH

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

FINAL FOR PUBLICATION

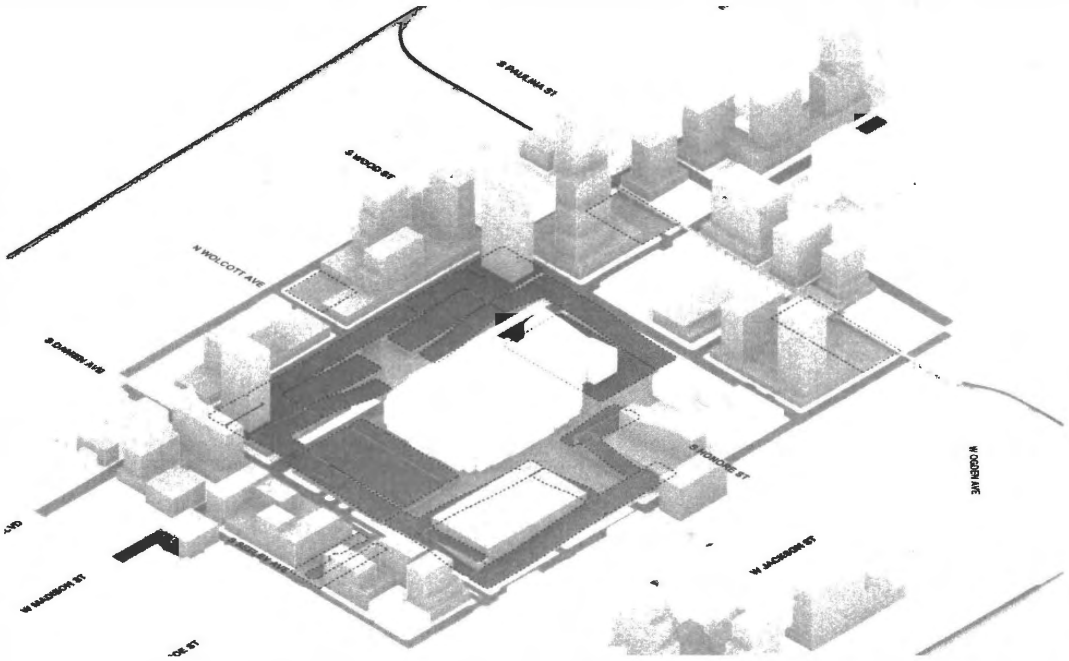


PROPOSED SECTION R
ADAMS ST - LOOKING WEST

Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

b. **Illustrations – Massing**

The massing of the neighborhood should rise to the northeast and blend with the environment towards the west. Buildings should be offset to keep the iconic views of the skyline. The illustrative visual of the massing can be found below:



Applicant: United Center Joint Venture
Address: 1901 W Madison, Chicago, Illinois
Introduced: September 18, 2024
Plan Commission: January 16, 2025

Reclassification Of Area Shown On Map No. 3-G.
(As Amended)
(Application No. 22627)
(Common Address: 1465 -- 1483 N. Kingsbury St./835 -- 919 W. Blackhawk St./
1450 -- 1472 N. Dayton St.)

[SO2024-0014456]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Residential-Business Planned Development Number 1292 District, as amended, symbols and indications as shown on Map Number 3-G in the area bounded by:

West Blackhawk Street; North Dayton Street; a line extending westward a distance of approximately 261.44 feet from a point on the west right-of-way line of North Dayton Street located approximately 231.05 feet south (measured along said west line of North Dayton Street) of the intersection of the south line of West Blackhawk Street and the west line of North Dayton Street; a line extending northeastwardly a distance of approximately 174.93 feet from a point on the east right-of-way line of North Kingsbury Street located approximately 226.93 feet southeastwardly (measured along said east line of North Kingsbury Street) of the intersection of the south line of West Blackhawk Street and the east line of North Kingsbury Street; and North Kingsbury Street,

to Residential-Business Planned Development Number 1292, as amended, which is hereby established in the area above described, subject to the use and bulk regulations set forth in the Plan of Development attached hereto and made a part hereof.

SECTION 2. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development No. 1292, As Amended.

Standard Planned Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number 1292, as amended ("Planned Development") consists of approximately 122,317 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the Applicant, BDBC SPE LLC.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if

different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

   Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

   -- Full width of streets

   -- Full width of alleys

   -- Curb and gutter

   -- Pavement markings

   -- Sidewalks

   -- ADA crosswalk ramps

   -- Parkway and landscaping

   The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must

be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

The Applicant commits to provide and fully fund the installation of a new signal at the intersection of North Halsted and West Blackhawk Streets to be operational prior to the issuance of certificates of occupancy for the building to be constructed in Subarea A. The Applicant shall fully fund, design and construct the signal at its sole cost. All plans and improvements must be reviewed and approved by CDOT.

4. This plan of development consists of 18 Statements: a Bulk Regulations and Data Table; a Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Sub-Area Map; a Site Plan; a Landscape Plan; a Landscape Plan -- Phased; a Roof Plan; and Building Elevations prepared by GREC Architects and dated December 17, 2020, as published in the January 27, 2021 *Journal of the Proceedings of the City Council of the City of Chicago*, pages 27160 to 27178, and as have been amended by minor changes dated October 15, 2021, November 22, 2021, August 15, 2023 and September 23, 2024. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted within the Planned Development:

Subarea A:

multi-family dwelling units, general retail sales; offices; business support services; eating and drinking establishments (excluding drive through facilities); restaurants; taverns and outdoor patios; financial services (excluding payday/title loan stores and pawn shops); personal service uses; medical service; children's play center; food and beverage retail sales; vacation rental; temporary construction staging and parking; interim parking and landscaping; accessory parking and loading and accessory uses. The applicant may lease to members of the public on an hourly, daily, weekly or monthly basis up to twenty-five percent (25%) of the minimum required residential parking spaces.

Subarea B:

multi-family dwelling units; accessory parking and loading; and accessory uses.

Subarea C:

multi-family dwelling units; group living, not otherwise classified; vacation rental; hotel; accessory parking and loading; and accessory uses.

Subarea D:

indoor participant sports and recreation; art sales area (gallery); business support services (excluding day labor employment agencies); offices; general retail sales; eating and drinking establishments (excluding drive through facilities); restaurants; taverns and patios; financial services (excluding payday/title loan stores and pawn shops); personal service uses; accessory parking and accessory uses.

Subarea E:

publicly accessible open space.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 122,317 square feet and a base FAR of 5.0.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

    The Applicant or its successors or assignees, shall, at its own cost, construct the proposed open space depicted in Subarea E (the "Open Space"). The Applicant or its successors or assignees shall be responsible for maintaining, repairing, replacing, and

managing the Open Space, including ensuring that the landscaping is well maintained, that the vegetation and plantings are kept in healthy condition. The Open Space shall be open to the public during normal park hours from 6:00 A.M. to 11:00 P.M. every day, and the Applicant shall post a sign visible from the public right-of-way stating the same.

The Applicant intends to construct the improvements on Subareas B, C and E as the initial phase of the planned development. Construction of the Open Space in Subarea E shall be completed prior to the issuance of any building permit for improvements to be constructed on Subarea A.

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.

12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.

15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the city approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any

phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Applicant acknowledges and agrees that the rezoning of the Property from BPD Number 1292 to C2-5 and then to RBPD Number 1292, as amended, for construction of the Project triggers the requirements of Section 2-45-115 of the Municipal Code (the "Affordable Requirements Ordinance" or the "ARO"). The Applicant further acknowledges and agrees that the Property is located in the Near North/Near West Pilot Area, pursuant to Section 2-45-117 of the Municipal Code (the "Near North/Near West ARO Pilot Area Ordinance" or the "Pilot"). The Near North/Near West Pilot Area is divided into two zones: the Near North Zone and the Near West Zone; the Property is located in the Near North Zone. In the Near North Zone, pursuant to ARO, the percentage of units in a residential housing project required to be affordable for a period of 30 years, whether rental or for-sale, is increased from 10 percent to 20 percent. Any developer of a residential housing project in the Near North Zone must provide the first 10 percent of units required to be affordable (the "First Units") either: (i) in the residential housing project, or (ii) with the approval of the Commissioner of the Department of Housing (the "Commissioner"), in an off-site location within two miles of the Property and in the same or a different higher income area or downtown district, or (iii) any combination of (i) and (ii). In addition, the developer must provide the (second) 10 percent of units required to be affordable (the "Additional Units") either: (i) in the residential housing project, or (ii) with the Commissioner's approval, in an off-site location anywhere within the Near North/ Near West Pilot Area, regardless of distance from the project or income area, or (iii) any combination of (i) and (ii). The project has a total of 453 market rate housing units. Applying the incentive for family-sized units pursuant to Section 2-45-117(G)(6) of the ARO, sixty-six (66) ARO units are required. The Applicant has agreed to satisfy its affordable housing obligation by providing sixty-seven (67) ARO units, of which thirty-four (34) are First Units and thirty-three (33) are Additional Units as set forth in the Affordable Housing Profile. The First Units will be constructed in the Subarea B

building as for-sale condominium units. The Additional Units shall be for-sale townhome units to be located within a development located at 2849 -- 2853 West Congress Parkway, 505 -- 515 South Francisco Avenue and 2830 -- 2856 and 2818 West Harrison Street (the "Off-Site Property"). If the Applicant subsequently reduces (or increases) the number of housing units in the project, or elects to build a for-sale project instead of a rental project, or (with the Commissioner's approval) elects to construct additional off-site units instead of on-site units, or at a different location than the Off-Site Property, the Applicant shall update and resubmit the Affordable Housing Profile Form to the Department of Planning and Development ("DPD") for review and approval. DPD may adjust the requirements to reflect any such change without amending the Planned Development. Prior to the issuance of any building permits for any residential building in the Planned Development, including, without limitation, excavation or foundation permits, the Applicant must execute and record an affordable housing agreement in accordance with Section 2-45-115(L). The terms of the affordable housing agreement and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the affordable housing agreement will be recorded against the Planned Development, or the applicable portion thereof, as well as against the Off-Site Property, or the applicable portion thereof, and will constitute a lien against such properties. The Commissioner may enforce remedies for any breach of this Statement 16, including any breach of any affordable housing agreement, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the Planned Development.

17. The Applicant acknowledges that the Property is in close proximity to properties used for heavy industrial operations including but not limited to concrete, paving and construction material manufacturing (the "Neighboring Uses"). The Neighboring Uses are, in compliance with any City of Chicago code or regulation, permitted to operate 24 hours a day, 7 days a week with levels of noises and odors that are not static and may change. The Applicant agrees that it shall not object to the continuation of the Neighboring Uses and that the Neighboring Uses do not and shall not constitute a nuisance to the Property. Any tenant or potential buyer will be made aware of this condition at time of lease or purchase.

18. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to a Planned Development Number 1292, as amended on January 27, 2021.

[Zoning Map; Existing Land-Use Map; Boundary and Subareas; Site Plan; Landscape Plan; Landscape Plan -- Phased; Roof Plan; and Building Elevations referred to in these Plan of Development Statements printed on pages 24758 through 24771 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Business Planned Development No. 1292, As Amended.

Bulk Regulations And Data Table.

FINAL FOR PUBLICATION

GROSS SITE AREA (SF):	
SUB-AREA A	38,610 SF
SUB-AREA B	25,722 SF
SUB-AREA C	35,461 SF
SUB-AREA D	37,208 SF
SUB-AREA E	23,075 SF
TOTAL	160,076 SF
PUBLIC RIGHT-OF-WAY AREA (SF):	
SUB-AREA A	12,397 SF
SUB-AREA B	5,787 SF
SUB-AREA C	4,909 SF
SUB-AREA D	12,312 SF
SUB-AREA E	2,354 SF
TOTAL	37,759 SF
TOTAL NET SITE AREA (SF):	
SUB-AREA A	26,213 SF
SUB-AREA B	19,935 SF
SUB-AREA C	30,552 SF
SUB-AREA D	24,896 SF
SUB-AREA E	20,721 SF
TOTAL	122,317 SF
FLOOR AREA RATIO:	
SUB-AREA A	12.46
SUB-AREA B	2.49
SUB-AREA C	5.57
SUB-AREA D	2.62
SUB-AREA E	N/A
MAX. TOTAL/OVERALL FAR	5

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MAX. RESIDENTIAL DWELLING UNITS	
SUB-AREA A	327
SUB-AREA B	34
SUB-AREA C	126 units, with 432 maximum beds if group living, not otherwise classified
SUB-AREA D	N/A
SUB-AREA E	N/A
TOTAL	487
MAX. NUMBER OF OFF-STREET LOADING SPACES	
SUB-AREA A	2 (10' x 25')
SUB-AREA B	1 (10' x 25')
SUB-AREA C	1 (10' x 25')
SUB-AREA D	-
SUB-AREA E	N/A
MIN. NUMBER OF OFF-STREET PARKING SPACES	
SUB-AREA A	110
SUB-AREA B	34
SUB-AREA C	40
SUB-AREA D	16
SUB-AREA E	N/A
TOTAL	200
MIN. NUMBER OF BICYCLE PARKING SPACES	
SUB-AREA A	80
SUB-AREA B	17
SUB-AREA C	90
SUB-AREA D	80
SUB-AREA E	N/A
MAX. BUILDING HEIGHT	
SUB-AREA A	299'-0" AS MEASURED BY 17-17-0311-A OF THE CZO
SUB-AREA B	70'-0" AS MEASURED BY 17-17-0311-A OF THE CZO
SUB-AREA C	125'-0" AS MEASURED BY 17-17-0311-A OF THE CZO
SUB-AREA D	80'-0" AS MEASURED BY 17-17-0311-A OF THE CZO
SUB-AREA E	N/A
SETBACKS FROM PROPERTY LINE	IN ACCORDANCE W/ SITE PLAN

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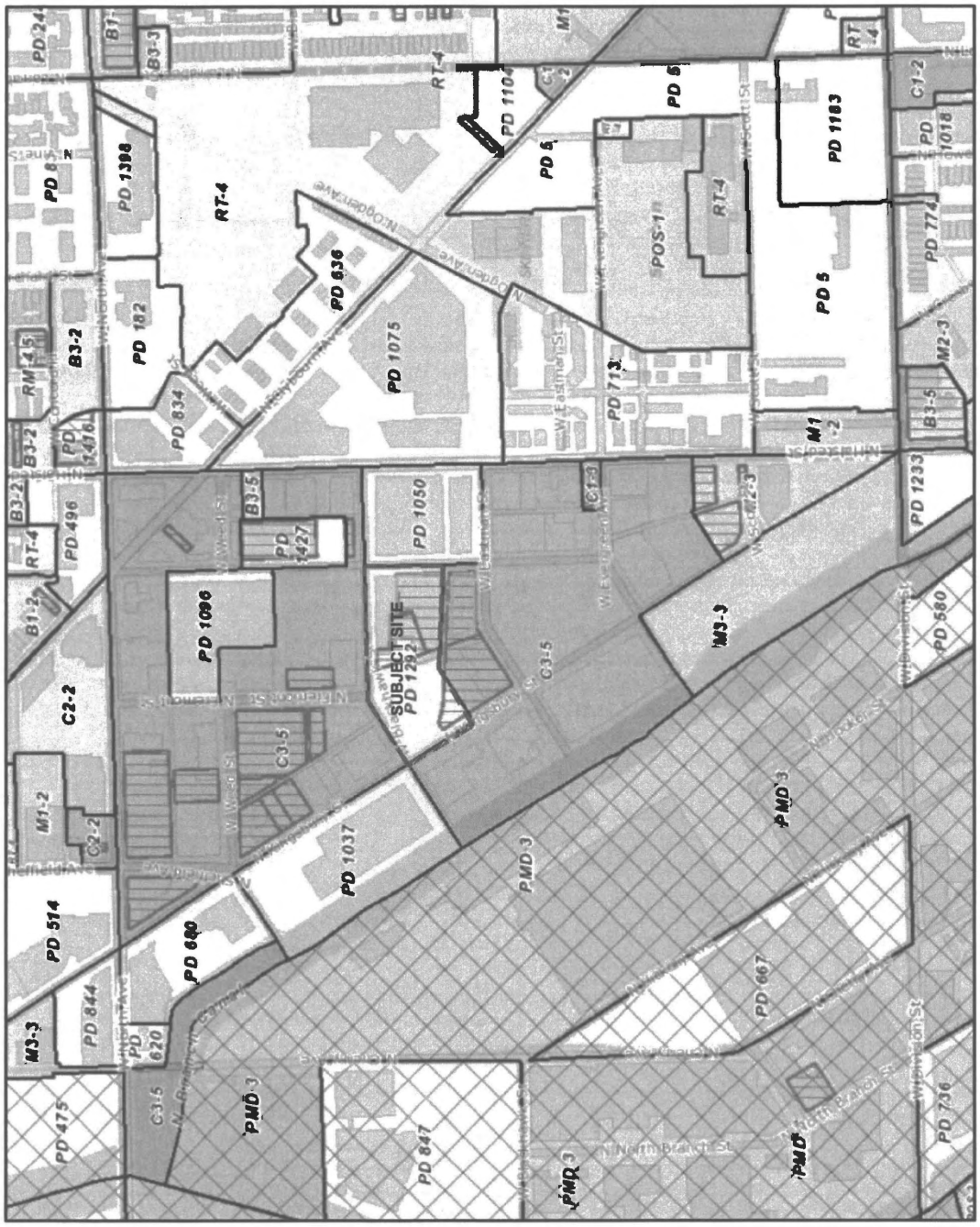

NOT TO SCALE

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G|R|E|C ARCHITEC

ZONING MAP

APPLICANT: THE SHOPS AT BIG DEAL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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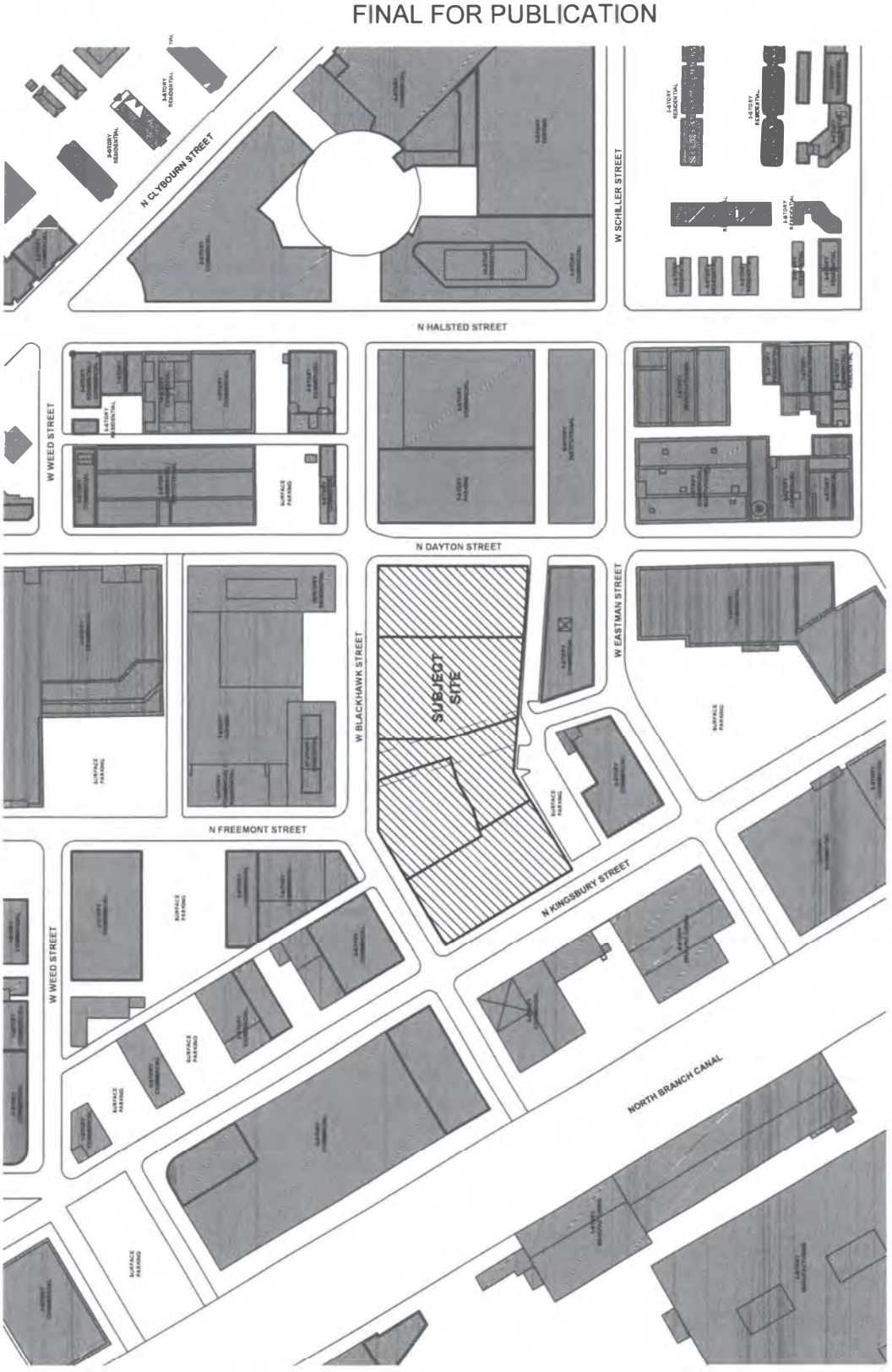

EXISTING LAND USE MAP

APPLICANT: THE SHOPS AT BIG DEAHL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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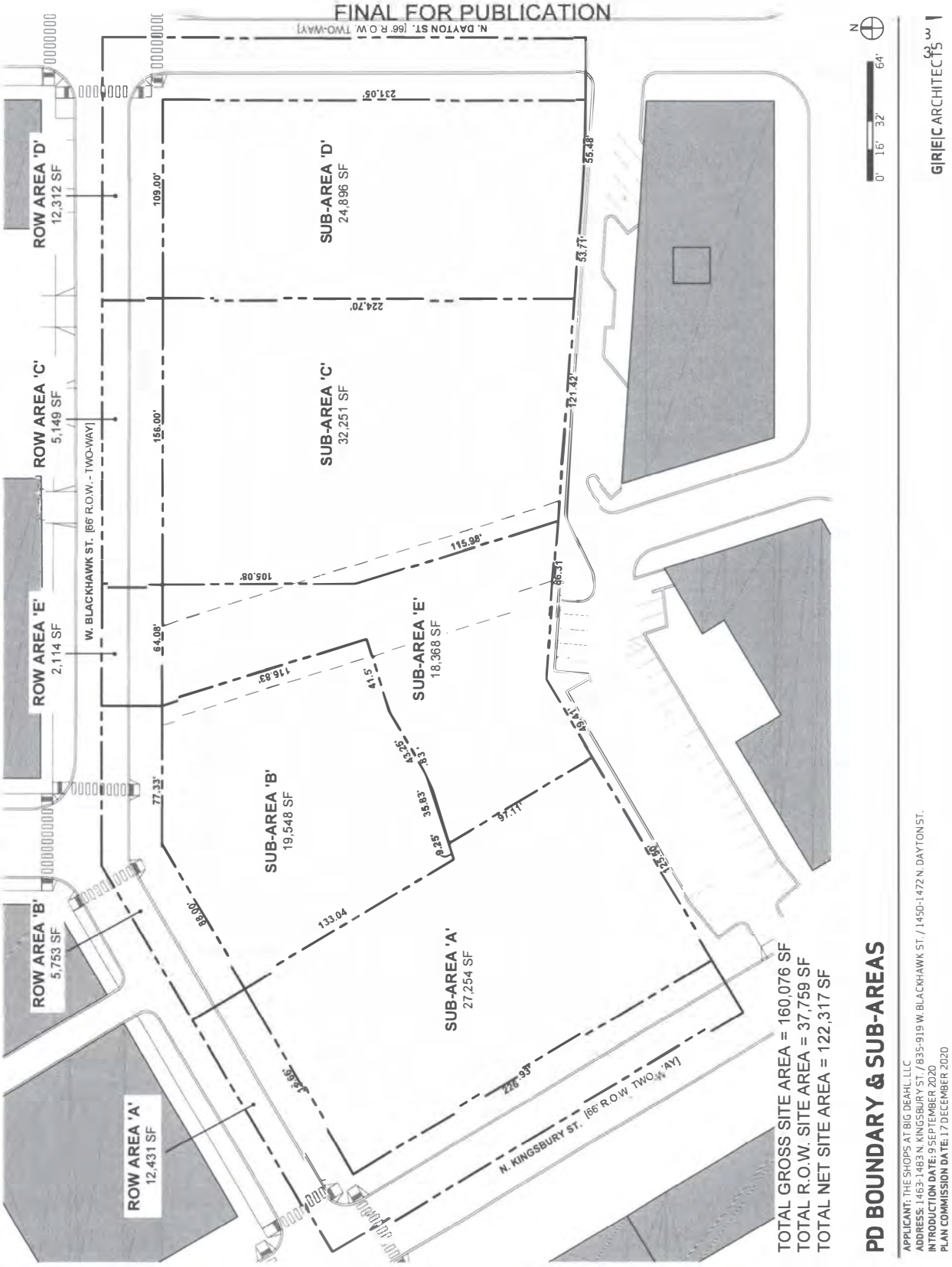
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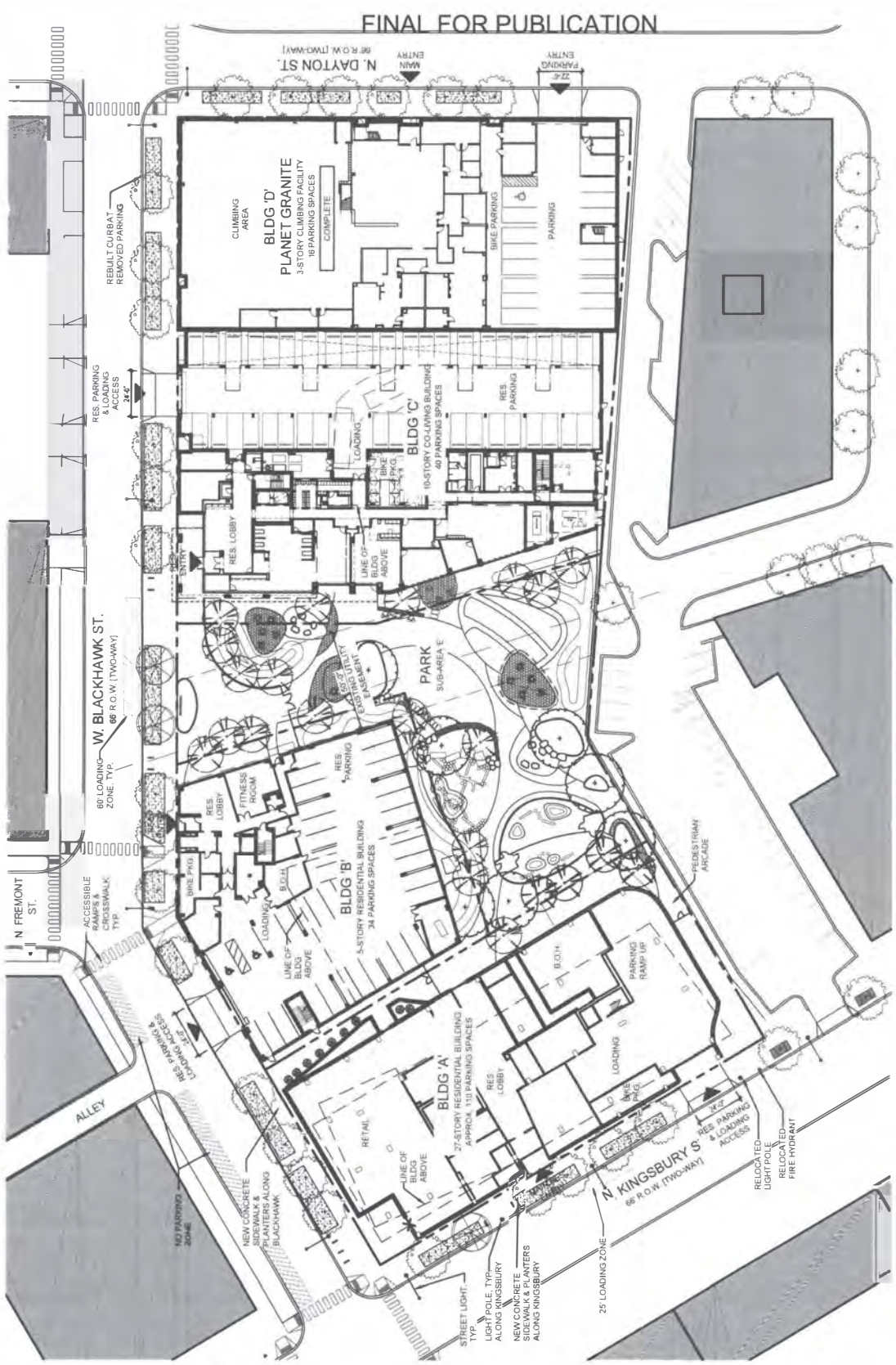
N. DAYTON ST. [66' R.O.W. TWO-WAY]
W. BLACKHAWK ST. [66' R.O.W. - TWO-WAY]
N. KINGSBURY ST. [66' R.O.W. TWO-WAY]
ROW AREA 'A' 12,431 SF
ROW AREA 'B' 5,753 SF
ROW AREA 'C' 5,149 SF
ROW AREA 'D' 12,312 SF
ROW AREA 'E' 2,114 SF
SUB-AREA 'A' 27,254 SF
SUB-AREA 'B' 19,548 SF
SUB-AREA 'C' 32,251 SF
SUB-AREA 'D' 24,896 SF
SUB-AREA 'E' 18,368 SF
231.05'
109.00'
224.70'
156.00'
105.08'
115.98'
64.08'
116.83'
41.5'
43.32'
38.3'
35.83'
9.25'
97.11'
133.04'
83.00'
226.98'
55.48'
53.71'
121.42'
86.31'
69.41'
27.33'
TOTAL GROSS SITE AREA = 160,076 SF
TOTAL R.O.W. SITE AREA = 37,759 SF
TOTAL NET SITE AREA = 122,317 SF
PD BOUNDARY & SUB-AREAS
APPLICANT: THE SHOPS AT BIG DEAHL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020
N
0' 16' 32' 64'
G|R|E|C ARCHITECTS



SITE PLAN

APPLICANT: THE SHOPS AT BIG DEAL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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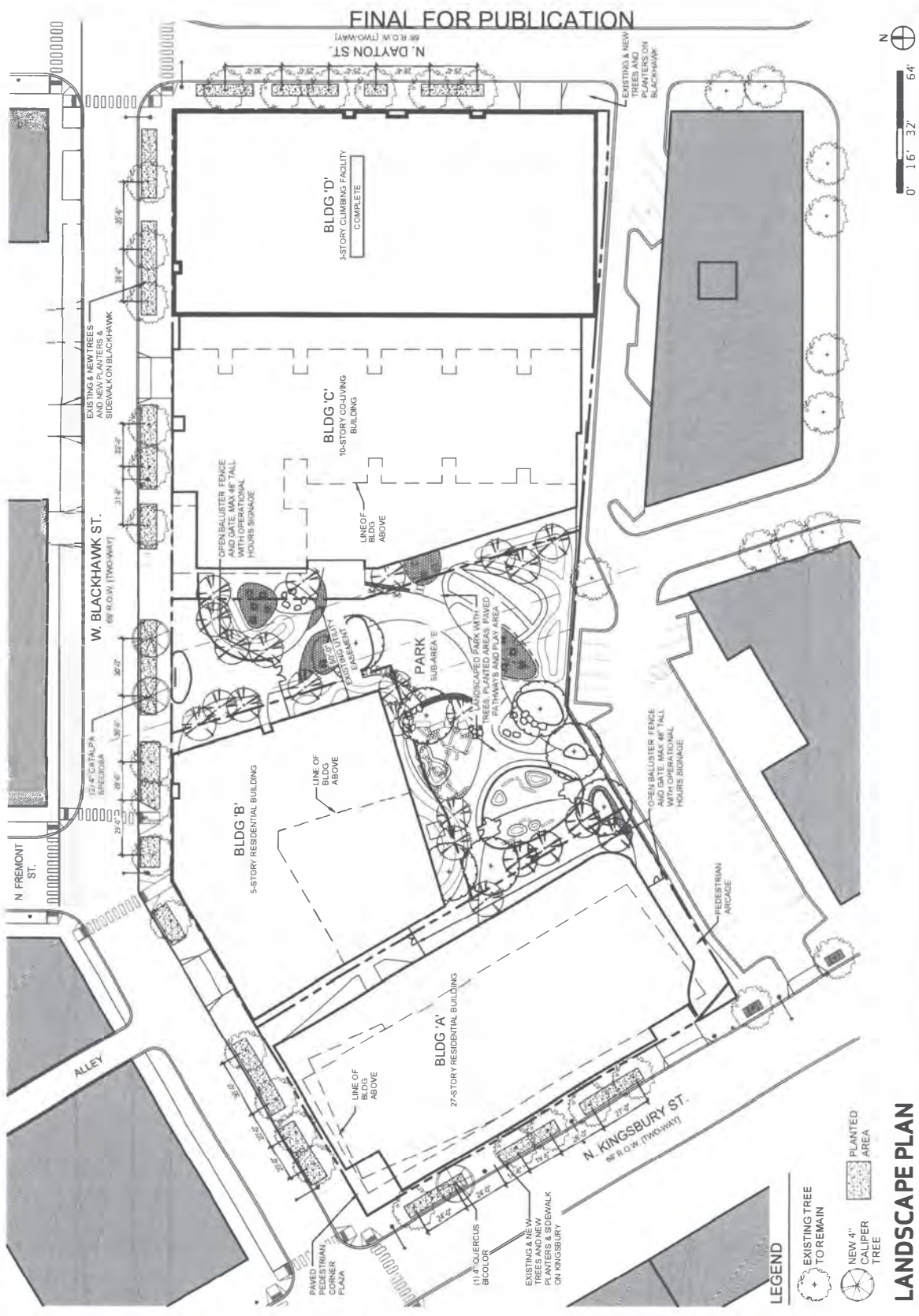
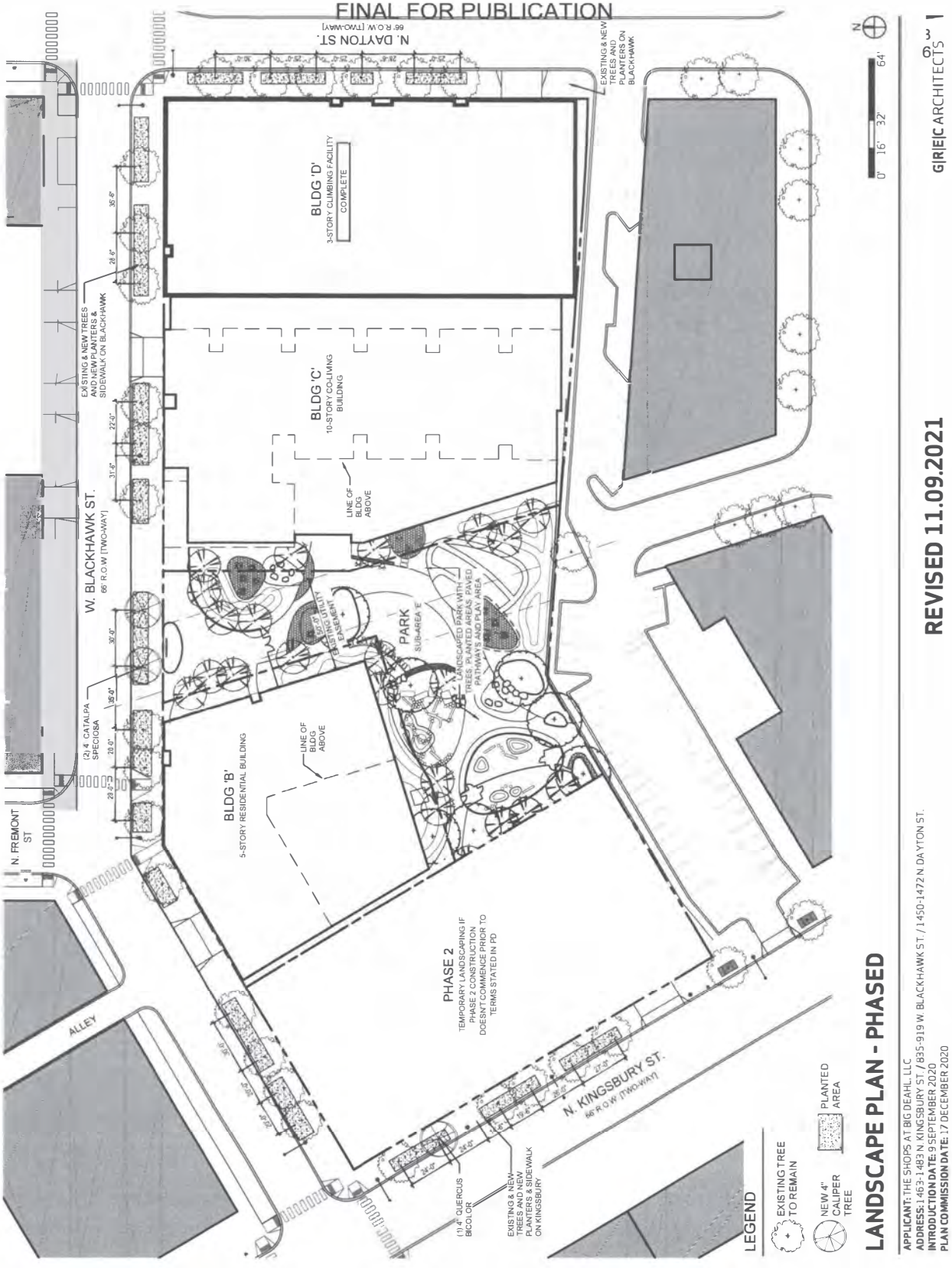


LANDSCAPE PLAN

REVISED 11.09.2021

APPLICANT: THE SHOPS AT BIG DEAL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

G|R|E|C ARCHITECTS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N. DAYTON ST.
66' R.O.W. [TWO-WAY]
EXISTING & NEW TREES AND PLANTERS ON BLACKHAWK
BLDG 'D'
3-STORY CLIMBING FACILITY
COMPLETE
BLDG 'C'
10-STORY CO-LIVING BUILDING
LINE OF BLDG ABOVE
W. BLACKHAWK ST.
66' R.O.W [TWO-WAY]
EXISTING & NEW TREES AND NEW PLANTERS & SIDEWALK ON BLACKHAWK
(2) 4" CATALPA SPECIOSA
PARK
SUB-AREA 'E'
LANDSCAPED PARK WITH TREES, PLANTED AREAS, PAVED PATHWAYS AND PLAY AREA
EXISTING UTILITY EASEMENT
BLDG 'B'
5-STORY RESIDENTIAL BUILDING
LINE OF BLDG ABOVE
N. FREMONT ST
PHASE 2
TEMPORARY LANDSCAPING IF PHASE 2 CONSTRUCTION DOESN'T COMMENCE PRIOR TO TERMS STATED IN PD
ALLEY
N. KINGSBURY ST.
66' R.O.W [TWO-WAY]
(1) 4" QUERCUS BICOLOR
EXISTING & NEW TREES AND NEW PLANTERS & SIDEWALK ON KINGSBURY
LEGEND
EXISTING TREE TO REMAIN
NEW 4" CALIPER TREE
PLANTED AREA
LANDSCAPE PLAN - PHASED
APPLICANT: THE SHOPS AT BIG DEAHL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020
REVISED 11.09.2021
G|R|E|C ARCHITECTS
0' 16' 32' 64'

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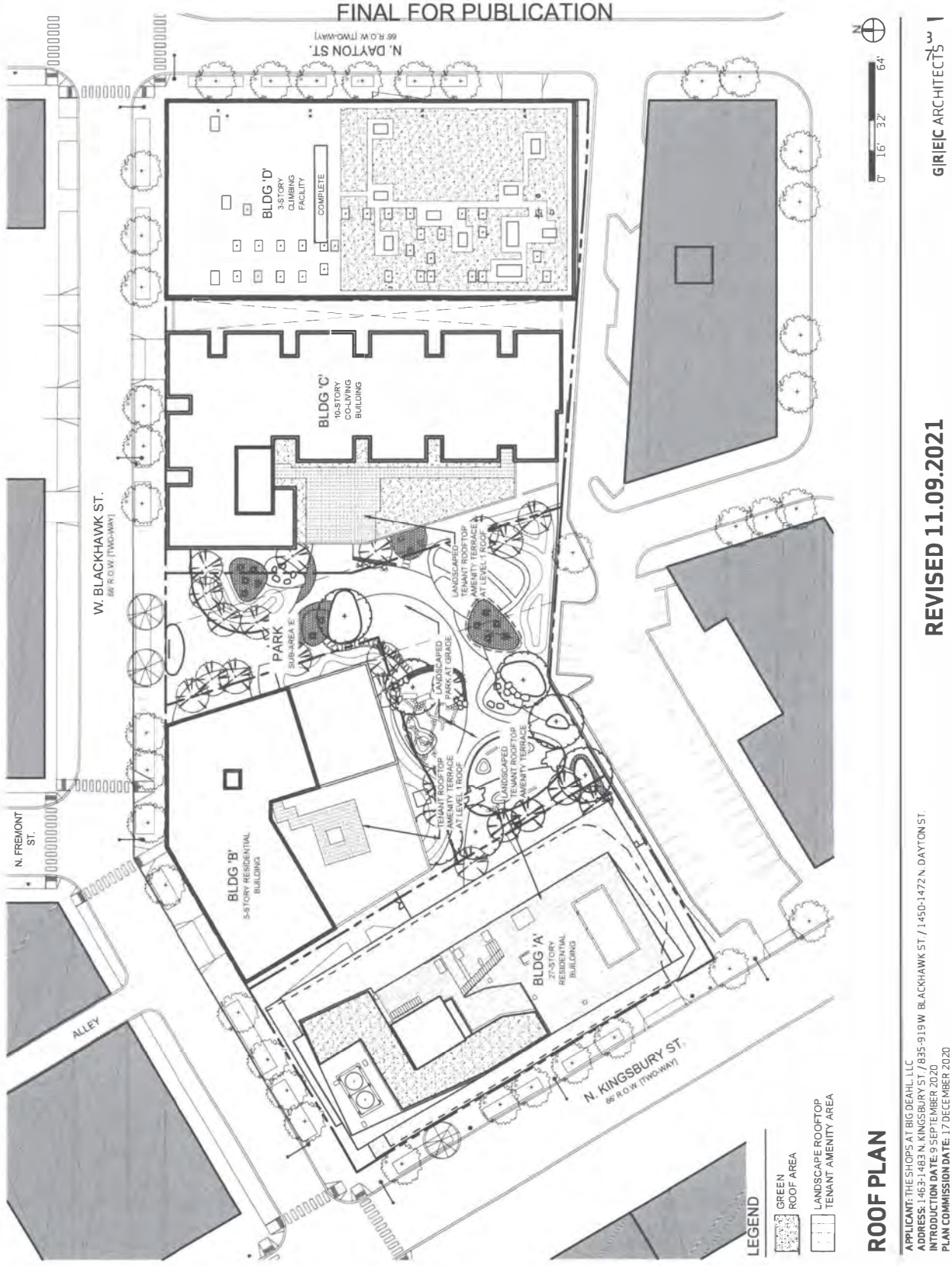

ROOF PLAN

REVISED 11.09.2021

G|R|E|C ARCHITECTS

APPLICANT: THE SHOPS AT BIG DEAHL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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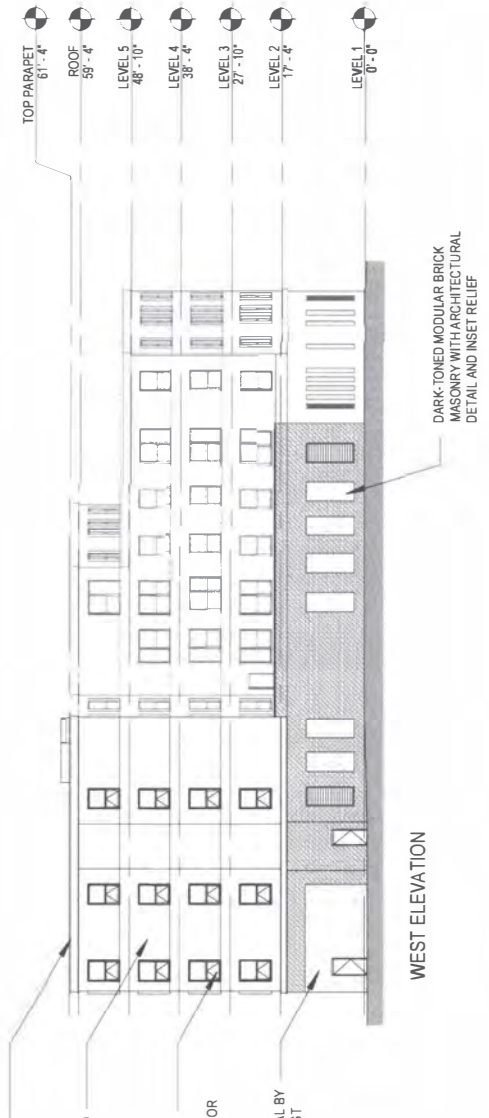

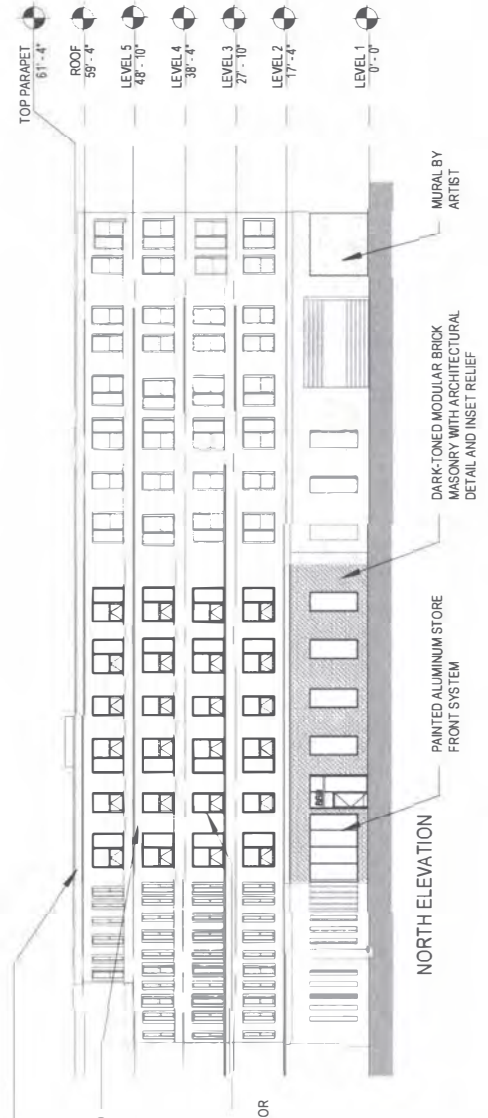

0' 10' 20' 40'

ELEVATIONS - SUB-AREA 'B'

APPLICANT: THE SHOPS AT BIG DEAL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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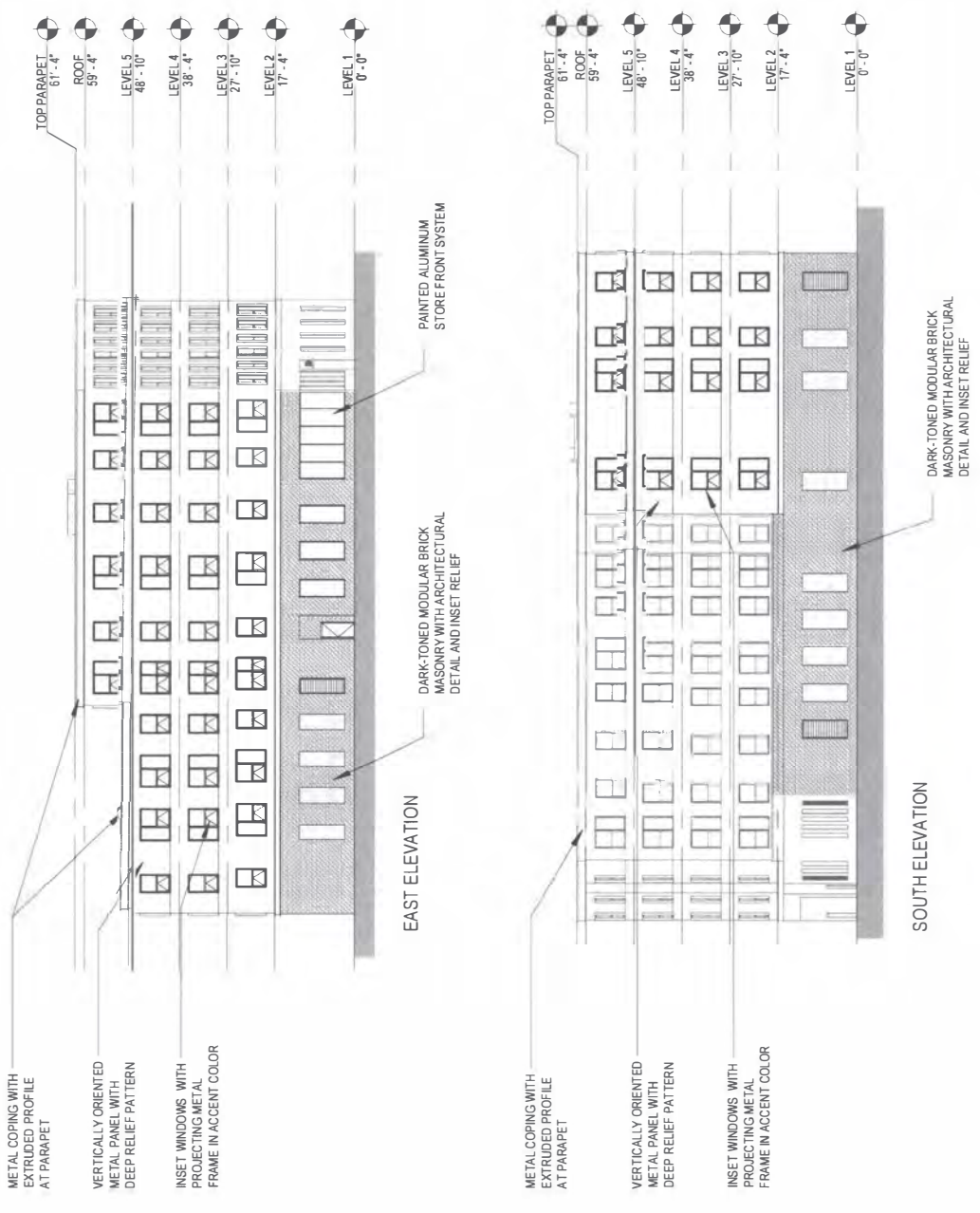

ELEVATIONS - SUB-AREA 'B'

APPLICANT: THE SHOPS AT BIG DEAHL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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G|R|E|C ARCHITECTS

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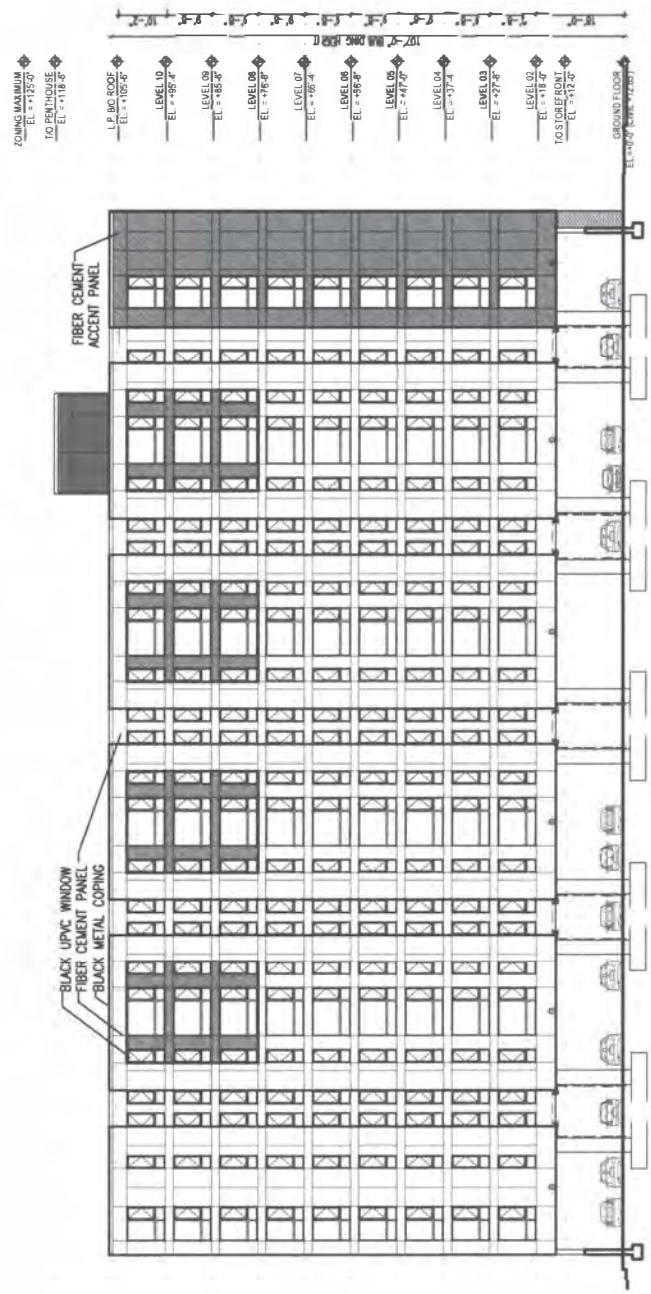

0' 8' 16' 32'

G|R|E|C ARCHITECTS

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EAST ELEVATION - SUB-AREA 'C'

APPLICANT: THE SHOPS AT BIG DEAHL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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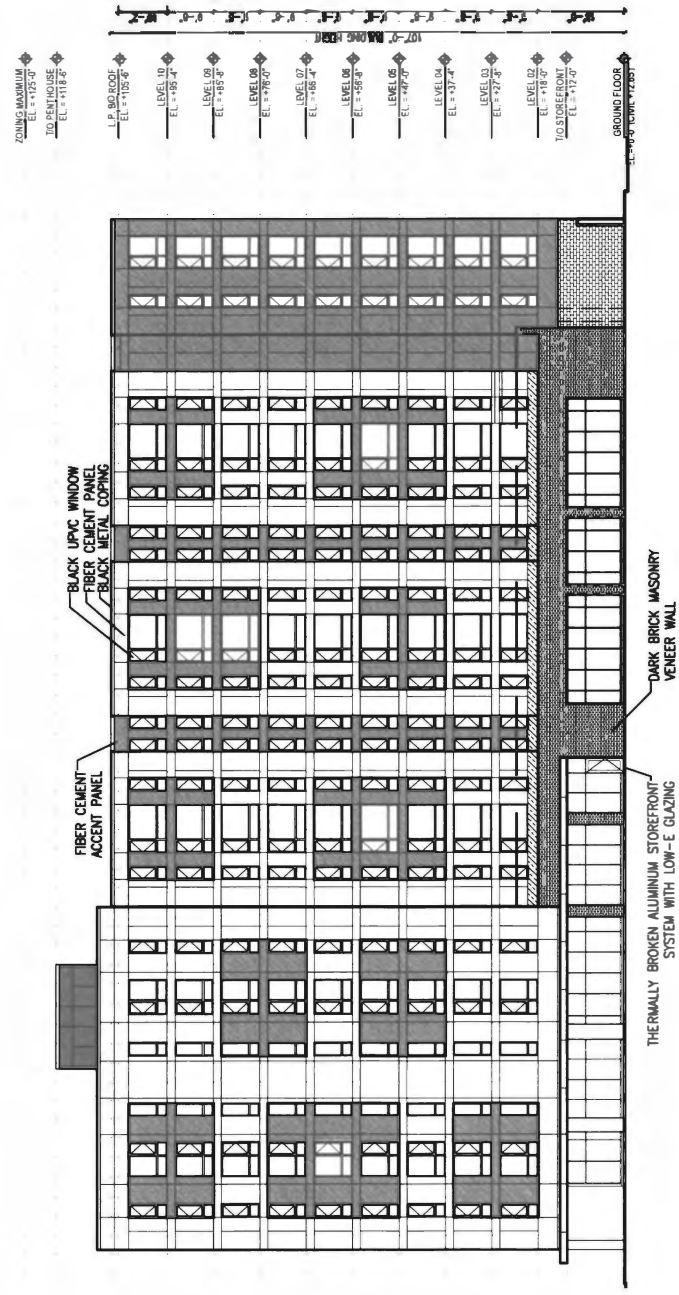

0' 8' 16' 32'

G|R|E|C ARCHITECTS

REVISED 11.09.2021

WEST ELEVATION - SUB-AREA 'C'

APPLICANT: THE SHOPS AT BIG DEAL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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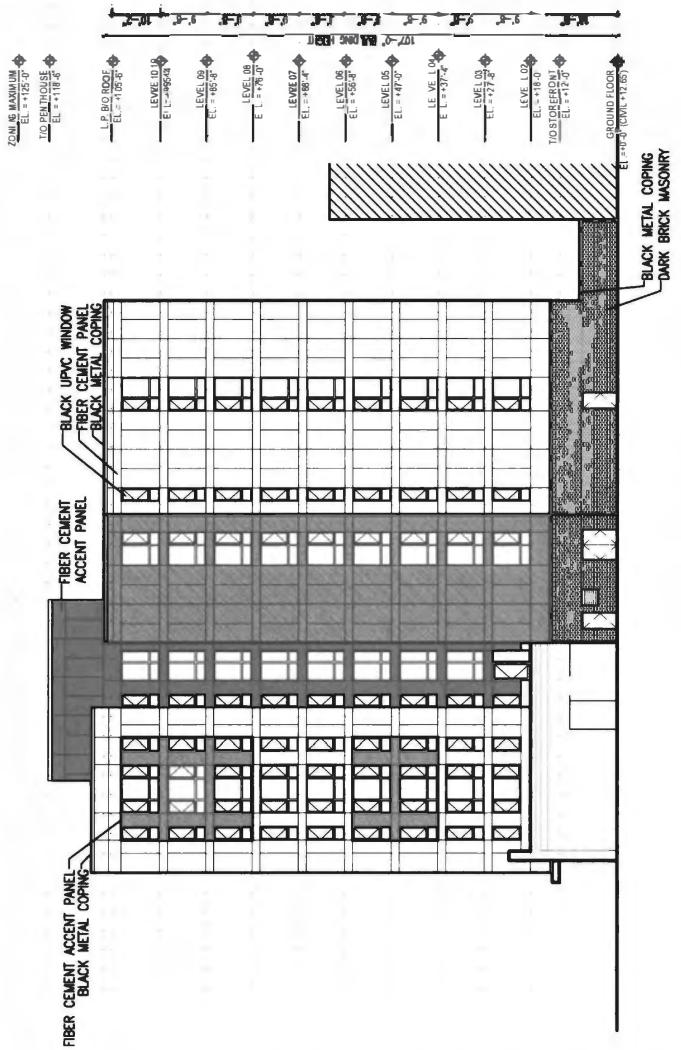

0' 8' 16' 32'

72

G|R|E|C ARCHITECTS

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SOUTH ELEVATION - SUB-AREA 'C'

APPLICANT: THE SHOPS AT BIG DEAL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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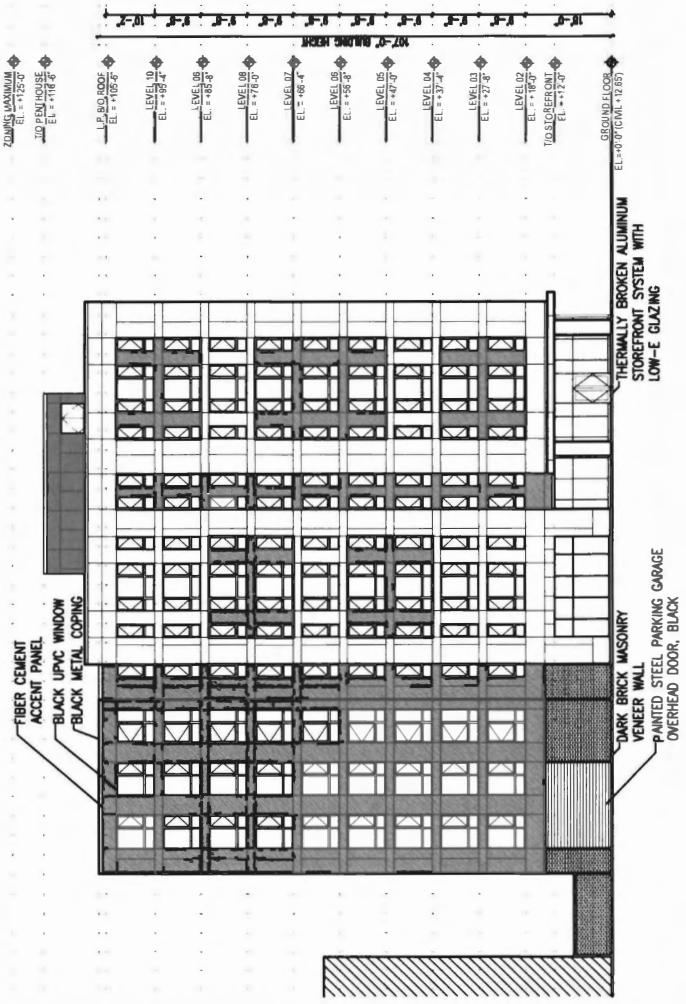

0' 8' 16' 32'

B 7

G|R|E|C ARCHITECTS

REVISED 11.09.2021

NORTH ELEVATION - SUB-AREA 'C'

APPLICANT: THE SHOPS AT BIG DEAHL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

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0 4 8 12 16'

NORTH ELEVATION - SUB-AREA ' '

REVISED 11.09.2021

APPLICANT: THE SHOPS AT BIG DEAHL, LLC
ADDRESS: 1463-1483 N. KINGSBURY ST. / 835-919 W. BLACKHAWK ST. / 1450-1472 N. DAYTON ST.
INTRODUCTION DATE: 9 SEPTEMBER 2020
PLAN COMMISSION DATE: 17 DECEMBER 2020

GIREIC ARCHITECTS

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Reclassification Of Area Shown On Map No. 3-H.
(Application No. 22652T1)
(Common Address: 1642 W. Le Moyne St.)

[O2025-0014955]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 3-H in the area bounded by:

the public alley next north of and parallel to West Le Moyne Street; a line 186 feet east of and parallel to North Paulina Street; West Le Moyne Street; a line 162 feet east of and parallel to North Paulina Street,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Location Map; Existing Basement, First, Second and Third Floor Plans; Existing/Demo Fourth Floor Plan; Existing North, South, East and West Building Elevations; Proposed Basement, First, Second, Third and Fourth Floor Plans; Proposed Front, Rear East and West Building Elevations; and Building Section attached to this ordinance printed on pages 24775 through 24793 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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Narrative and Plans for
Type 1 Zoning Map Amendment for
1642 W. Le Moyne Street, Chicago
Rezoning from RT-4 to RM-5

The subject property is improved with a 3-story 5 dwelling unit building. The applicant needs this zoning change to an RM-5 District to comply with Bulk and Density Standards to add a 4th floor addition and add an additional apartment in the basement of the existing building for a total of six dwelling units.

A. Proposed Land Use: Zoning change to an RM-5 District to add a 4th floor addition and add a basement apartment in the existing building for a total of six dwelling units.

B. Project floor area ratio: FAR will be 2.0.

C. Lot area is 2,400 SF, and the density will be 400 SF per DU.

D. The amount of off-street parking is one parking space.

E. Setbacks:

Front: 5.05'

Left side: 3.01'

Right side: 0.13'

Rear: 5.35'

F. Building height: 46'-3"

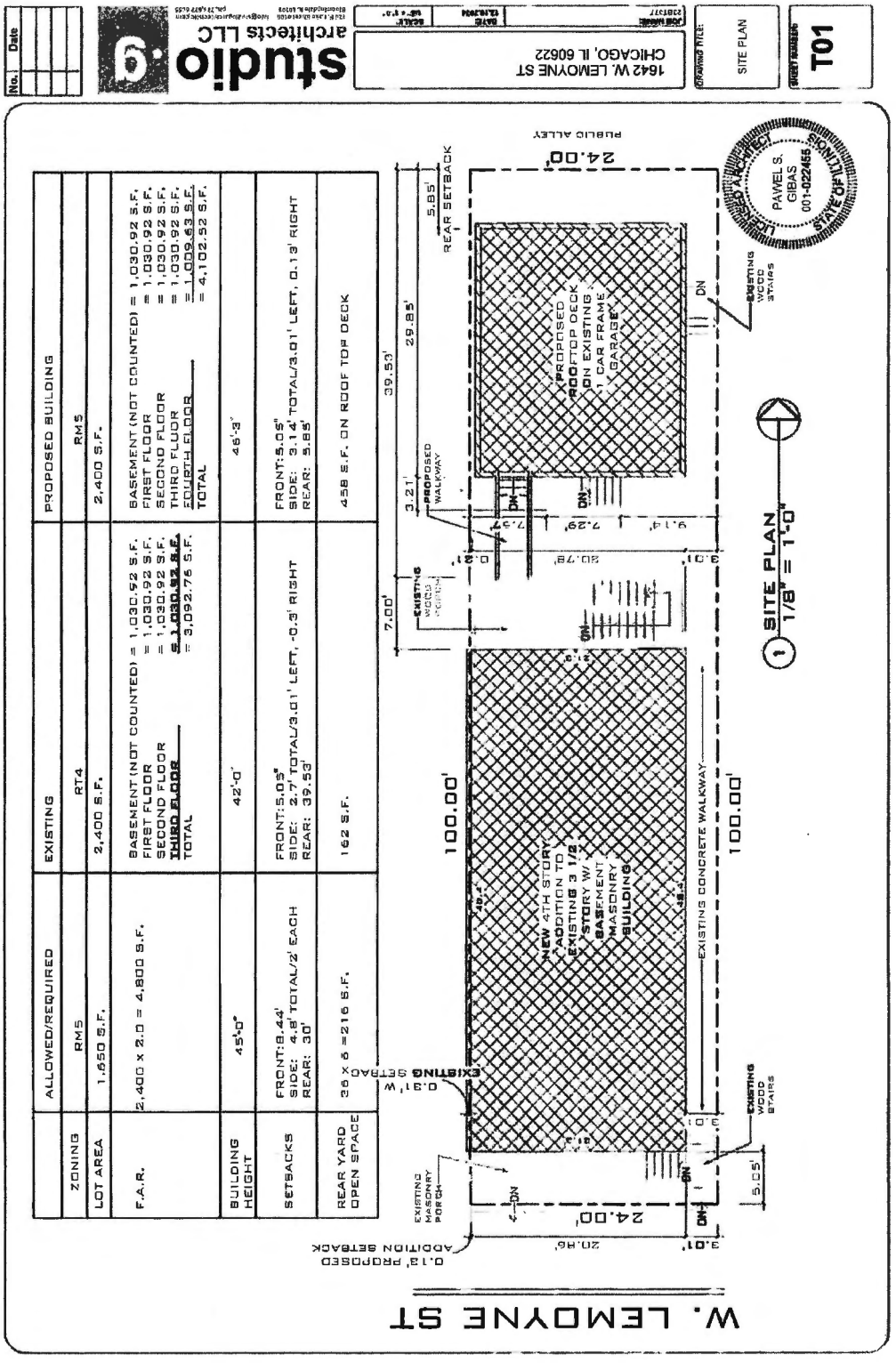
OPTIONAL RELIEF UNDER SECTION 17-13-0303 D

With this type 1 rezoning, applicant seeks:

1. An administrative adjustment under section 17-13-1003-K to relocate the minimum required rear yard open space to an accessory building roof top deck on a sub-standard lot only 100.00 feet deep.

Final for Publicatic

2. An administrative adjustment under section 17-13-1003-L to increase the building height to 46.3 feet which is no more than 10% of the 45 feet allowed, as per plans.
3. An administrative adjustment under section 17-13-1003-EE to reduce the off-street parking requirement to one parking space for transit served location near the CTA Blue Line Station at North Avenue and Damen and near the CTA Bus Line on Ashland Avenue. This is a rehab of an existing older building which historically only had a two car garage. The Applicant seeks to reduce the required parking from 6 spaces to one parking space for this 6 dwelling unit building at this transit served location.
4. An administrative adjustment under section 17-13-1003-I to permit an upper-story building addition that follows the existing setback of the exterior building wall directly beneath the proposed addition to this 136 year old residential building. The applicant seeks to reduce the west side setback from 2 feet to 0.13 feet and the combined side setback from 4.8 feet to 3.14 feet.
5. A variation under section 17-13-1101-B to reduce the rear setback from the 30 feet required to 5.35 feet in order to construct a garage rooftop deck with a new access stair for this 136 year old residential building on a substandard lot which is only 100 feet deep, as per plans.
6. A Variation under section 17-13-1101-B to reduce the front setback from 7.24 feet to 5.05 feet.



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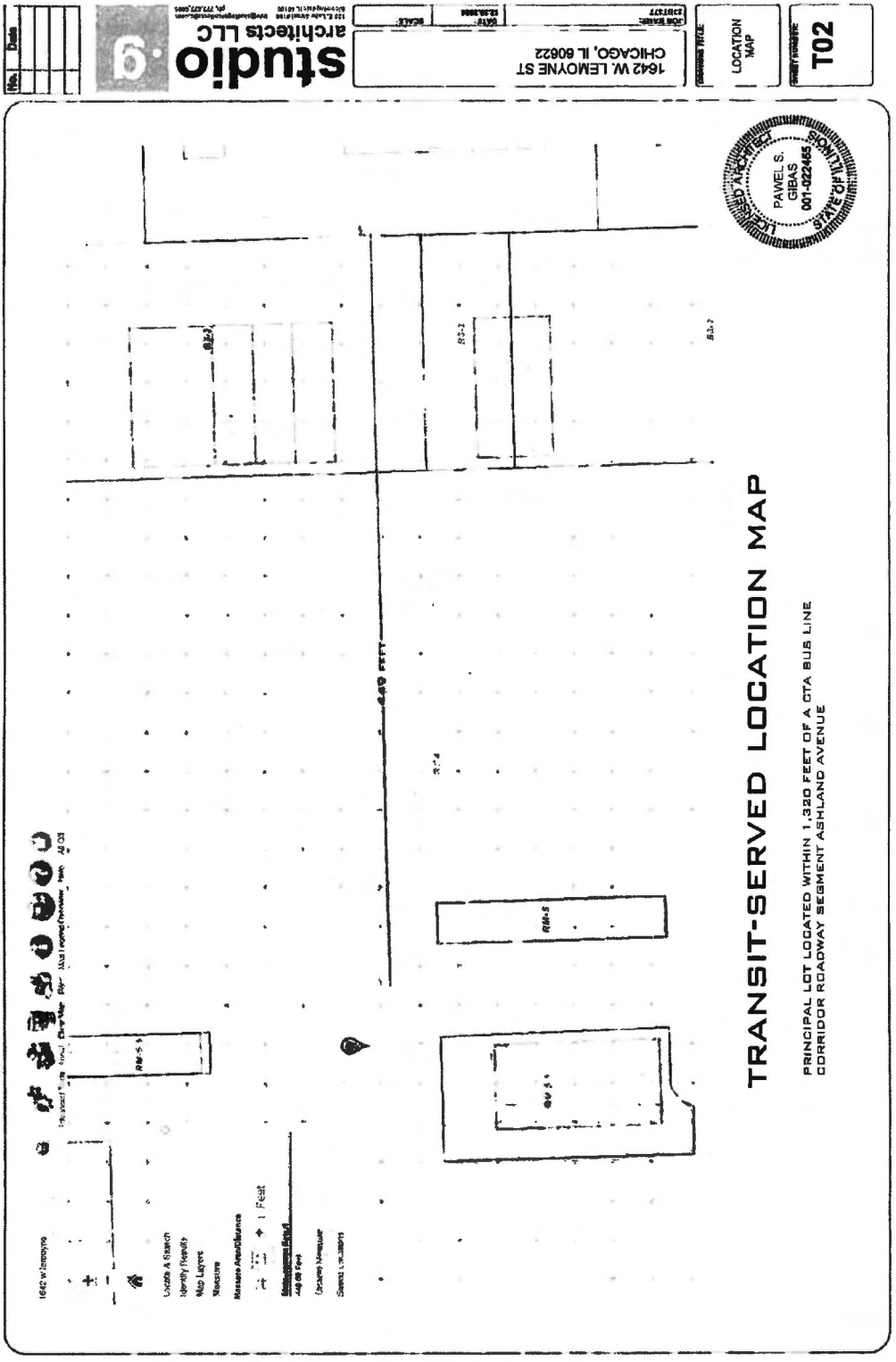

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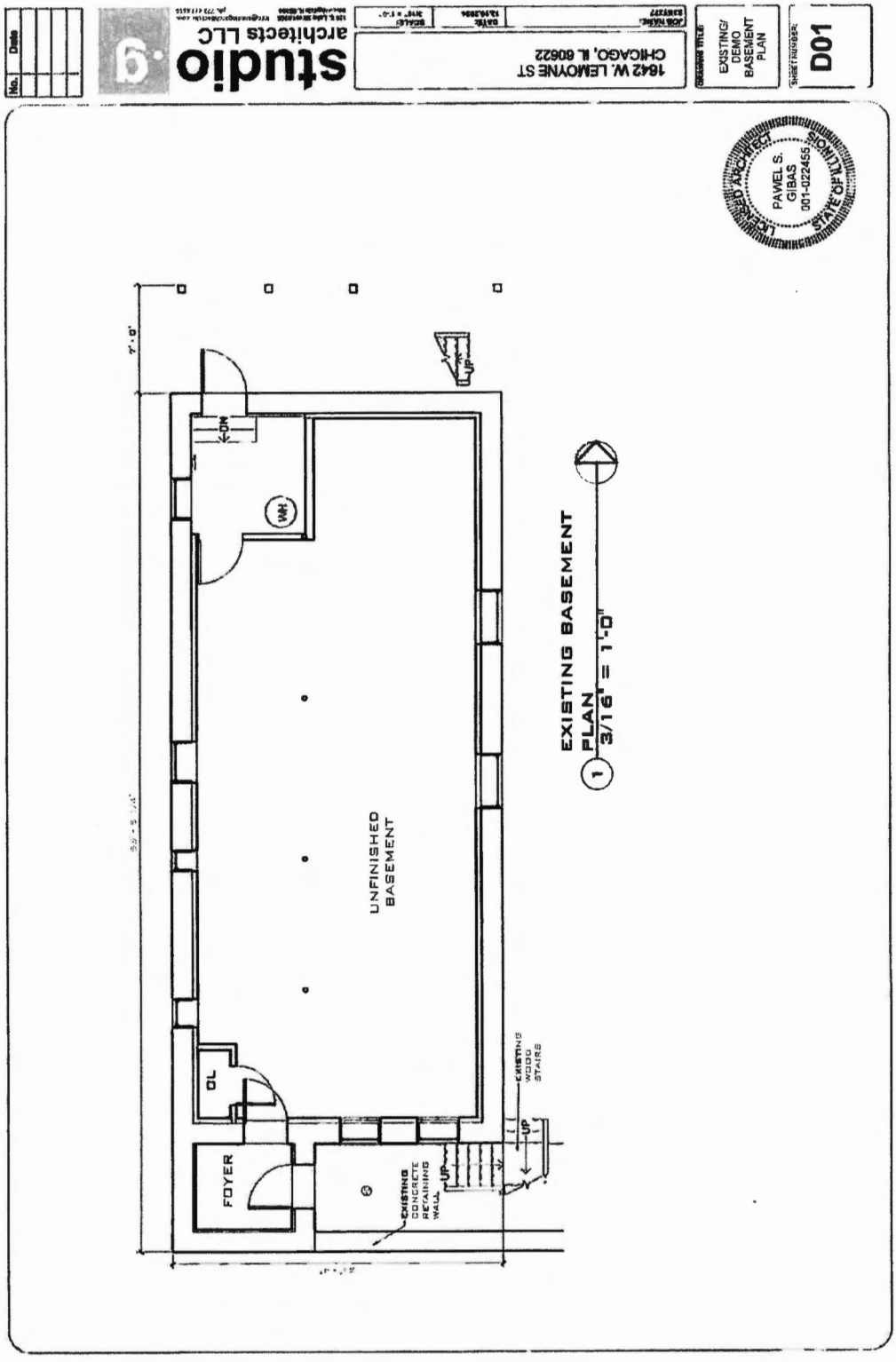

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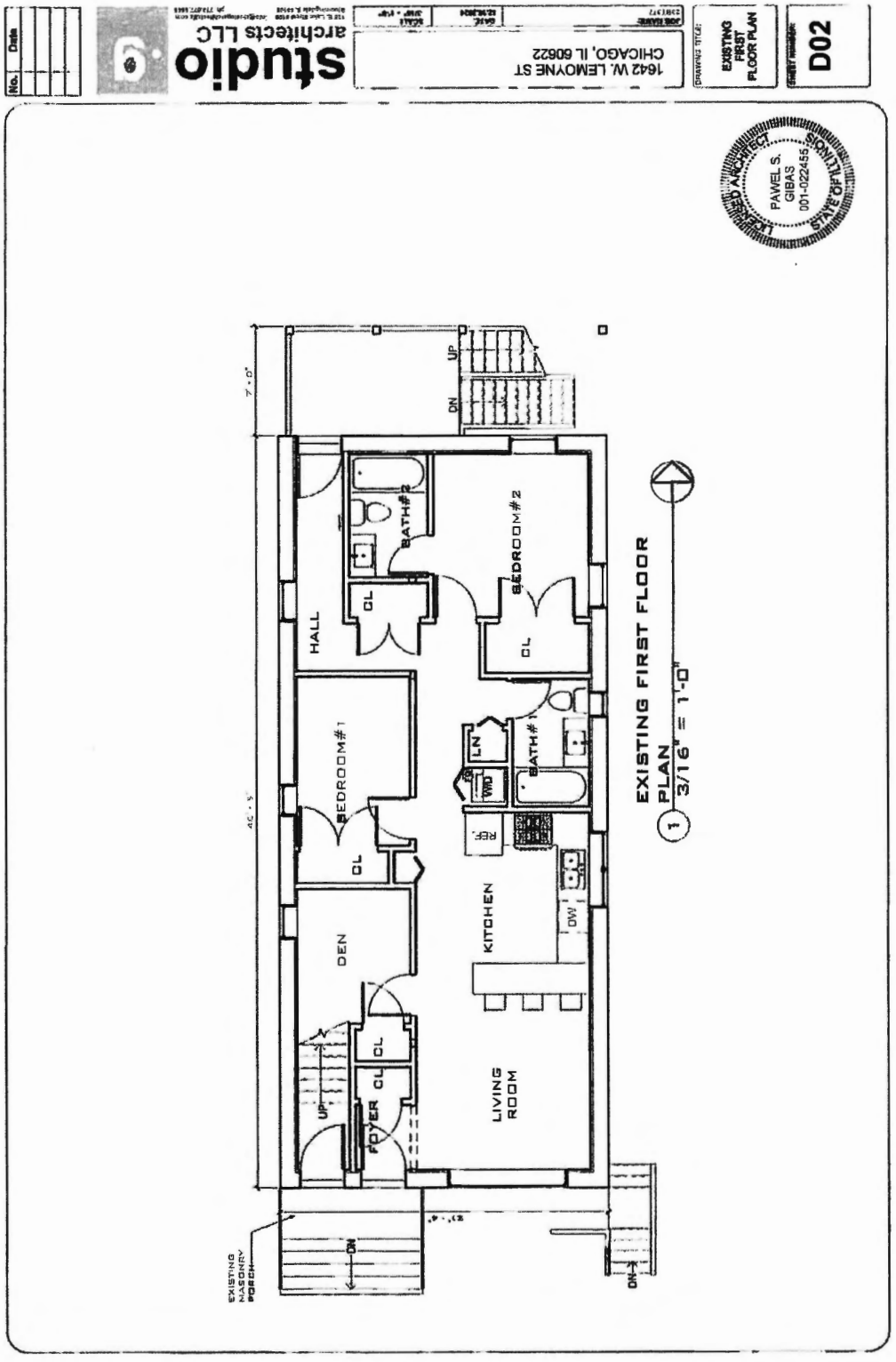

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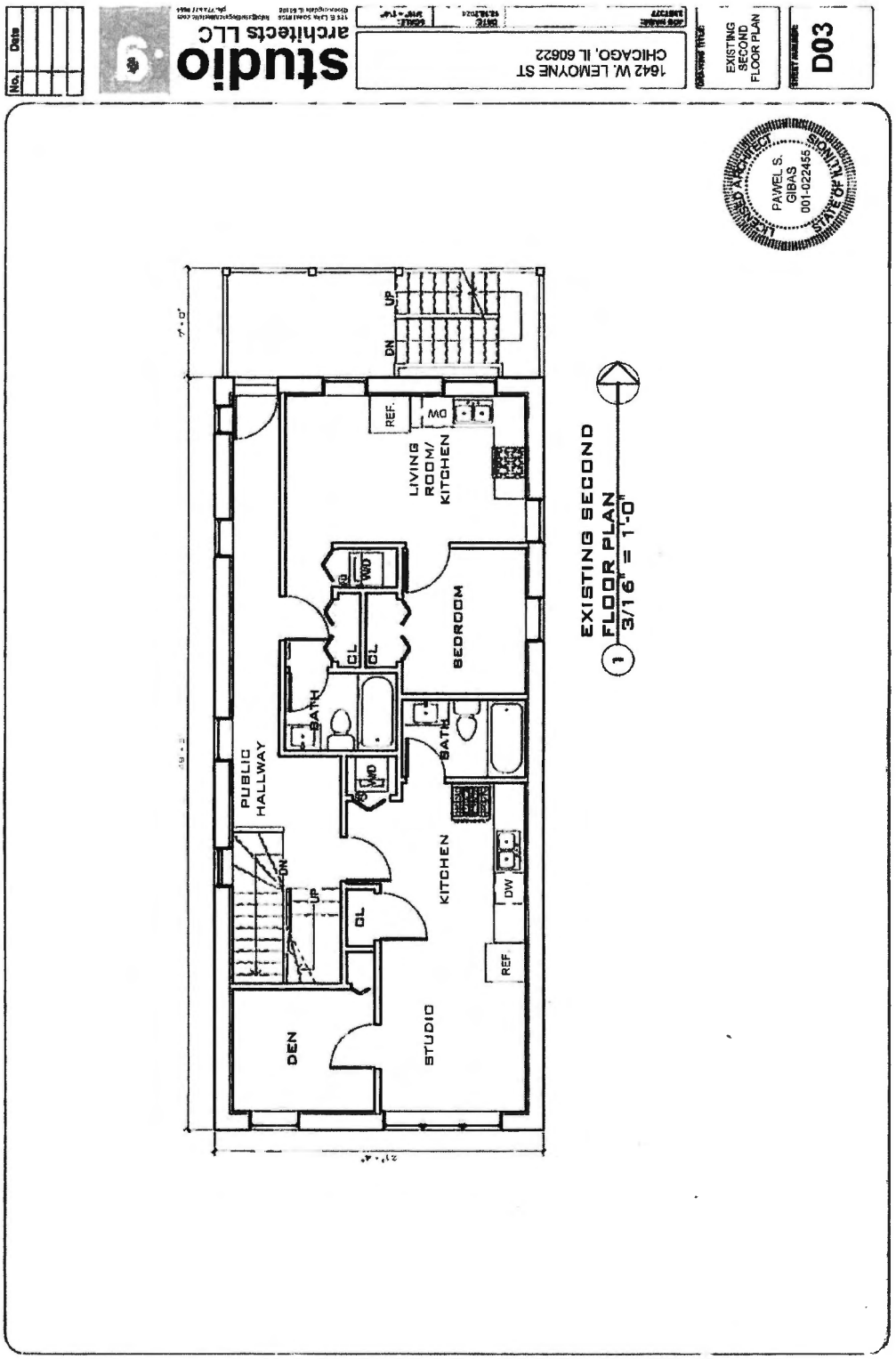

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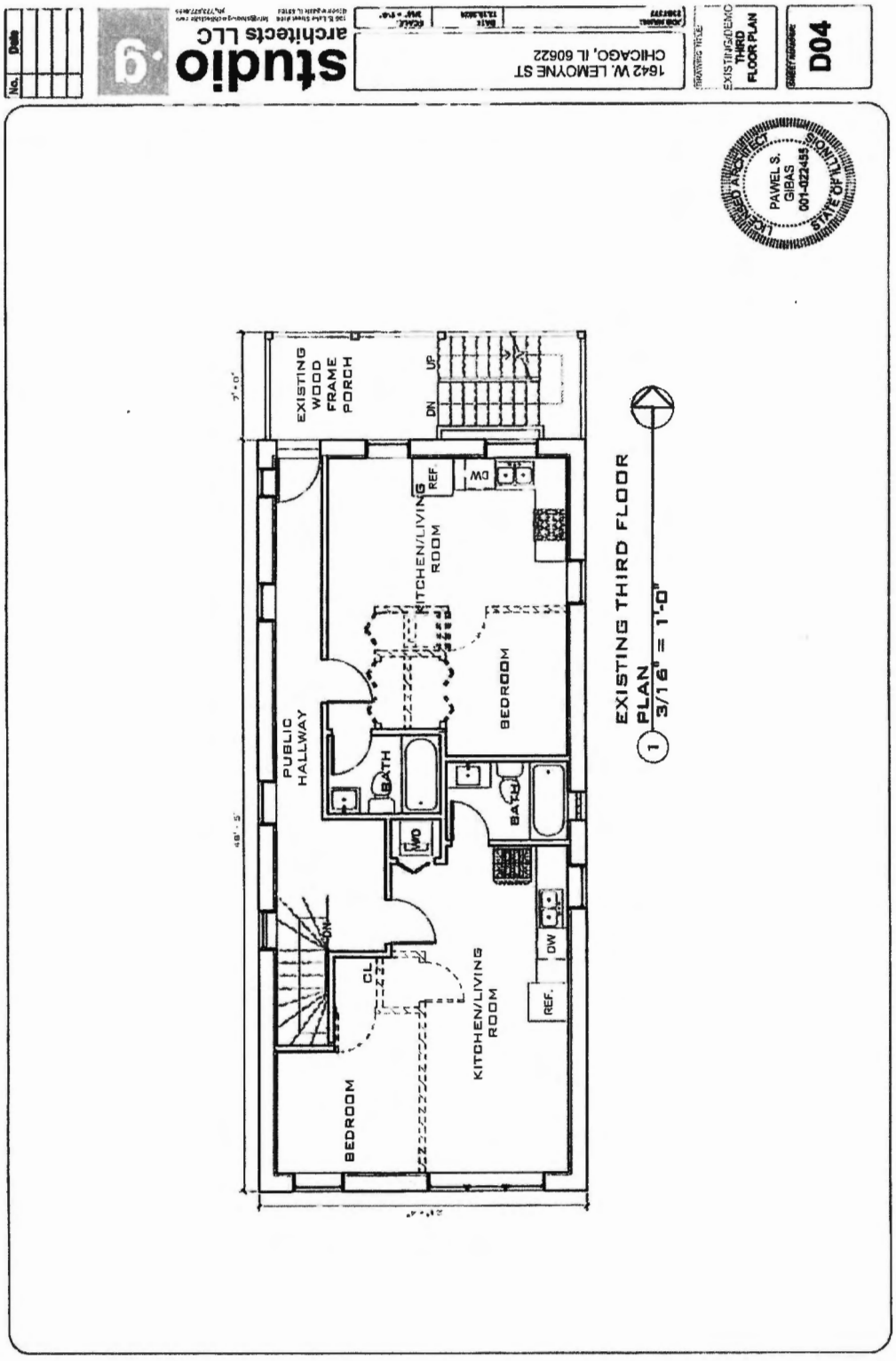

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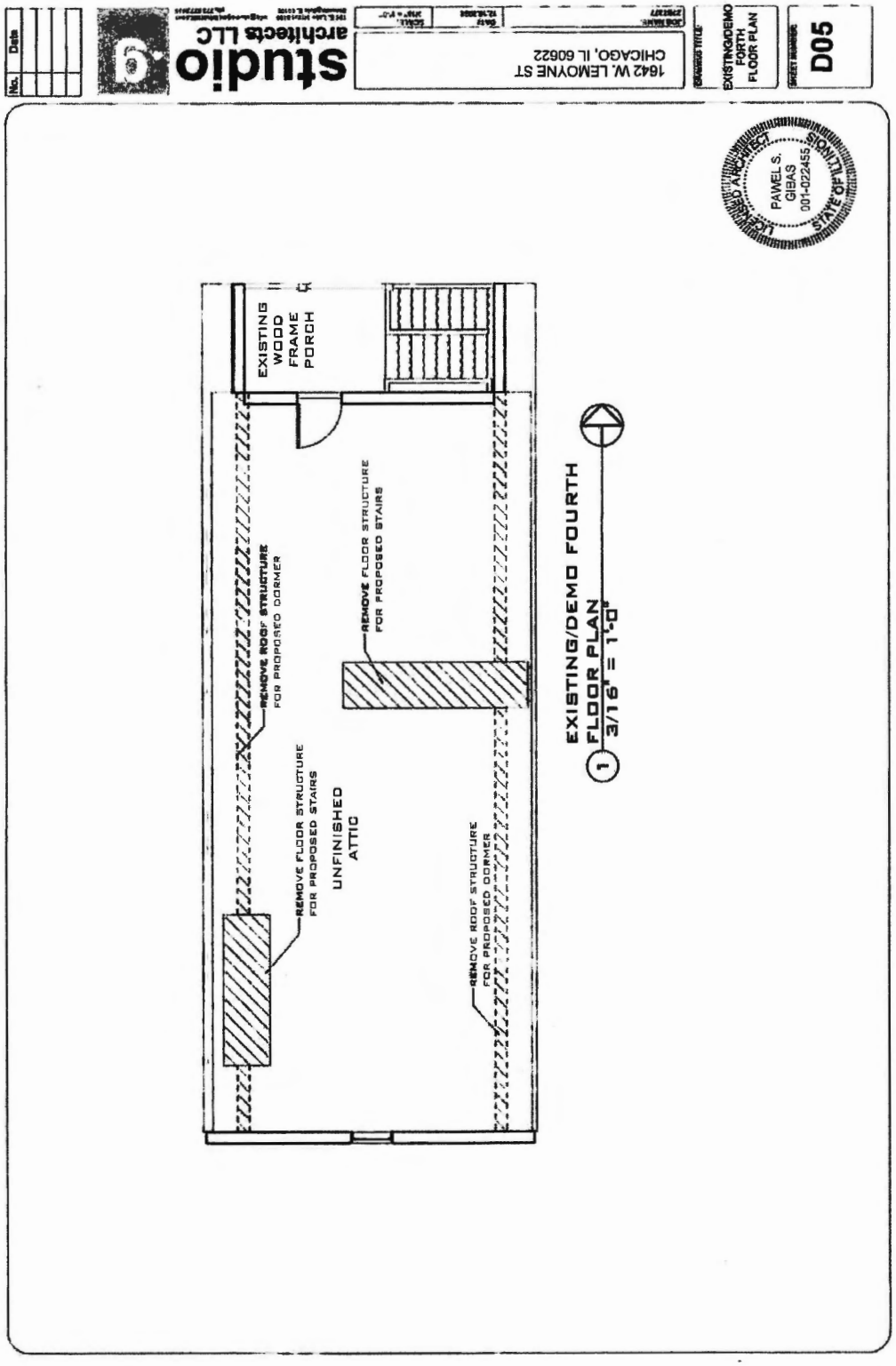

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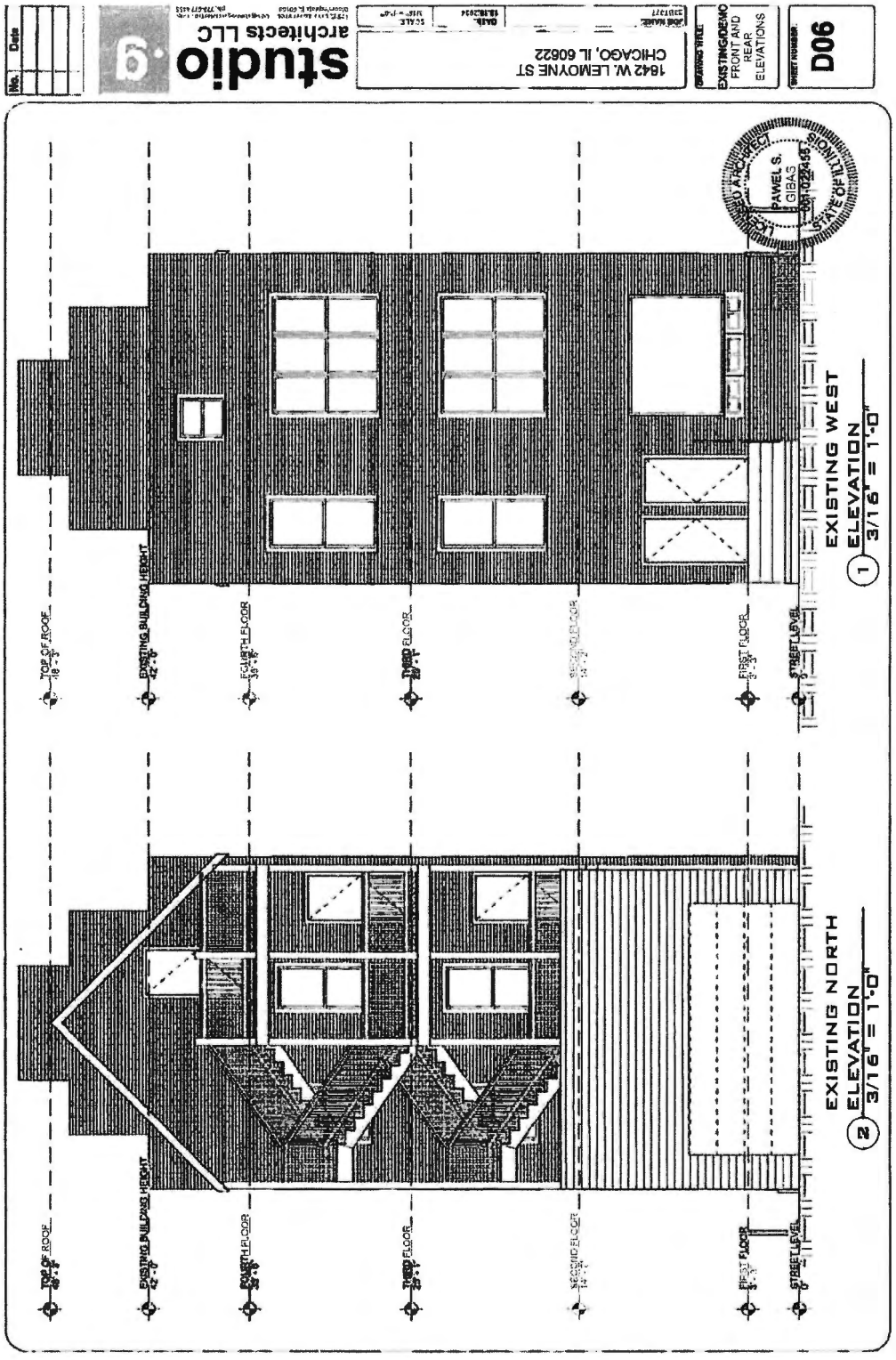

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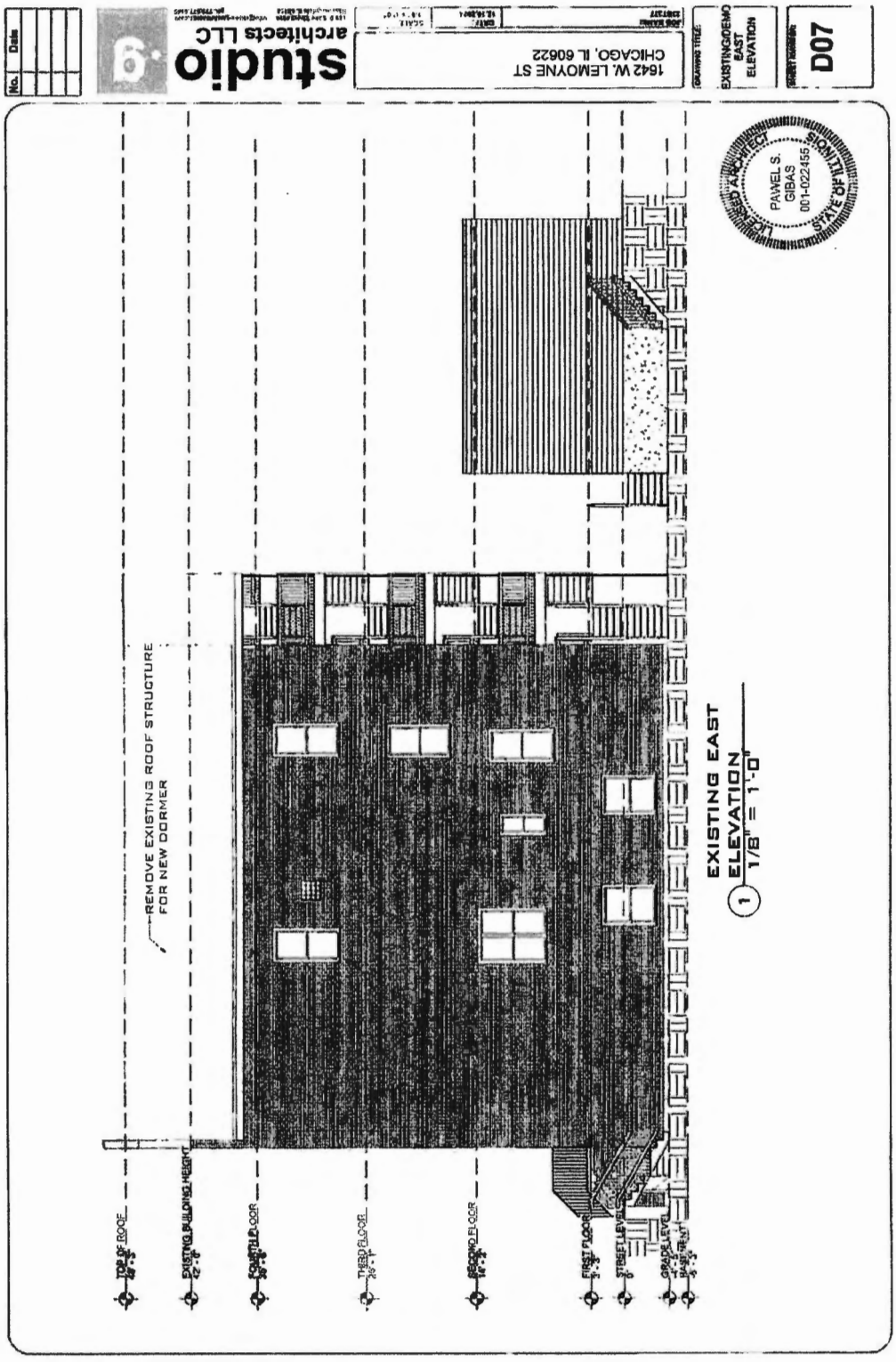

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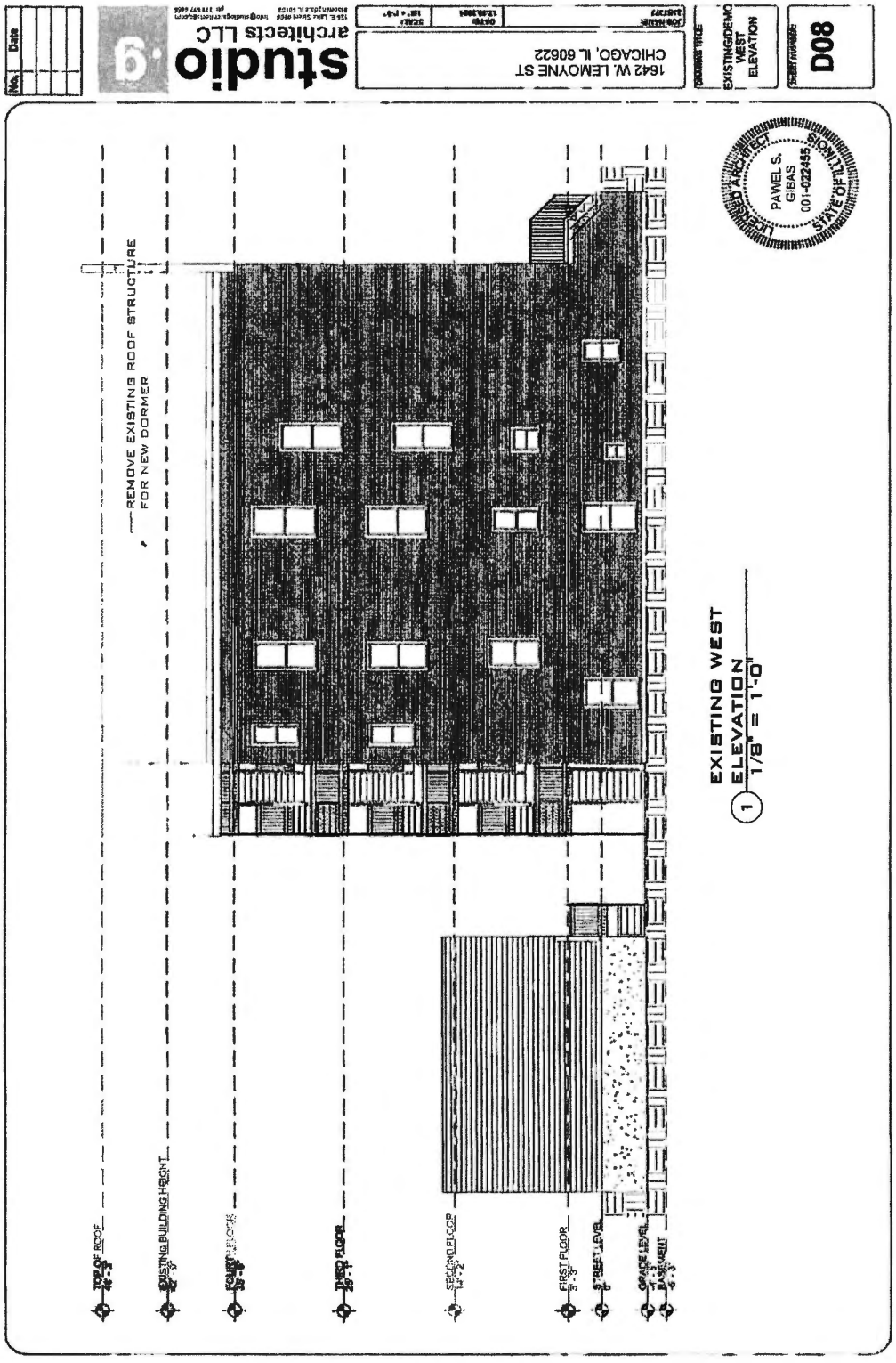

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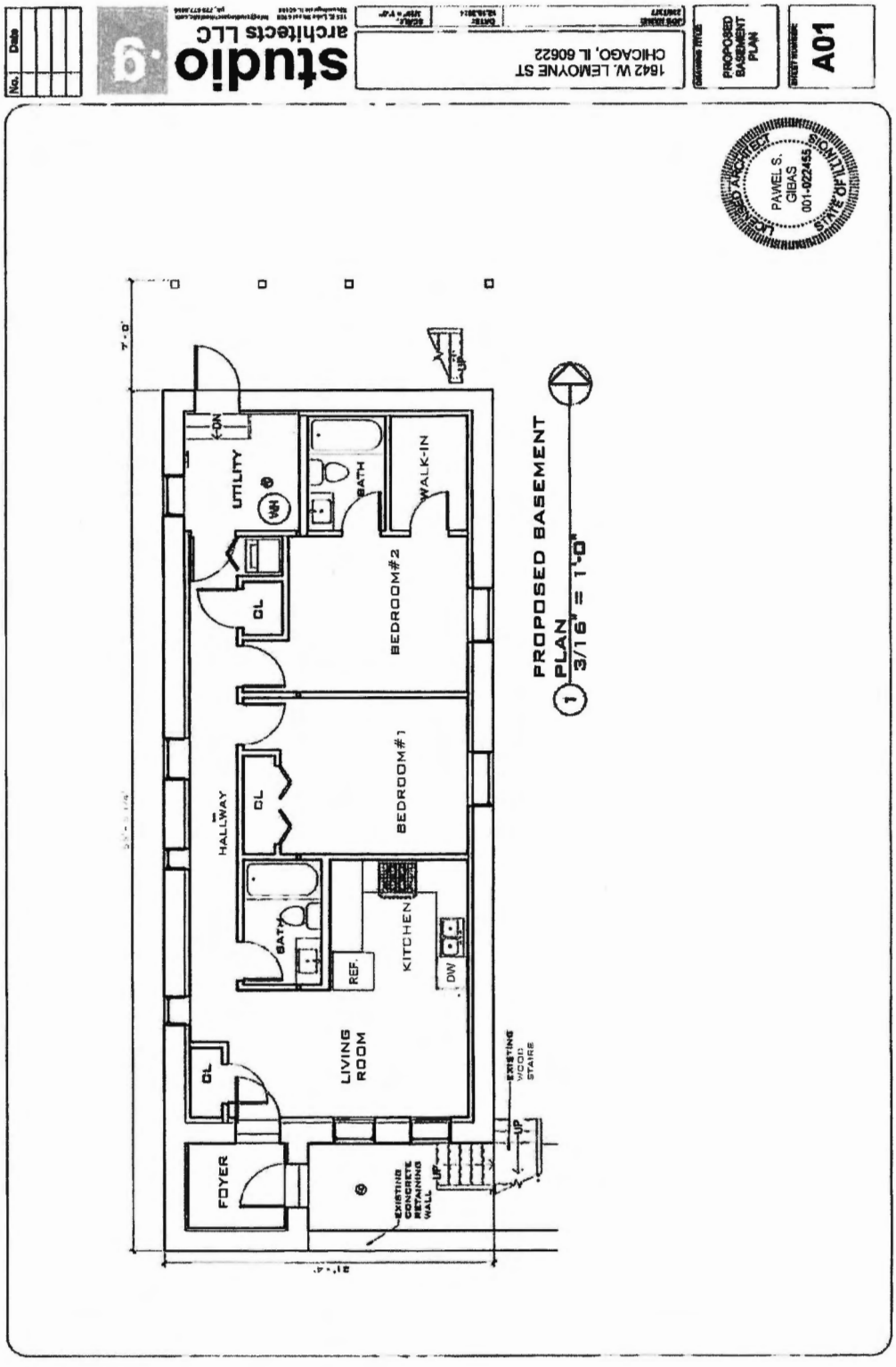

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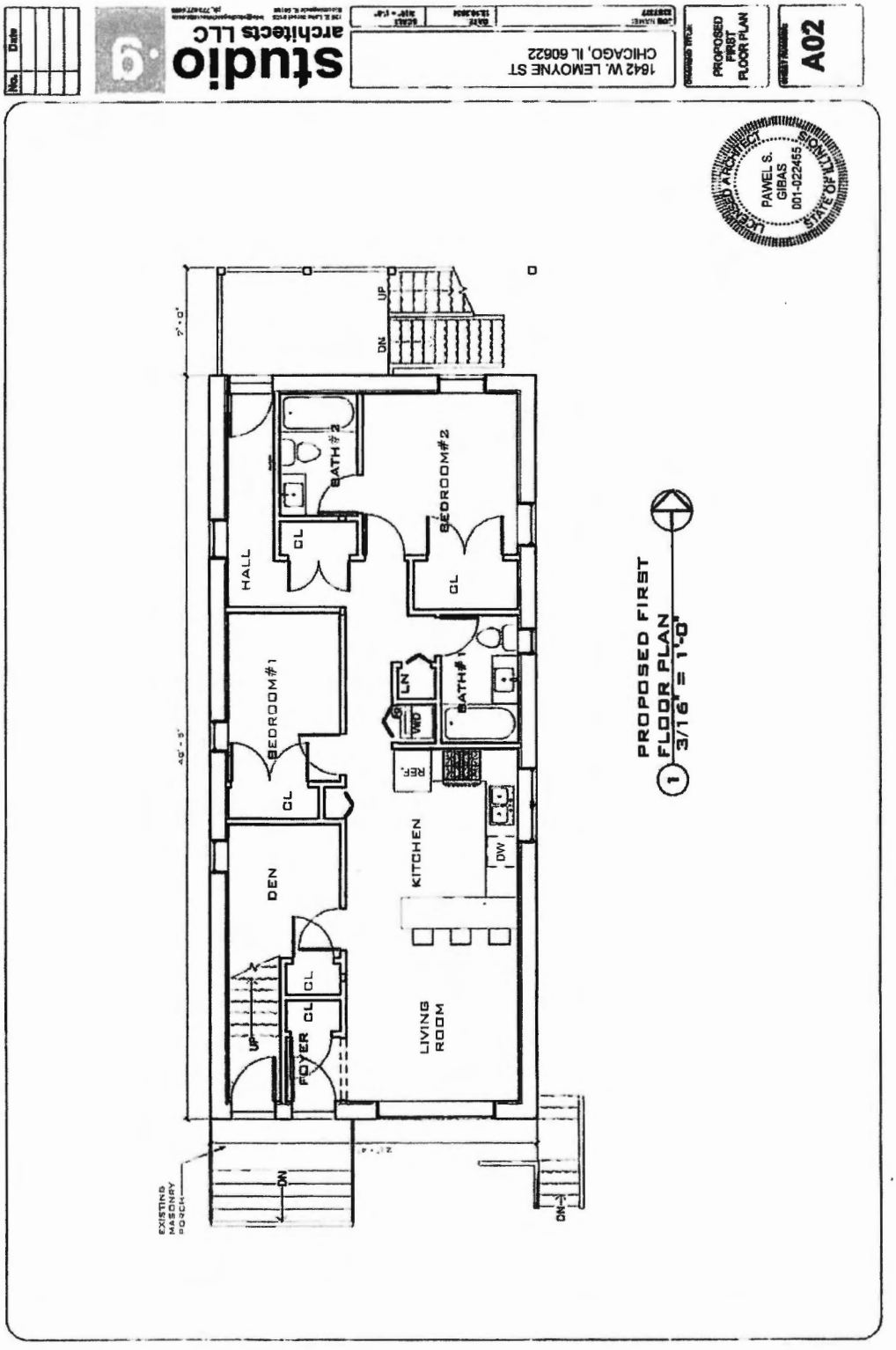

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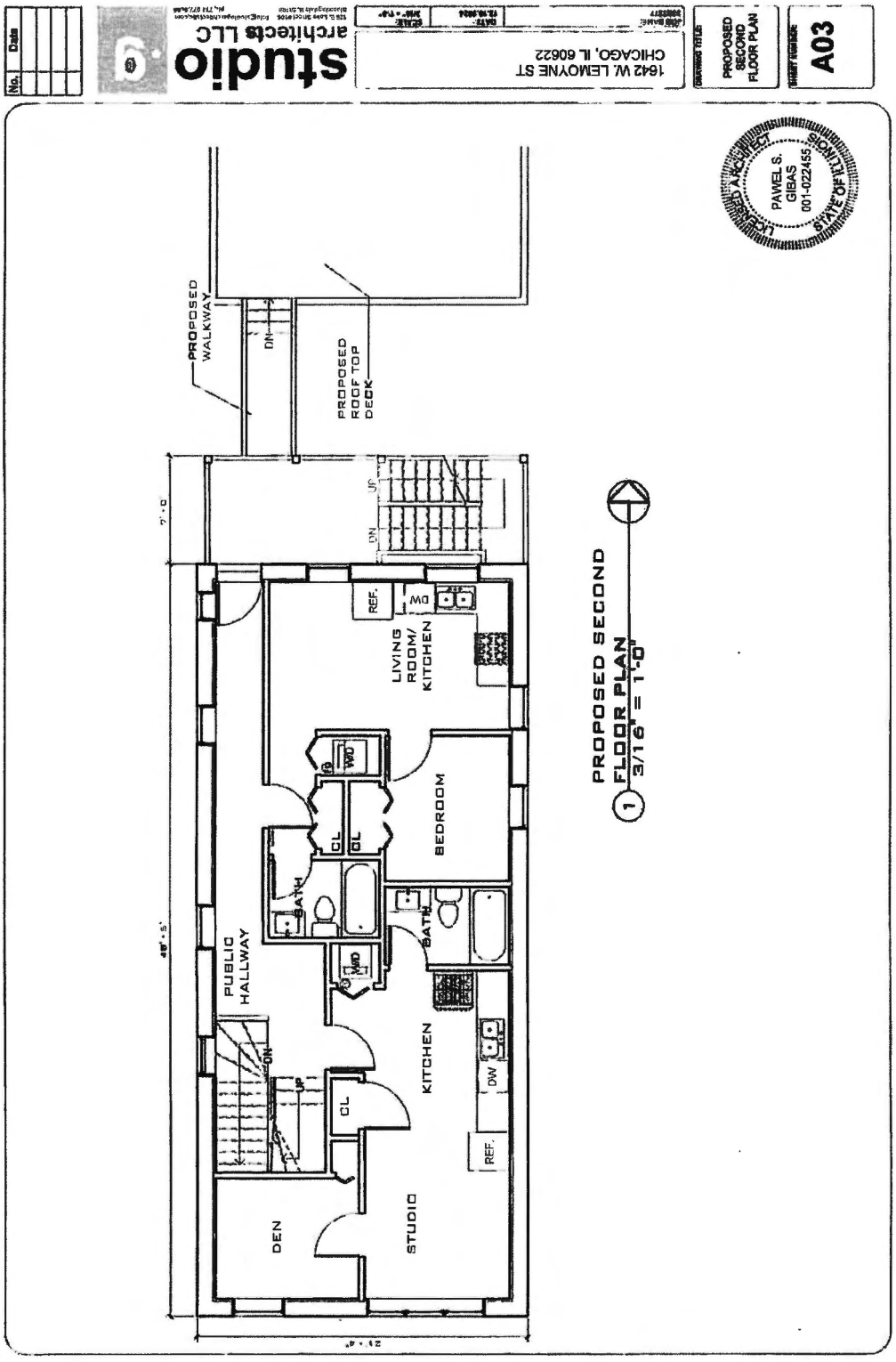

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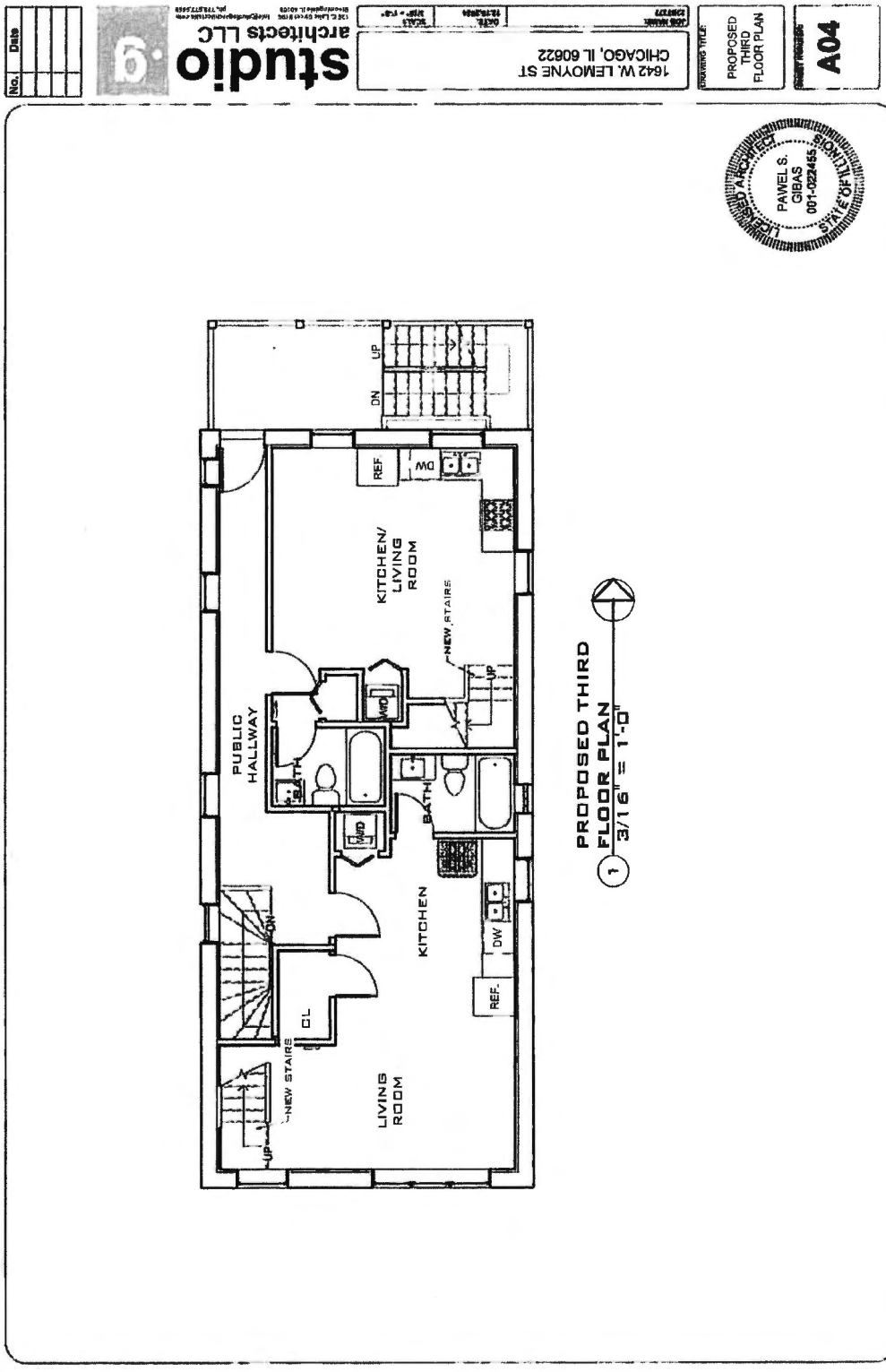

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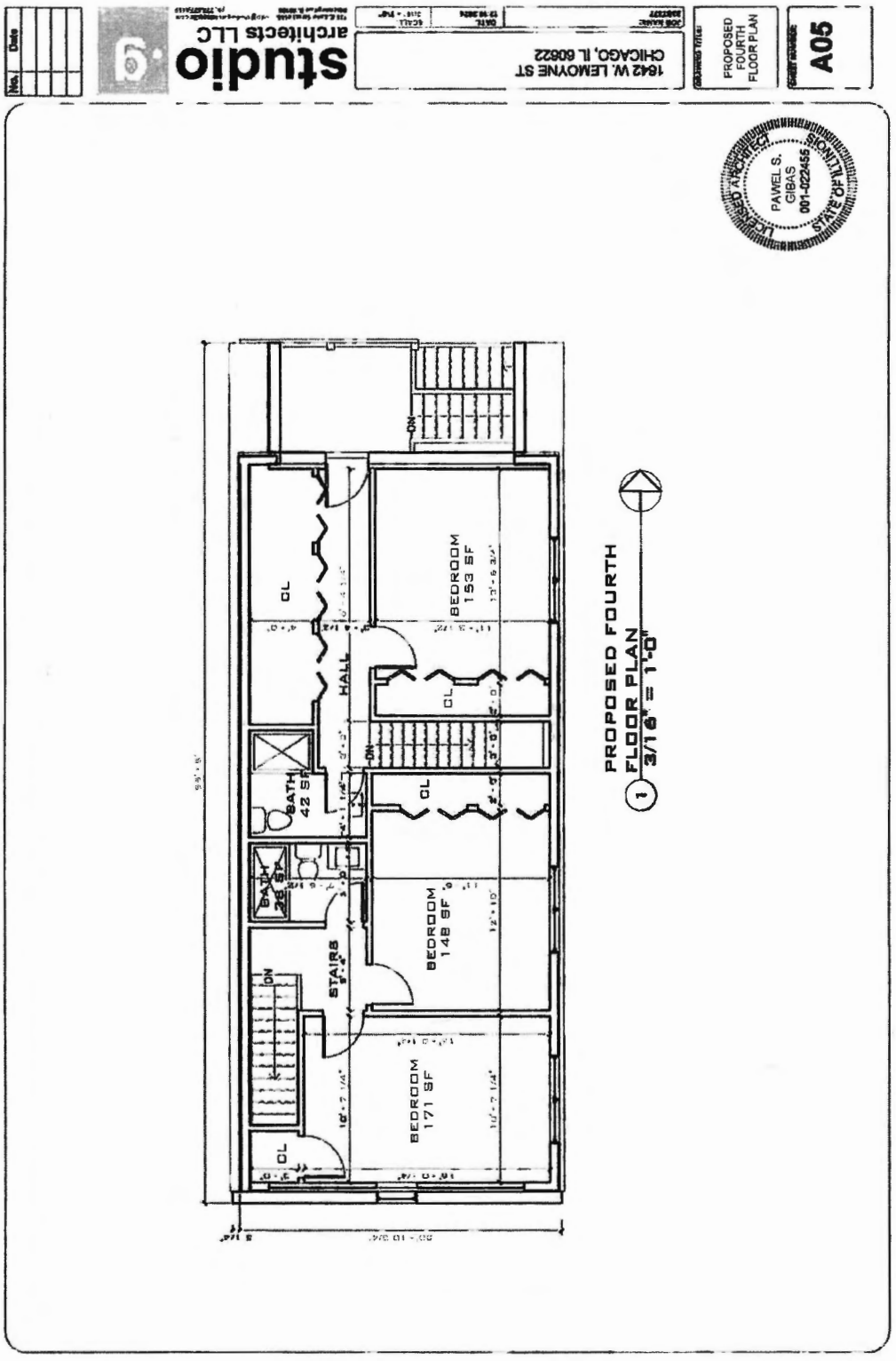

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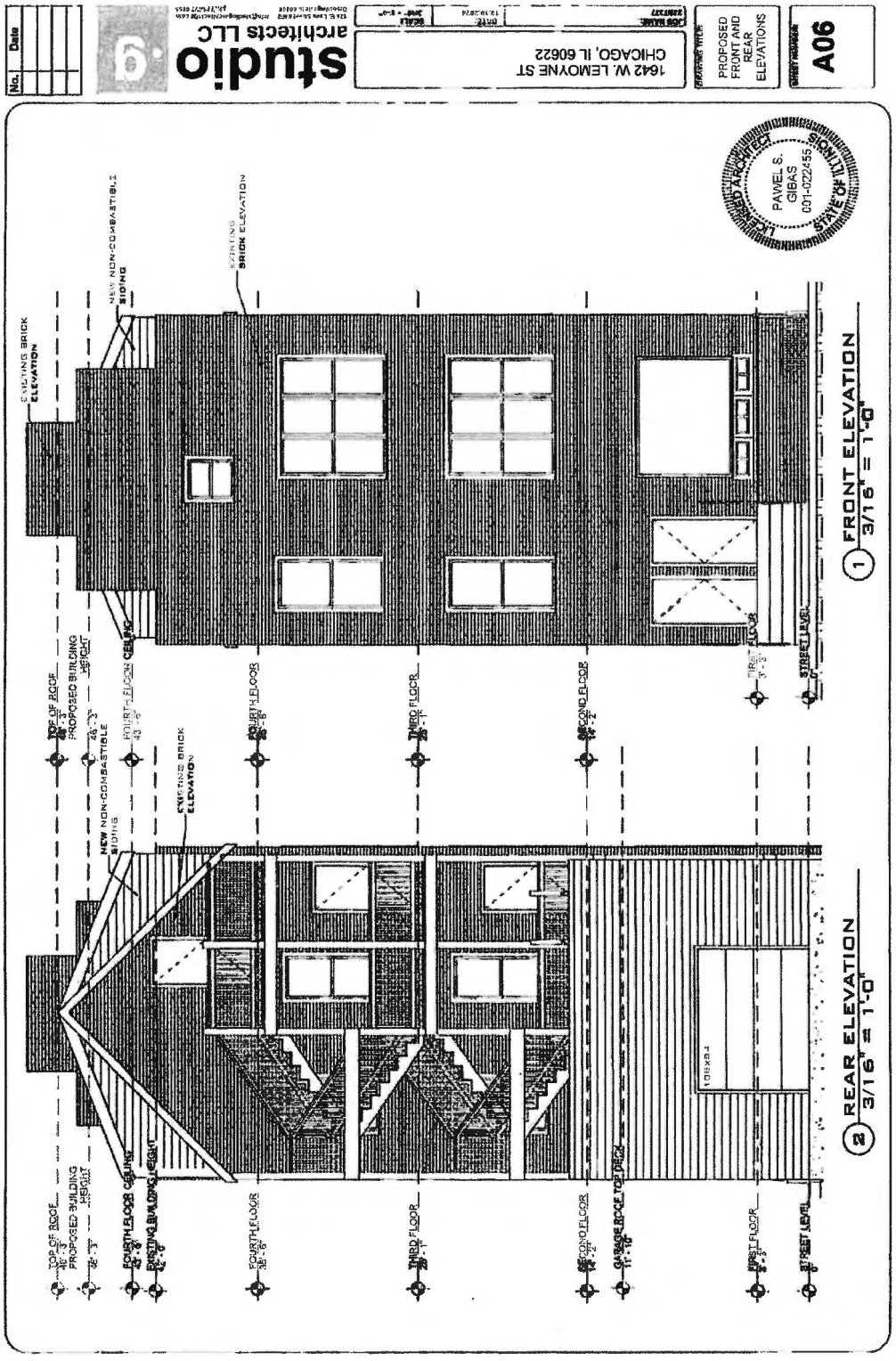

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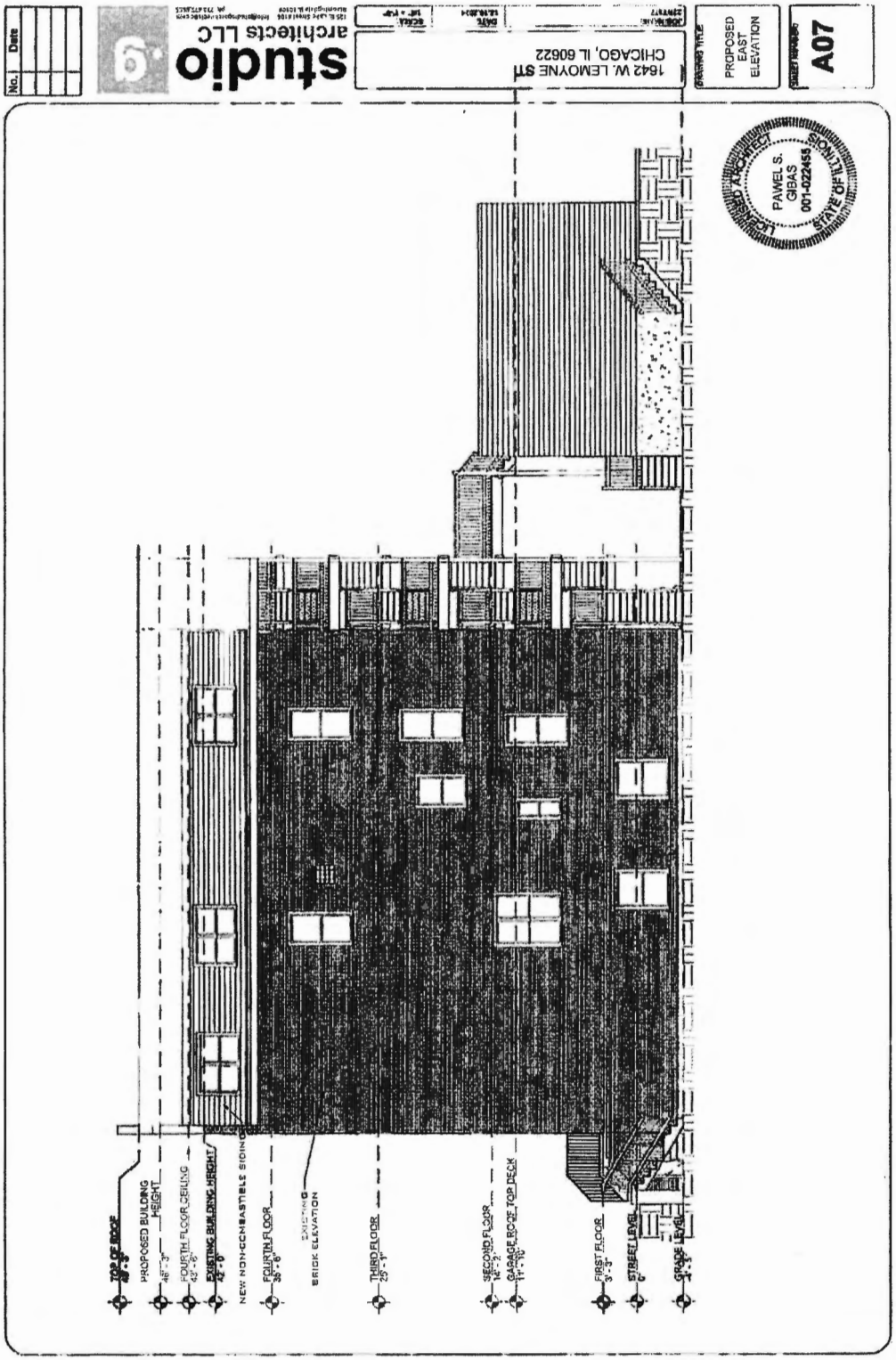

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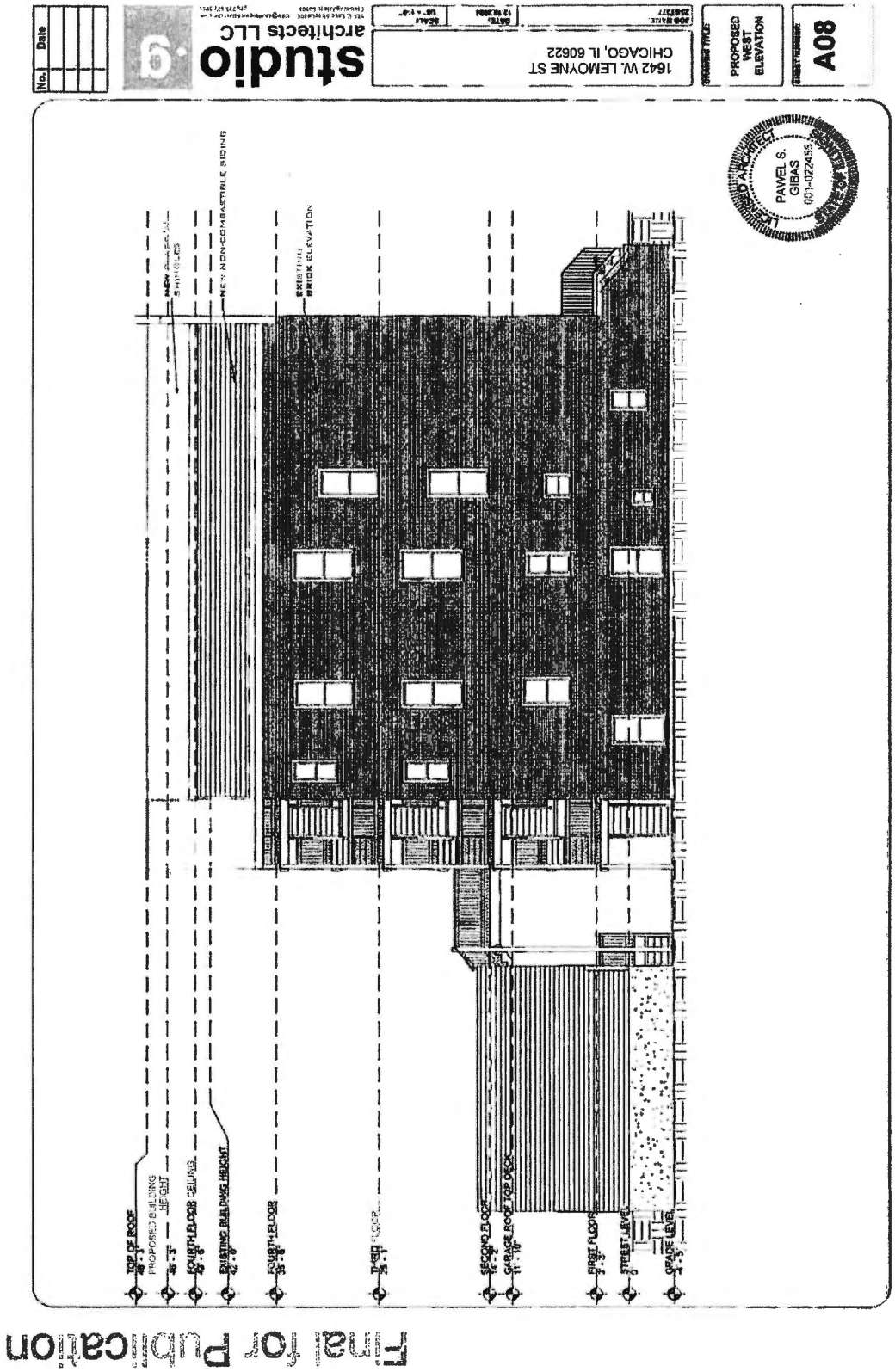

Final for Publication

1 BUILDING SECTION
3/16" = 1'-0"

STATE OF ILLINOIS LICENSED ARCHITECT PAWEL S. GIBAS 001-022455

A09

BUILDING SECTION

1642 W. LEMOYNE ST
CHICAGO, IL 60622

studio architects LLC

No. Date

Reclassification Of Area Shown On Map No. 4-H.
(As Amended)
(Application No. 22637T1)
(Common Address: 1726 W. Cullerton St.)

[SO2025-0014847]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-H in an area bounded by:

the alley next north of and parallel to West Cullerton Street; a line 264.00 feet west of and parallel to South Paulina Street; West Cullerton Street; and a line 288.00 feet west of and parallel to South Paulina Street,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Cover Sheet; Site Plan; Roof Deck Plans; North, South, East and West Building Elevations; Details; Garage Plans; North, South, East and West Garage Elevations; and Garage Details attached to this ordinance printed on pages 24796 through 24805 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Type-1 Zoning Map Amendment
Substitute Narrative and Plans
1726 W Cullerton St
From RT-4 to RM-4.5

1.A. The applicant seeks a zoning change from RT-4 to RM-4.5 to meet the bulk and density standards of the RM-4.5 zoning district to bring the existing property into compliance and allow for the construction of a new detached 2-car garage with a roof deck.

FAR	1.204
Density (MLA)	3
Building Area	3,614.13 SF
Lot Area	3,000 SF
Building Height	36' 3"
Front Setback	14' 6.5"
Rear Setback *	0'
East Side Setback**	0'
West Side Setback **	0'
Parking***	2

* Per Section 17-13-1101-B applicant seeks a variance to reduce the required rear yard setback from 37' 6" to 0'.

** Per Section 17-13-1101-B applicant seeks a variance to reduce the minimum required west side yard setback from 2' to 0'; and to reduce the minimum east side yard setback from 3'-3/8" to 0' for a combined side yard setback of 0'.

*** Per Section 17-13-1101-D applicant seeks a variance to reduce the amount of required parking from 3 spaces to 2 spaces.

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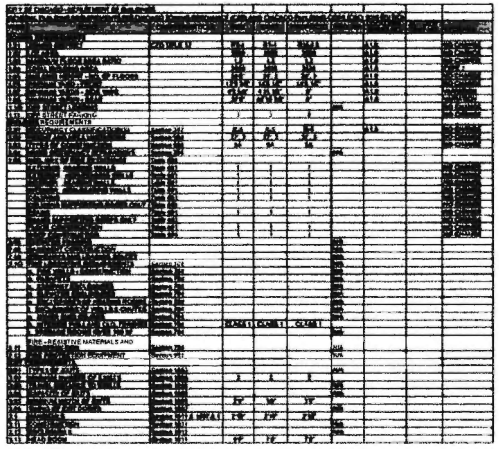

1726 W. Cullerton St.

Chicago, Illinois 60608

#101058517

Expand private rooftop deck for Unit 3, and add new pergola, guardrails, trellis, hot tub, and cabinetry on existing 3-story, 3-unit frame building. Build new detached frame 2-car Type 3A garage with rooftop deck & pergola on existing concrete foundation and slab with new steel bridge access. Proposed design requires zoning variations. (Occupancy Type R-5, Type 5A Construction)

ISSUE / DATE

Review Set	**08.23.2024**
Permit Set	**08.27.2024**
Type 1	**02.07.2025**

DRAWING INDEX

A0	Title Sheet, Code Matrix
A1	Site Plan
A2	Roof Deck Plans
A3	Building Elevations
A4	Building Elevations
A5	Details
A6	Details
A7	Garage Plans
A8	Garage Elevations
A9	Garage Details

I CERTIFY THAT THESE DRAWINGS WERE PREPARED BY ME OR UNDER MY SUPERVISION AND CONFORM TO THE BEST OF MY KNOWLEDGE AND BELIEF TO COMPLY WITH THE REQUIREMENTS OF THE CITY OF CHICAGO

DATE 08.21.24
MICHAEL RYAN AIA
LICENSE #0012.018
EXPIRES ON NOV. 30, 2024

DESIGN LOADING, SEE SHEET A5

These drawings may have been reproduced at a size different than originally drawn. Owner and Architect assume no responsibility for use of document made. The architect is not categorically state that these codes are the only codes which might apply to this project nor that all are correct/true of the codes contained herein will be acceptable in the building materials having jurisdiction.

- **CHICAGO BUILDING CODE 2019**
- **CHICAGO ZONING ORDINANCE 2018**
- **CHICAGO ELECTRICAL CODE 2018**

ARCHITECTURAL GENERAL NOTES:

1. All Exit Doors are keyless from the interior.
2. All Interior Doors have a clear 1 Berm spread
3. Minimum 7'-0" head clearance in all stairways.
4. All Doors are to have min. 9" doors and min. 9" treads. Min. 36" wide and max 12" wide high risers.
5. Minimum guardrail heights are: 42" at edges of floors, balconies, mezzanines, porches, or decks w/ a drop of greater than 24" min. 42" railings for porches with more than two stair risers.
6. Minimum 7'-6" ceiling height for all habitable rooms.
7. Safety glazing is required for all doors, side lights, glazed panels, shower doors and bathrooms.
8. Interior hall widths shall be min. 3'-0" clear.
9. Approved smoke detectors to be located within 15'-0" of every bedroom and at top of every stair
10. Carbon monoxide detectors are to be provided within 40'-0" of every room used for sleeping, and in the room containing a central heating unit.
11. Exterior hand rail and cable must be located min. 8'-0" from interior tie lines.
12. Stair height between stair landings to be 12'-0".
13. All exit doors shall not be less than 32" wide.
14. All Skylights to have tempered safety glass.
15. All operable windows to be min. 24" A.G.F.
16. Design Load Requirements:
   See sheet A4
17. Owner and contractor shall indemnify and hold harmless the architect against all claims or damages resulting from the performance of work and execution of these plans.
18. Project to comply with the 2018 Chicago Building Code.

CONTRACTOR AND OWNER ACKNOWLEDGE AND AGREE THAT THE USE OF THE DRAWINGS, SPECIFICATIONS OR OTHER DOCUMENT, UPON WHICH THIS RELEASE AND INDEMNIFICATION IS AFFIXED (THE "RELEASE"), BY OWNER AND/OR CONTRACTOR FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE CONSTRUCTION OF THE PROJECT THAT IS THE SUBJECT OF THESE DRAWINGS, SHALL BIND THE OWNER AND CONTRACTOR TO THE TERMS OF THIS RELEASE AS FOLLOWS.

Owner and Contractor's Release of Architect. Owner and Contractor, and their directors, officers, partners, employees, agents, successors, assigns, affiliates, representatives, related entities and anyone else acting for on behalf of them, in consideration of the architectural services provided by Mr. Michael T. Ryan with an address at 1726 W. Cullerton St., Chicago, IL 60608 ("Architect") and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby release, remise, acquit and forever discharge Architect and his heirs, executors, agents, attorneys, successors and assigns, from and against any and all present or future claims, counterclaims, actions, rights, demands, losses, costs, damages, loss of services, expenses, liabilities and causes of action of every nature and description, at law or in equity, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, actual or potential, liquidated or unliquidated ("Claims") arising out of or resulting from: 1) the drawings or other document upon which this release is affixed (the "Drawings"); 2) the services performed with respect to the Drawings; and 3) the construction and project that is the subject of the Drawings.

Owner and Contractor's Indemnification of Architect. Owner and Contractor, and their directors, officers, partners, employees, agents, successors, assigns, affiliates, representatives, related entities and anyone else acting for on behalf of them, in consideration of the architectural services provided by Architect and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, hereby agree, to the fullest extent permitted by law, to indemnify, protect and forever hold harmless Architect and his heirs, executors, agents, attorneys, successors and assigns, and anyone else acting for or on behalf of Architect, from any and all liabilities, obligations, deficiencies, penalties, fees, fines, claims, damages, losses, and expenses, whether direct, indirect or consequential ("Claims") related to, arising out of or resulting from: 1) the Drawings; 2) the services performed with respect to the Drawings; and 3) the construction and project that is the subject of the Drawings; provided, however, that Architect shall not be indemnified for Claims arising from Architect's own negligence, and the provisions of this Article shall not be construed to require the Owner or Contractor to indemnify Architect for the Architect's own negligence or to require any indemnification which would make the provisions of this Paragraph void or unenforceable.

OWNER: **Dean Economos**
1726 W. Cullerton St., Unit 3
Chicago, IL 60608
(847) 217-4826

GENERAL CONTRACTOR: **Chicago Roof Deck + Garden**
1859 N. Elston Ave.
Chicago, IL 60642
(773) 857-2277

2012 CHICAGO ENERGY CONSERVATION CODE - PRESCRIPTIVE TABLE

	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE	FLOOR R-VALUE	BASEMENT WALL R-VALUE	SLAB R-VALUE & DEPTH	CRAWL SPACE WALL R-VALUE
CODE REQUIREMENT	0.32	0.55	NR	49	20 or 13+5ci or 15+3ci	13/17	30	15 or 15ci or 13+5ci	10 or 15ci or 13+5ci	
PROPOSED	0.30	OAT	NR	60	30	13/17	30	19/19	10, 24"	NR

2012 CHICAGO ENERGY CONSERVATION CODE - MANDATORY

R402.2 GENERAL INSULATION AND FENESTRATION REQUIREMENTS SHALL BE VERIFIED BY EITHER A CERTIFICATE POSTED ON THE ELECTRICAL DISTRIBUTION BOARD, BY A BUILDING INSPECTOR, OR BY OTHER PUBLICLY ACCESSIBLE PLACE ADJACENT TO THE MAIN ENTRANCE DOOR OF THE BUILDING, OR BY A WRITTEN CERTIFICATE PROVIDED TO THE BUILDING OWNER. SUCH CERTIFICATE SHALL LIST THE R-VALUE OF THE INSULATION OF VARIOUS PARTS OF THE BUILDING AND FENESTRATION U-FACTORS AND SHGC FOR FENESTRATION. WHERE MORE THAN ONE VALUE IS LISTED FOR EACH COMPONENT, THE CERTIFICATE SHALL INDICATE THE VALUE THAT WAS USED IN DETERMINING COMPLIANCE WITH THE REQUIREMENTS OF SECTIONS R402.1.1 THROUGH R402.4.5.

R402.4.2 NEW WOOD-BURNING FIREPLACES SHALL HAVE TIGHT-FITTING FLUE DAMPERS AND OUTDOOR COMBUSTION AIR. PROVIDE DAMPER. INSIDE SPARK ARRESTORS. FACTORY BUILT FIREPLACES TO BE LISTED AND LABELED IN ACCORDANCE WITH UL 127. DOORS ON MASONRY FIREPLACES SHALL BE LABELED IN ACCORDANCE WITH UL 907.

R402.4.5 ALL RECESSED LIGHTING FIXTURES SHALL BE AIR-RATED, LABELED AS HAVING AN AIR LEAKAGE RATING OF NOT MORE THAN 1 CFM IN ACCORDANCE WITH ASTM E 283 AND SEALED WITH A GASKET BETWEEN THE HOUSING AND THE INTERIOR CEILING SURFACE.

R403.1 THERMOSTATS SHALL BE PROVIDED FOR EACH SEPARATE HEATING AND COOLING SYSTEM WITH PROGRAMMABLE THERMOSTATS, AS REQUIRED BY THIS SECTION

R403.3.1 SUPPLY DUCTS OUTSIDE THE BUILDING SHALL BE INSULATED TO R-8 MIN.; ALL OTHER DUCTS SHALL BE INSULATED TO R-6 MIN

R403.3.2 DUCTS, AIR HANDLERS AND FILTER BOXES SHALL BE TIGHT SEALED TO MEET THE INTERNATIONAL MECHANICAL CODE OR INTERNATIONAL RESIDENTIAL CODE AS APPLICABLE. JOINTS AND SEAMS SHALL COMPLY WITH EITHER THE INTERNATIONAL MECHANICAL CODE OR INTERNATIONAL RESIDENTIAL CODE AS APPLICABLE

R403.3.3 DUCTS SHALL BE PRESSURE TESTED TO LEAK LESS THAN 4 CFM PER 100 SQ. FT. OF CONDITIONED FLOOR AREA WHEN TESTED AT A PRESSURE DIFFERENTIAL OF 0.1 INCH W.G. (25 PA) ACROSS THE SYSTEM, INCLUDING THE MANUFACTURER'S AIR HANDLER AND ALL BRANCHES, INCLUDING THE AIR HANDLER AND BOOT TO BE TESTED AS ONE SYSTEM. DUCTS MAY BE TESTED IN SECTIONS, AND TOTAL LEAKAGE SHALL BE DETERMINED BY THE SUM OF THE SECTIONS. A WRITTEN REPORT OF THE RESULTS OF THE TEST SHALL BE SIGNED BY THE PARTY CONDUCTING THE TEST AND PROVIDED TO THE CODE OFFICIAL AT THE TIME OF THE FINAL INSPECTION. DUCTWORK SHALL BE TESTED AND PROVEN TO COMPLY WITH THIS SECTION BEFORE CONCEALMENT.

R403.3.4 BOILER DRAW WATER SHALL NOT BE USED TO PROVIDE HEAT TO THE DWELLING UNIT THROUGH COILS OR HEAT EXCHANGERS LOCATED IN AIR HANDLERS.

R403.4 MECHANICAL SYSTEM PIPING CAPABLE OF CARRYING FLUIDS ABOVE 105 DEG. F. OR BELOW 55 DEG. F SHALL BE INSULATED TO R-3 MIN.

R403.5.1 HEATED WATER CIRCULATION SYSTEMS SHALL BE PROVIDED WITH A CIRCULATION PUMP. THE CONTROLS SHALL AUTOMATICALLY TURN OFF WHEN THE DESIRED TEMPERATURE IS REACHED AND THERE IS NO DEMAND FOR HOT WATER.

R403.5.1 HOT WATER PIPES SHALL BE INSULATED TO R-3 MIN. EXCEPTIONS: PIPES WITHIN APPLIANCES; PIPES FORMING PART OF A HEATING OR COOLING SYSTEM; PIPES WITHIN A FLOOR/CEILING ASSEMBLY; PIPES UNDER A FLOOR SLAB; SUPPLY AND RETURN PIPES IN RECIRCULATION SYSTEMS OTHER THAN DEMAND SYSTEMS.

R403.6 THE HEATING SYSTEM SHALL BE PROVIDED WITH MODULATION THAT MEETS THE REQUIREMENTS OF THE INTERNATIONAL MECHANICAL CODE OR INTERNATIONAL RESIDENTIAL CODE AS APPLICABLE. OUTDOOR AIR DAMPERS AND ECONOMIZERS SHALL HAVE SUBSTANTIALLY CONTACT DAMPERS THAT CLOSE WHEN THE VENTILATION SYSTEM IS NOT OPERATING.

R403.7 HEATING AND COOLING EQUIPMENT SHALL BE SIZED IN ACCORDANCE WITH ACCA MANUAL S BASED ON BUILDING LOADS CALCULATED IN ACCORDANCE WITH ACCA MANUAL J OR OTHER APPROVED HEATING AND COOLING CALCULATION METHODOLOGY.

R404.1 A MINIMUM OF 50% OF THE LAMPS IN PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LAMPS.

R404.1.2 PUBLIC EXIT LIGHTING FIXTURES SHALL NOT HAVE CONTINUOUSLY BURNING PILOT LIGHTS.

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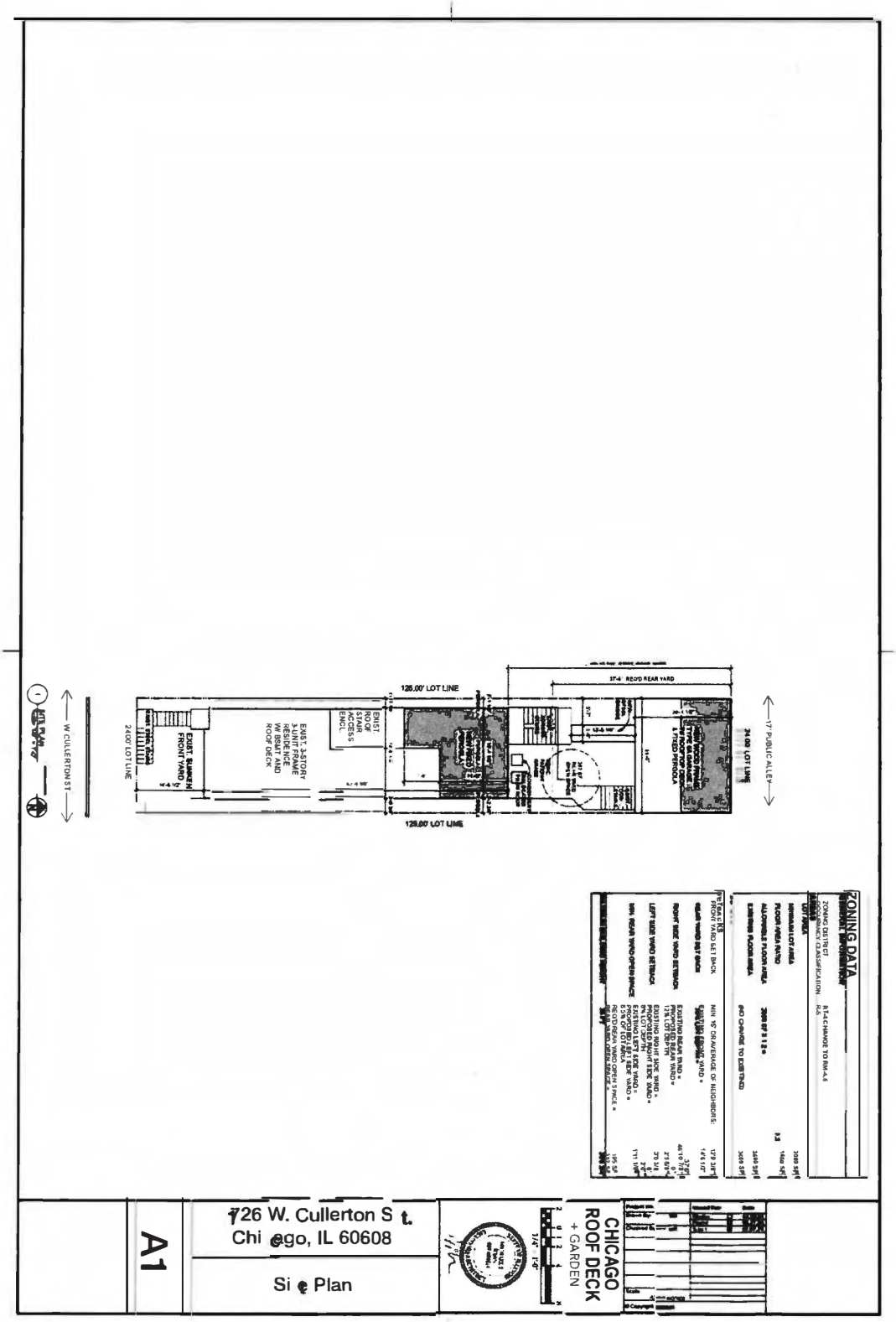

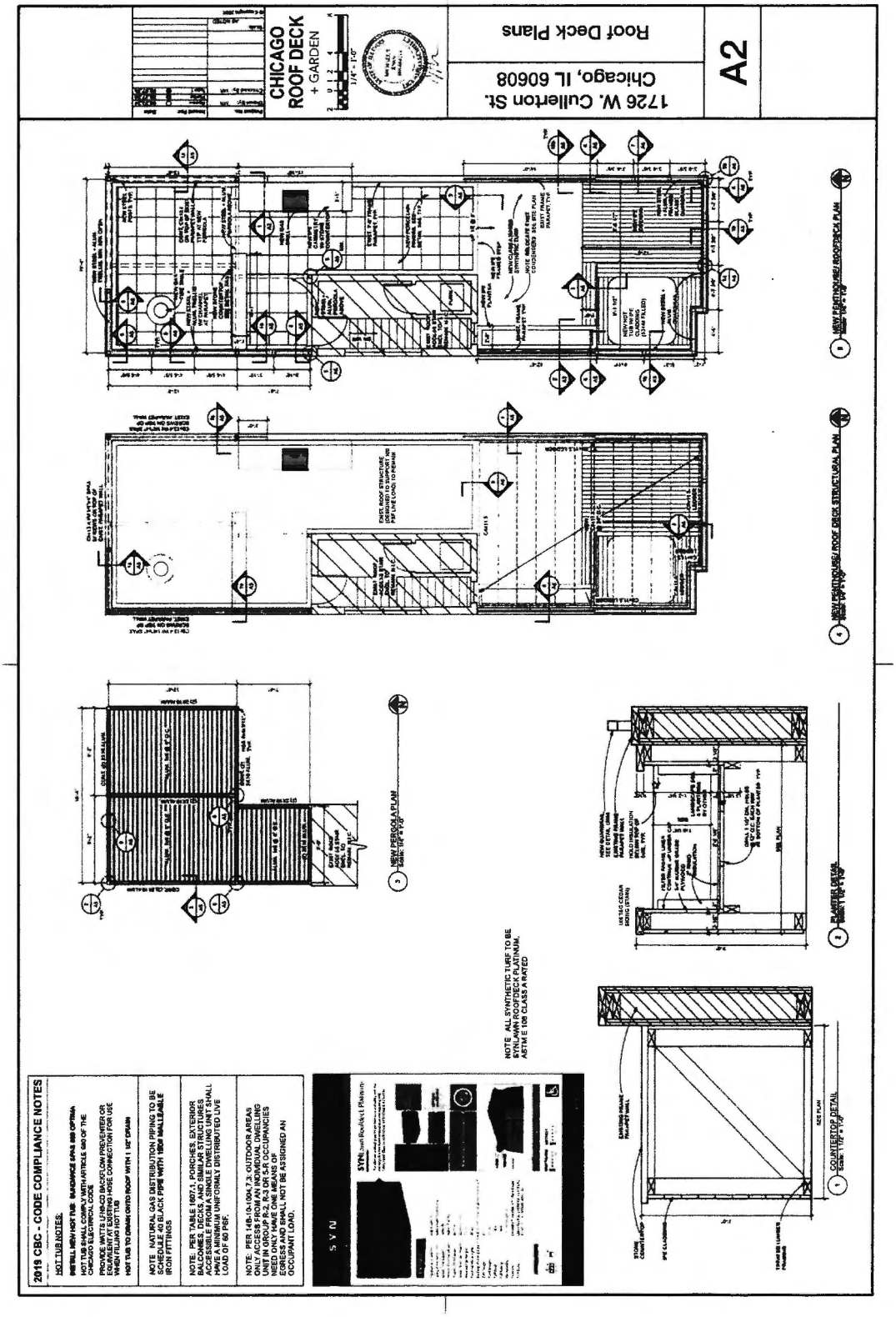

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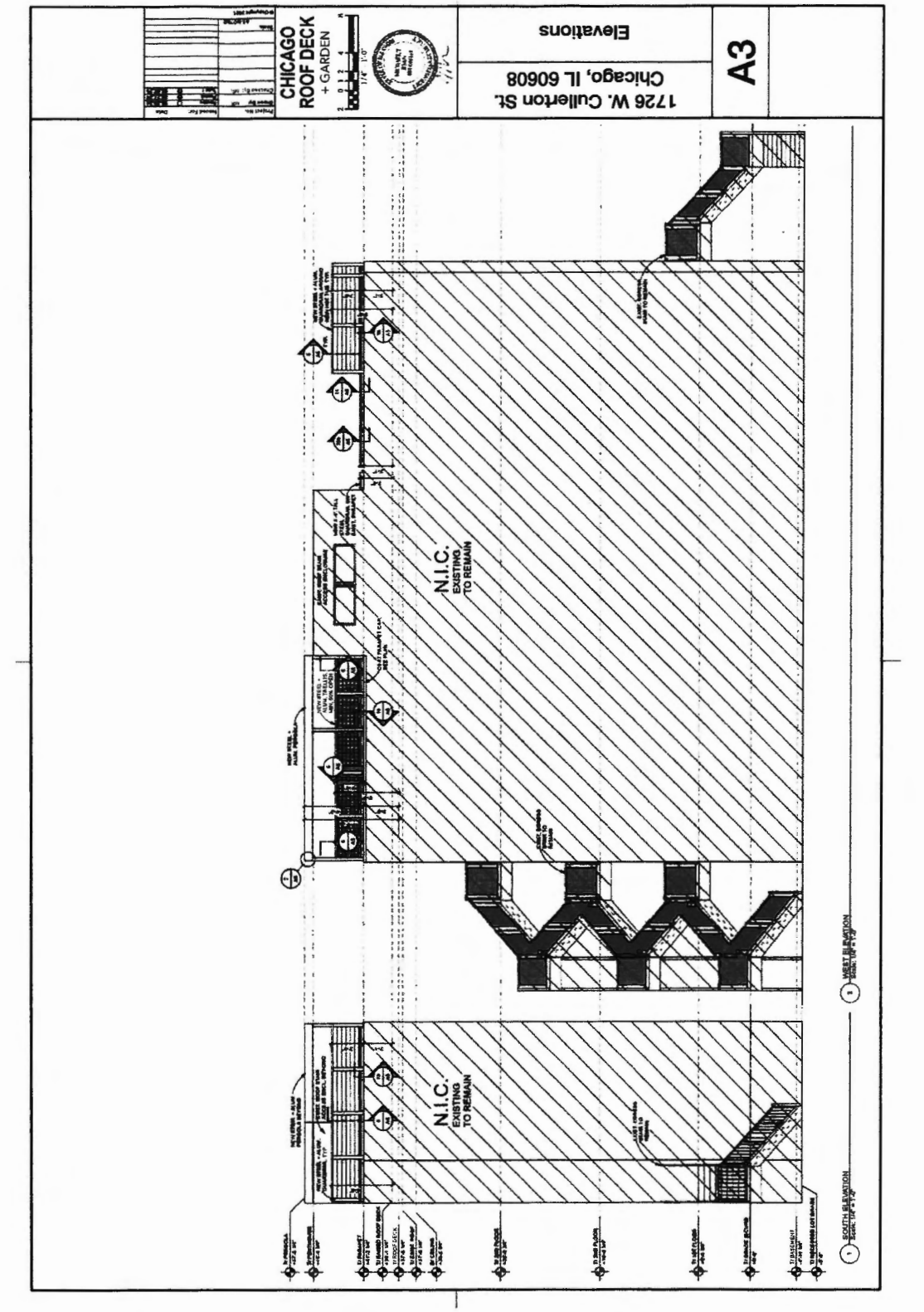

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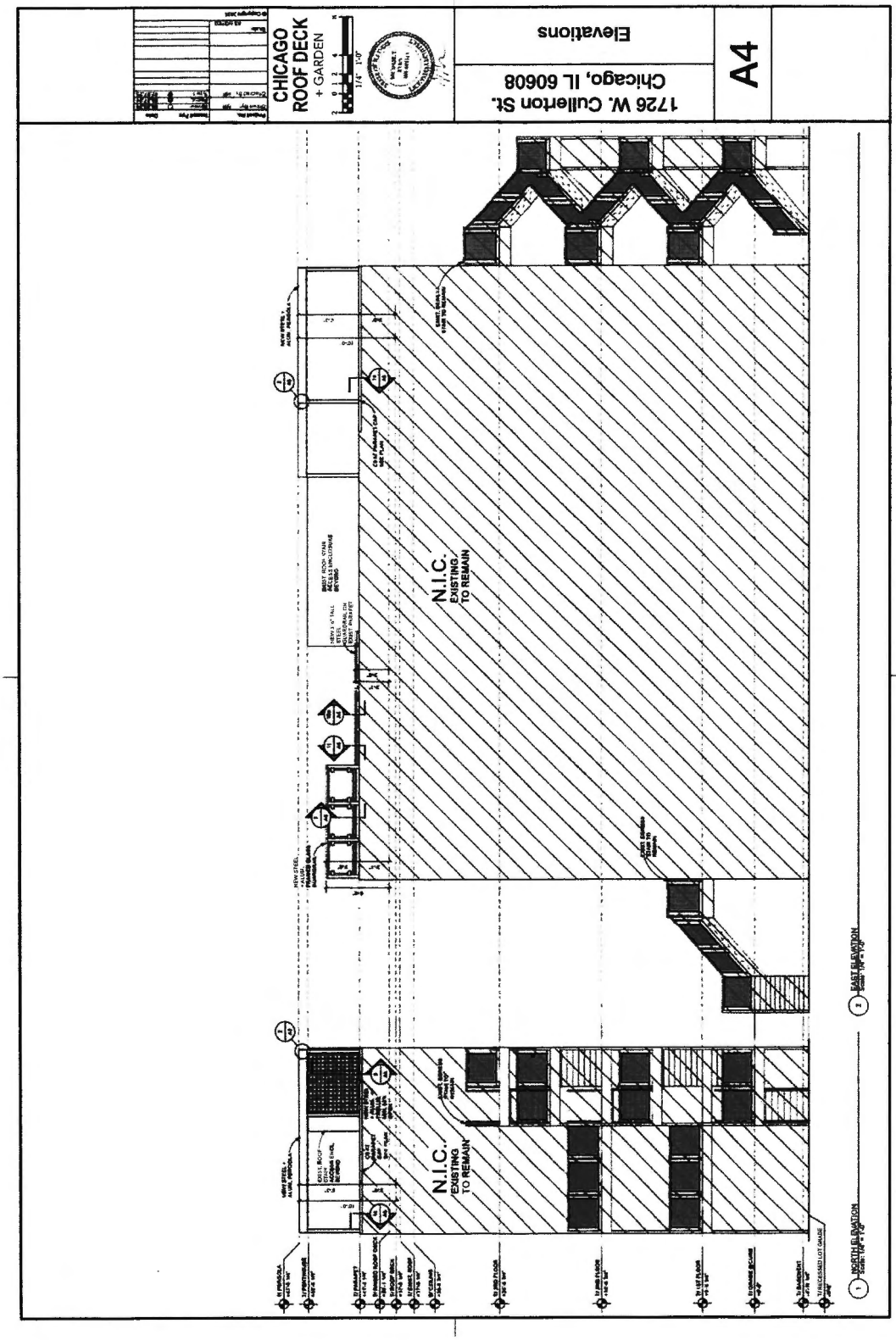

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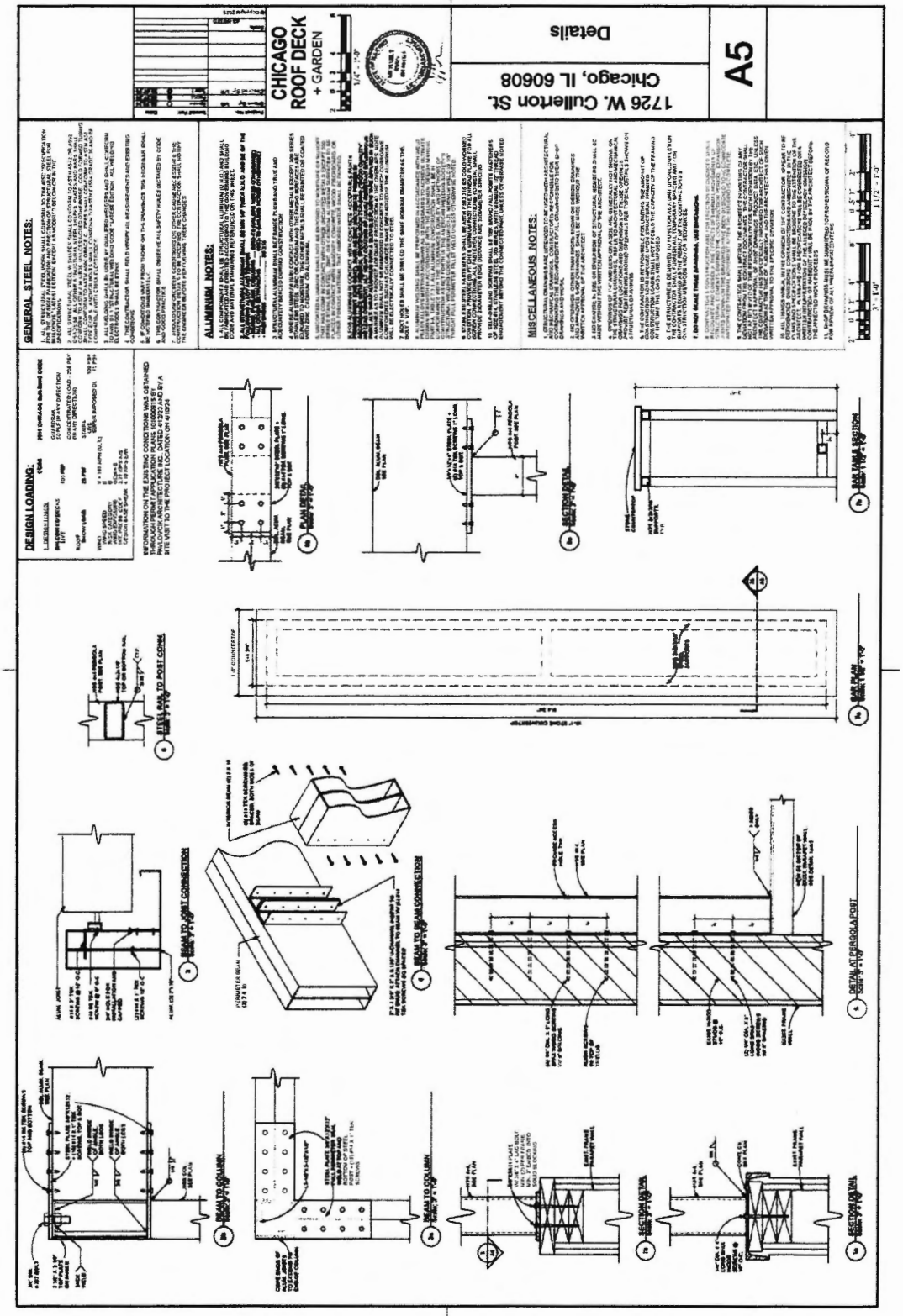
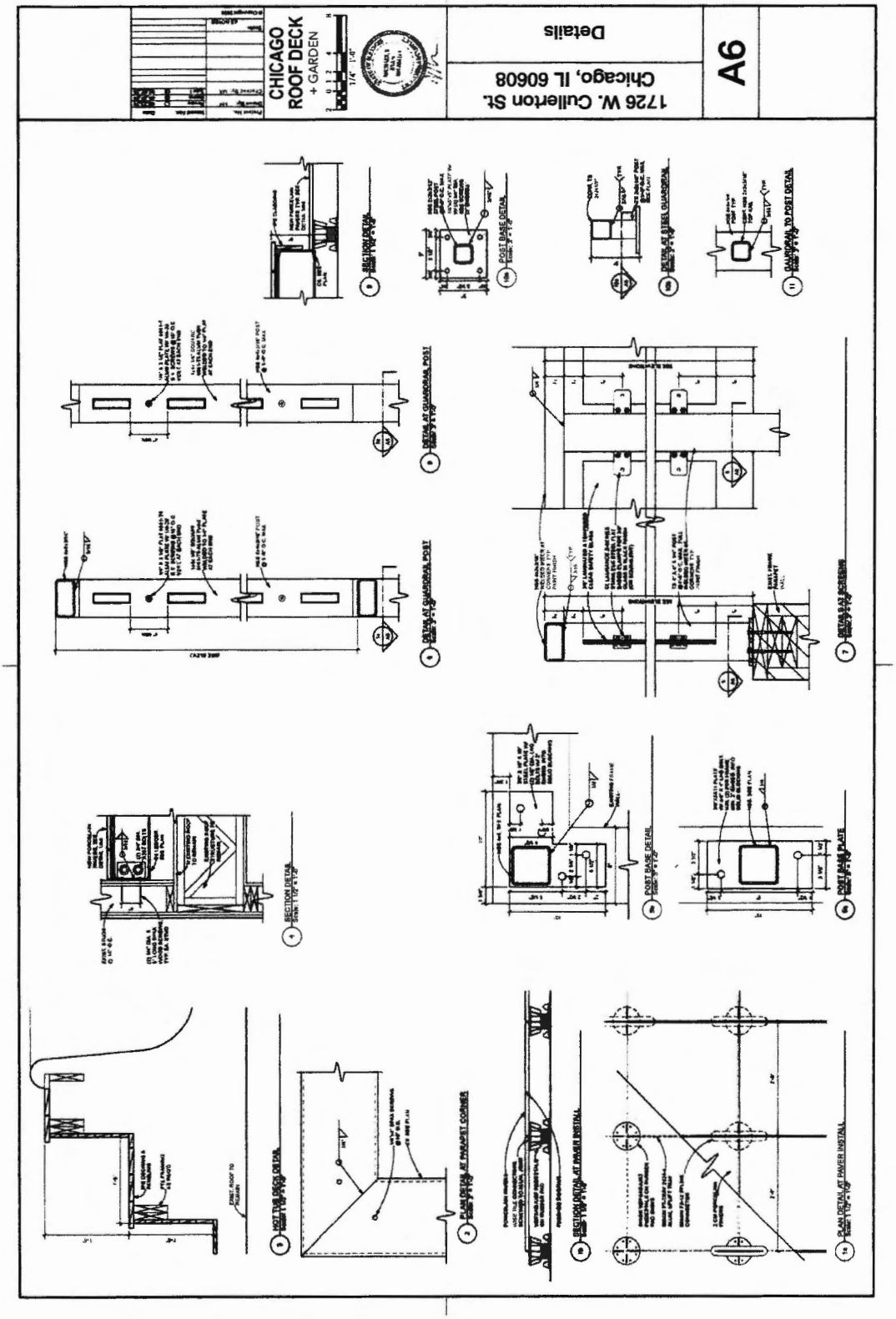
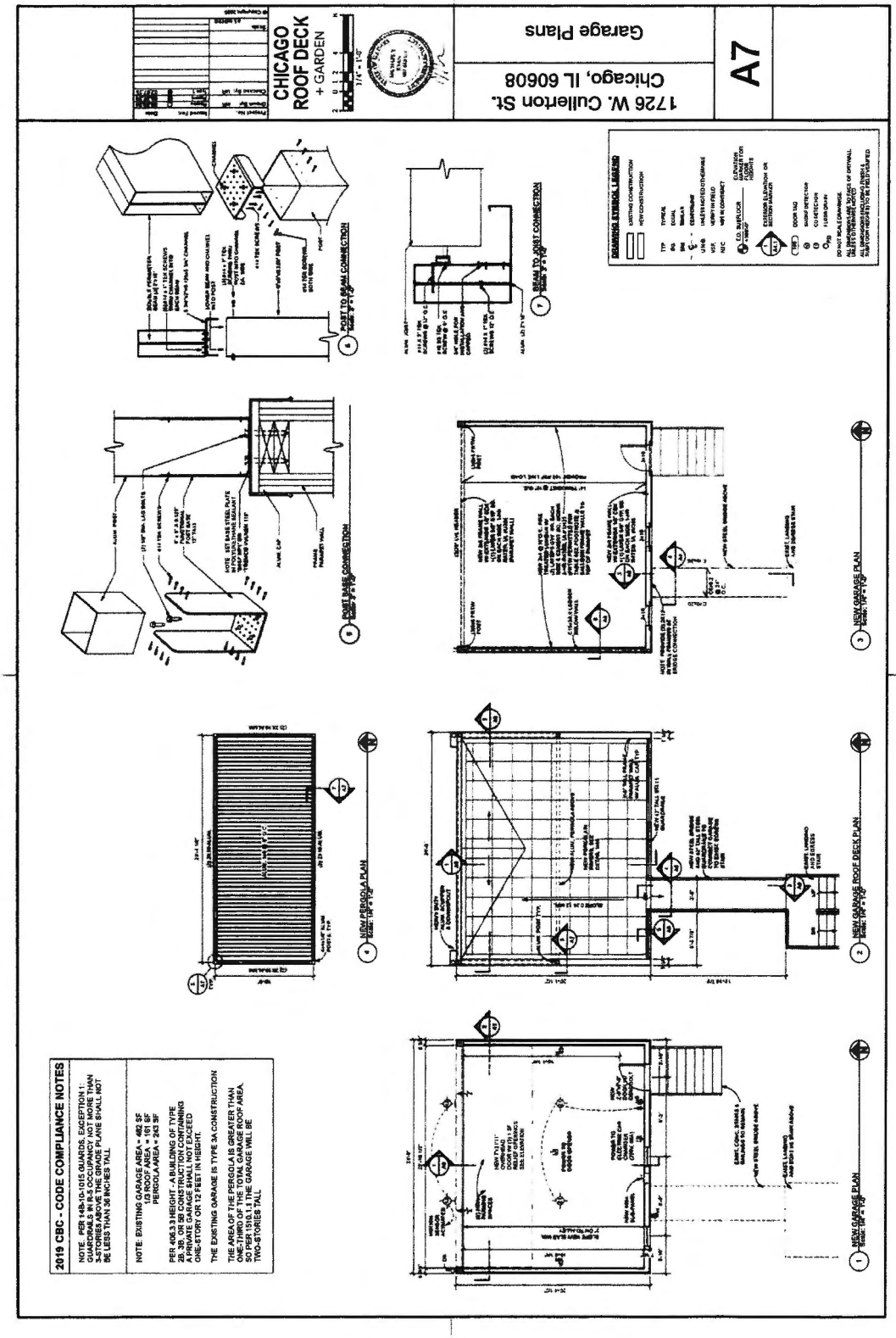

A5
Details
1726 W. Cullerton St.
Chicago, IL 60608
CHICAGO
ROOF DECK
+ GARDEN
GENERAL STEEL NOTES:
ALUMINUM NOTES:
DESIGN LOADING:
MISCELLANEOUS NOTES:
Final for Publication


CHICAGO
ROOF DECK
+ GARDEN
1726 W. Cullerton St.
Chicago, IL 60608
Details
A6
Final for Publication



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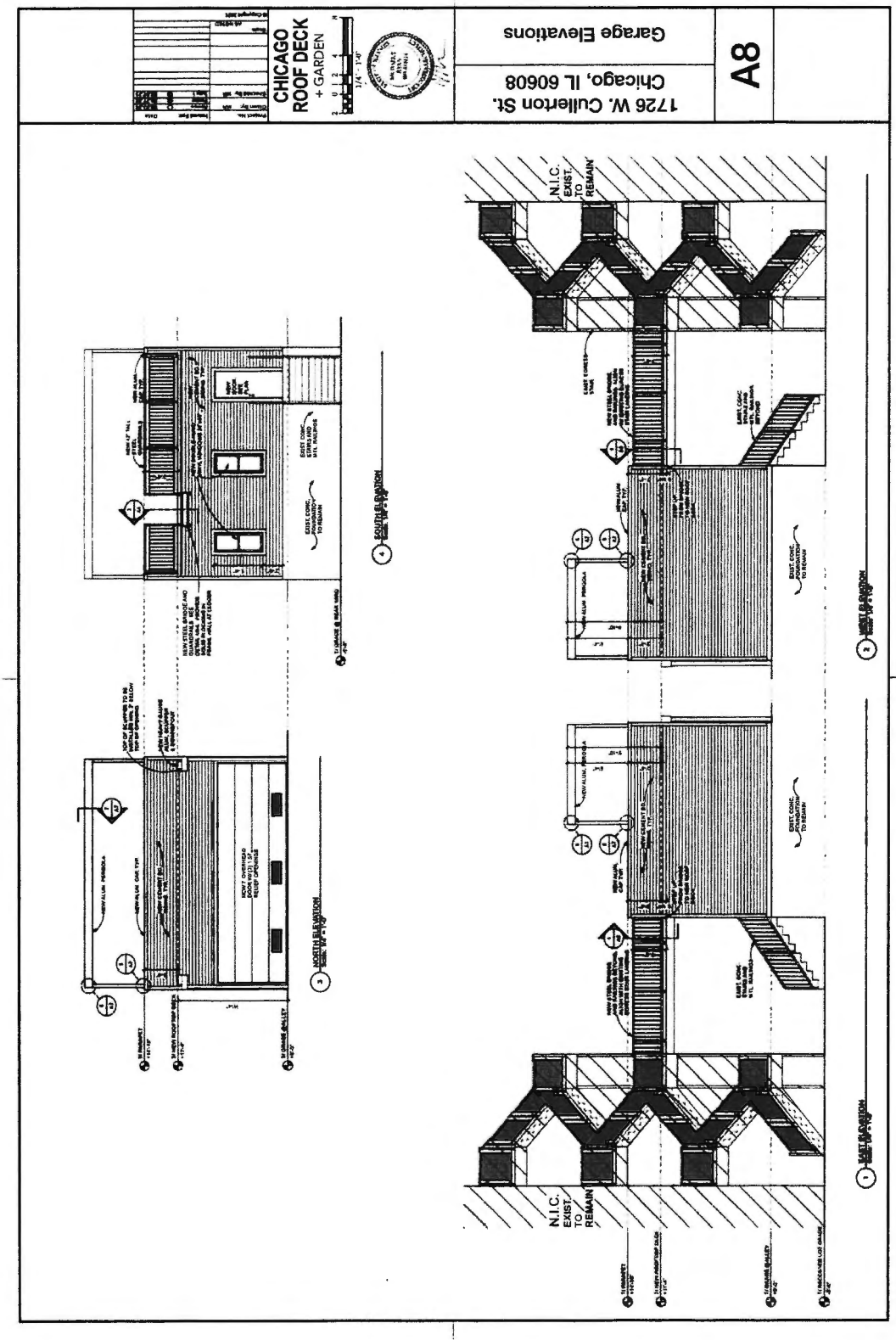

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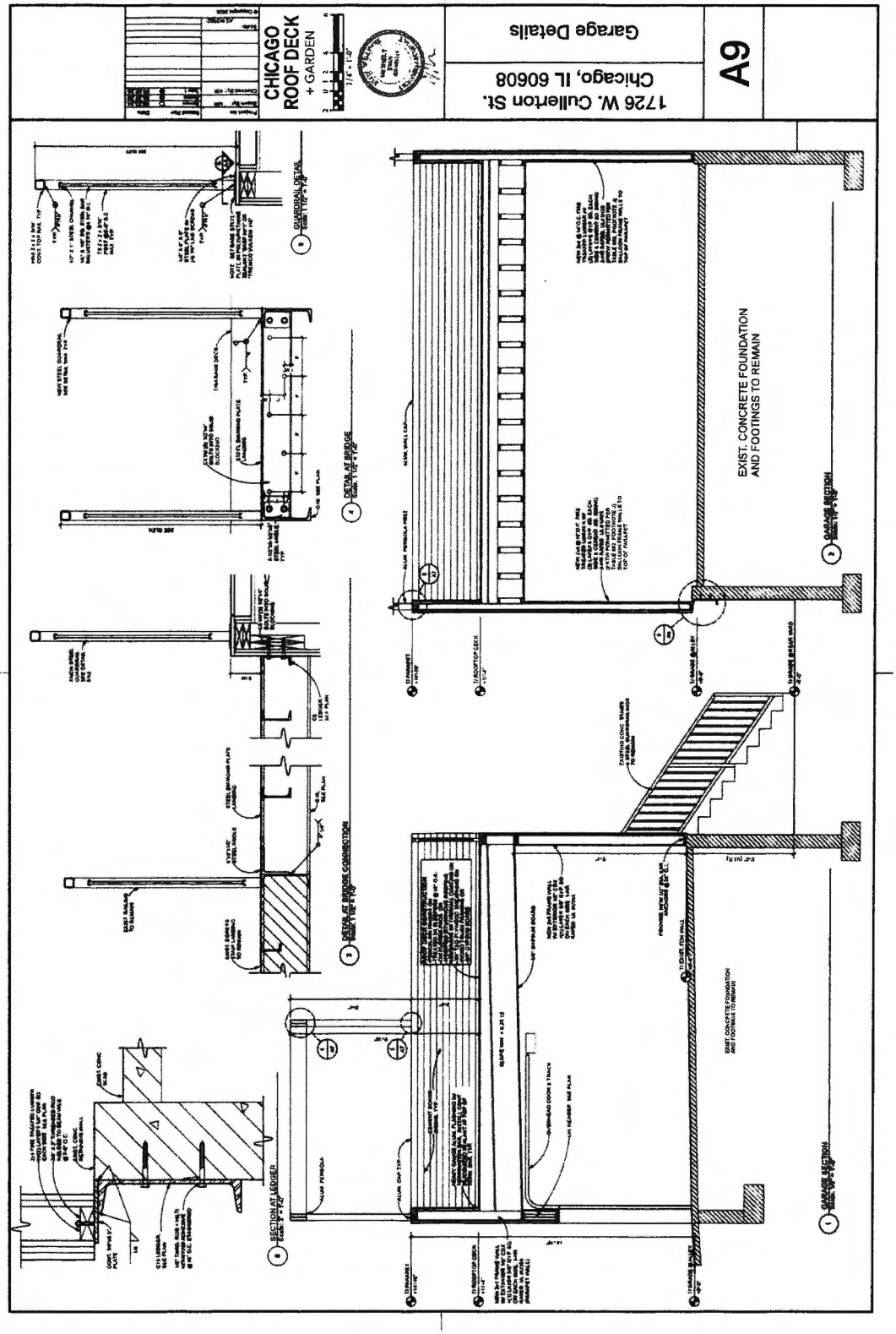

A9
Garage Details
1726 W. Cullerton St.
Chicago, IL 60608
CHICAGO
ROOF DECK
+ GARDEN
EXIST. CONCRETE FOUNDATION
AND FOOTINGS TO REMAIN
Final for Publication

Reclassification Of Area Shown On Map No. 5-F.
(Application No. 22645T1)
(Common Address: 750 W. North Ave.)

[O2025-0014948]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-5 Community Shopping District symbols and indications shown on Map Number 5-F in the area bounded by:

West Concord Place; the west right-of-way line of the Chicago Transit Authority rail line; West North Avenue; and a line 70.75 feet west of and parallel to North Halsted Street,

to those of a B3-5 Community Shopping District.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

[Site Plan; Transit Served Location Site Plan; First Floor Plan; Typical Residential Floor Plan; Roof Deck Plan; and Proposed North, South, East and West Building Elevations attached to this ordinance printed on pages 24808 through 24816 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Type 1 Zoning Map Amendment
Narrative, Analysis and Plans
750 West North Avenue
B3-5 District to B3-5 District (Type 1)

750 W North LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 750 West North Avenue from the B3-5 Community Shopping District to the B3-5 Community Shopping District (Type 1) to allow the construction of a proposed 5-story mixed-use residential building with ground floor commercial and 48 residential units above.

The site is bounded by Concord Place to the north, CTA right-of-way on the east, West North Avenue on the south, and an existing Chicago Landmark building known as Yondorf Hall on the west. The subject property consists of approximately 10,810 square feet of site area and is improved with a surface parking lot with two existing curb cuts onto North Avenue and a single driveway onto Concord Place (a named public alley). The property is a transit-served location based on its proximity to the CTA Red Line station entrance at North/Clybourn.

The Applicant proposes to develop the property with a 5-story building containing approximately 2,277.7 square feet of commercial space on the ground floor and 48 residential units above. The overall project FAR will be 3.8. The proposed development will include 15 vehicular parking spaces and 48 bicycle parking spaces.

Floor Area and Floor Area Ratio	
Lot Area:	10,810 square feet
Total Building Area:	41,078 square feet
FAR:	3.8
Number of Residential Units	
Dwelling Units:	44
Efficiency Units:	4
Density (Lot Area Per Unit):	225.21 square feet
Parking and Loading	
Vehicular Parking:	15 spaces* *Transit-served location parking reduction requested*
Bicycle Parking:	48 spaces
Loading:	0 spaces** *Variation requested*
Setbacks	
Front (South):	2 feet
Rear (North):	2 feet** *Variation requested*
Side (East):	1.82 feet
Side (West):	3 feet
Building Height:	57 feet 6 inches

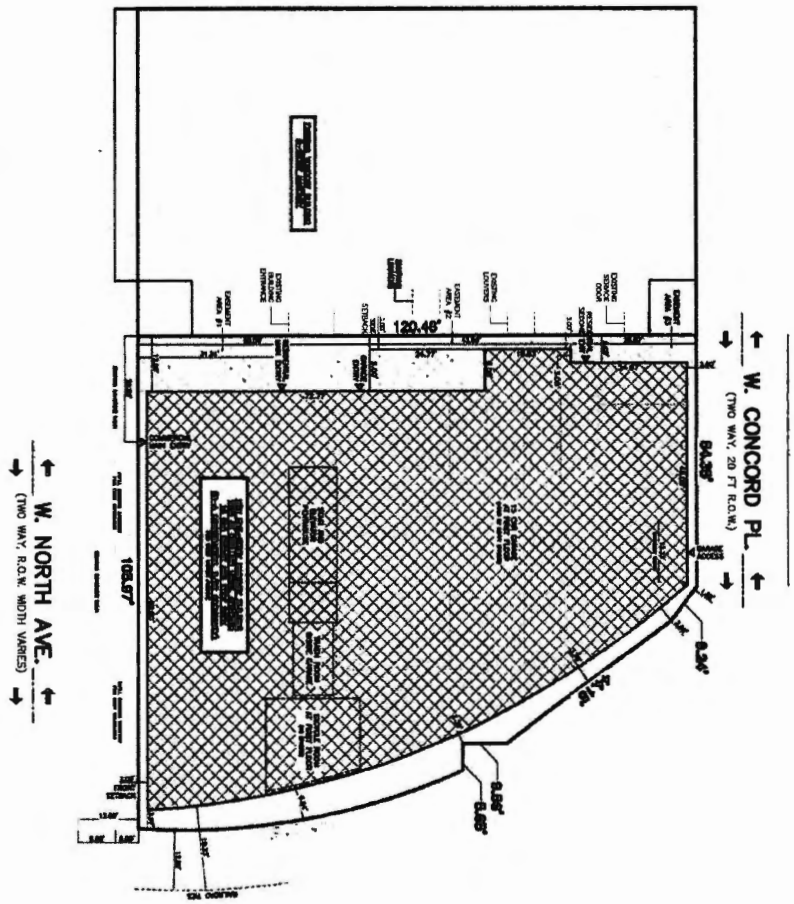
** The Property is a transit-served location due to its proximity within 2,640 feet from the North/Clybourn CTA Red Line Station entrance and 1,320 feet from the Halsted CTA bus line corridor roadway segment. The proposed development will comply with the applicable Specific Criteria for Transit-Served Locations set forth in Section 17-3-0308.*

*** Pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, as part of this Type 1 Zoning Map Amendment, the Applicant seeks (1) an administrative adjustment for a parking reduction in a transit-served location to reduce the required automobile parking from 48 spaces to 15 spaces; (2) a variation to reduce the minimum required rear setback for floors containing dwelling units from 30 feet to two feet; and (3) a variation to reduce the required off-street loading from one space to zero spaces.*

Final for Publication

1 SITE PLAN

SCALE: 1/32" = 1'-0"



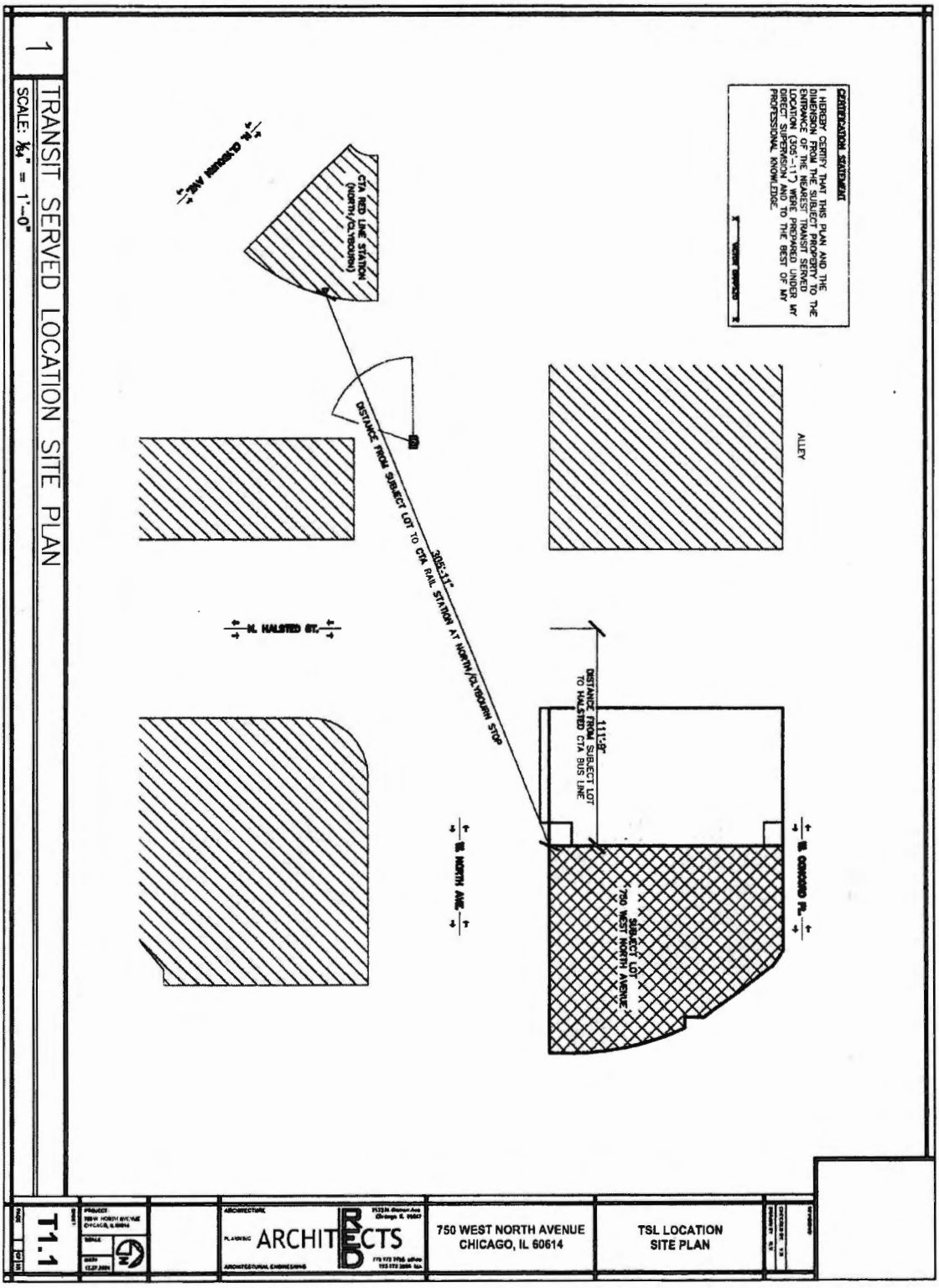
T1.0

ARCHITECTS

750 WEST NORTH AVENUE
CHICAGO, IL 60614

SITE PLAN

Final for Publication



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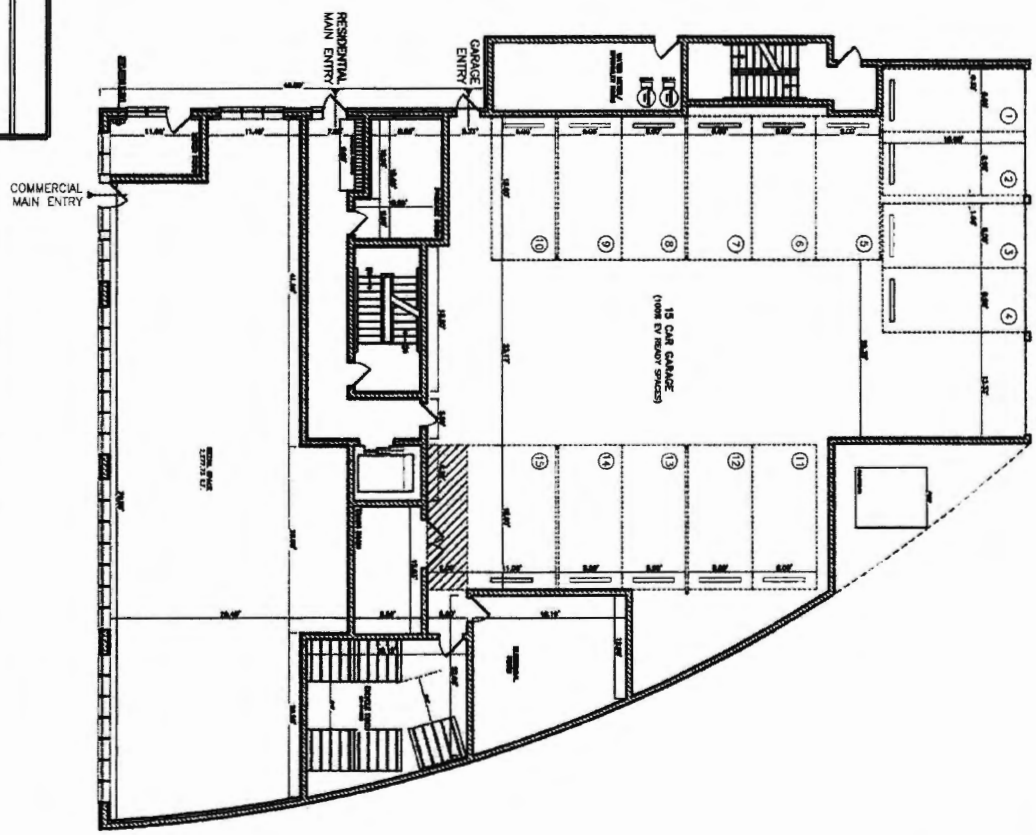
1 FIRST FLOOR PLAN
SCALE: N.T.S.



A1.0

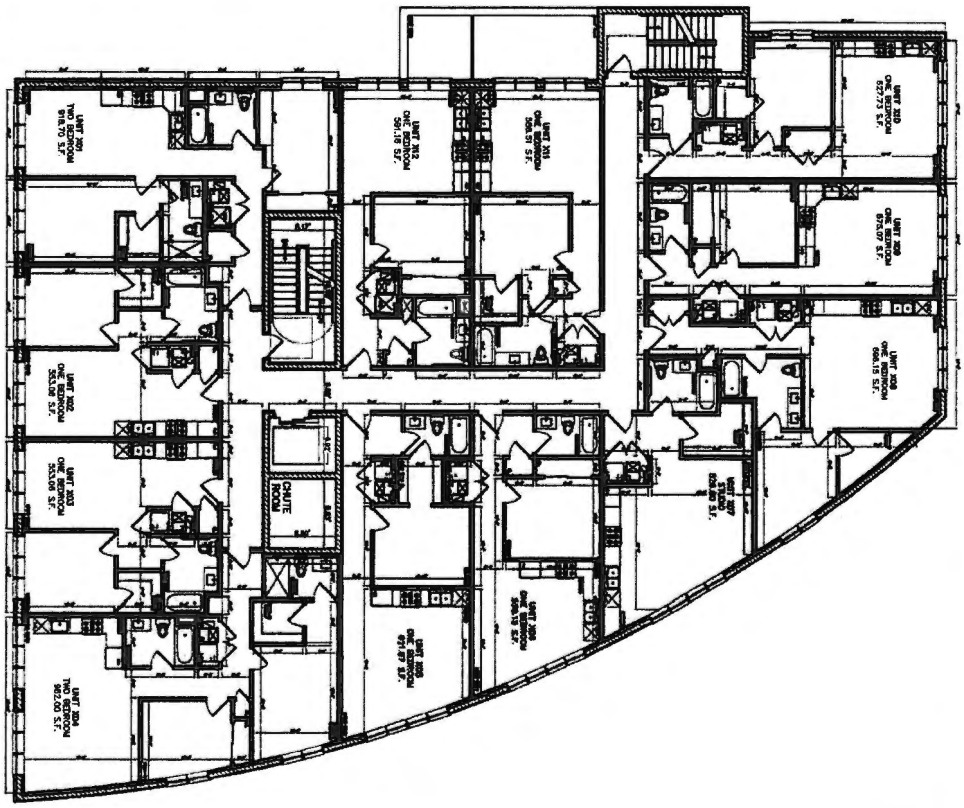
ARCHITECTS

750 WEST NORTH AVENUE
CHICAGO, IL 60614

FIRST FLOOR PLAN

Final for Publication

2 TYPICAL RESIDENTIAL FLOOR PLAN
SCALE: N.T.S.



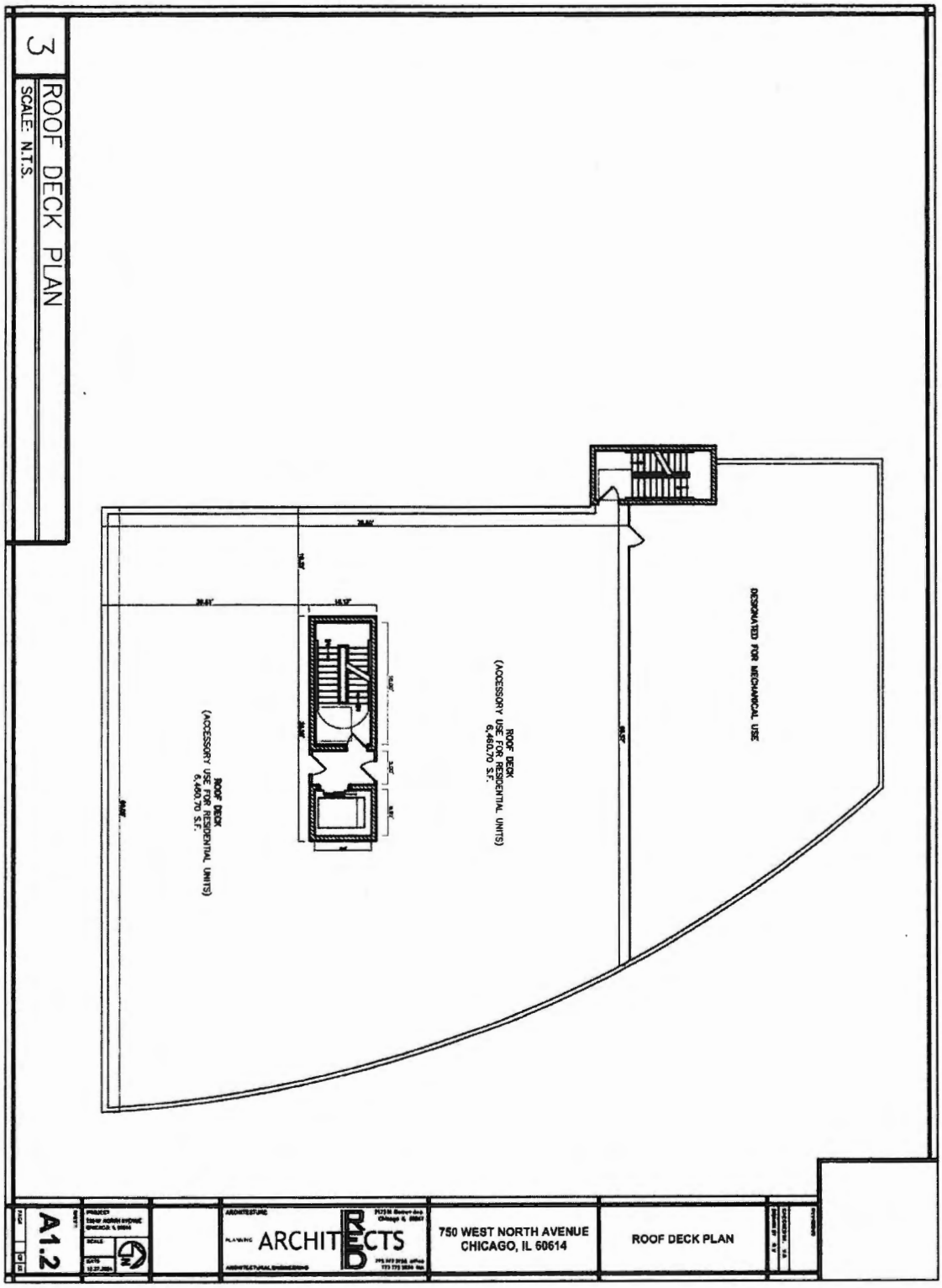
A1.1

ARCHITECTURAL PLANNING ARCHITECTS ARCHITECTURAL ENGINEERING

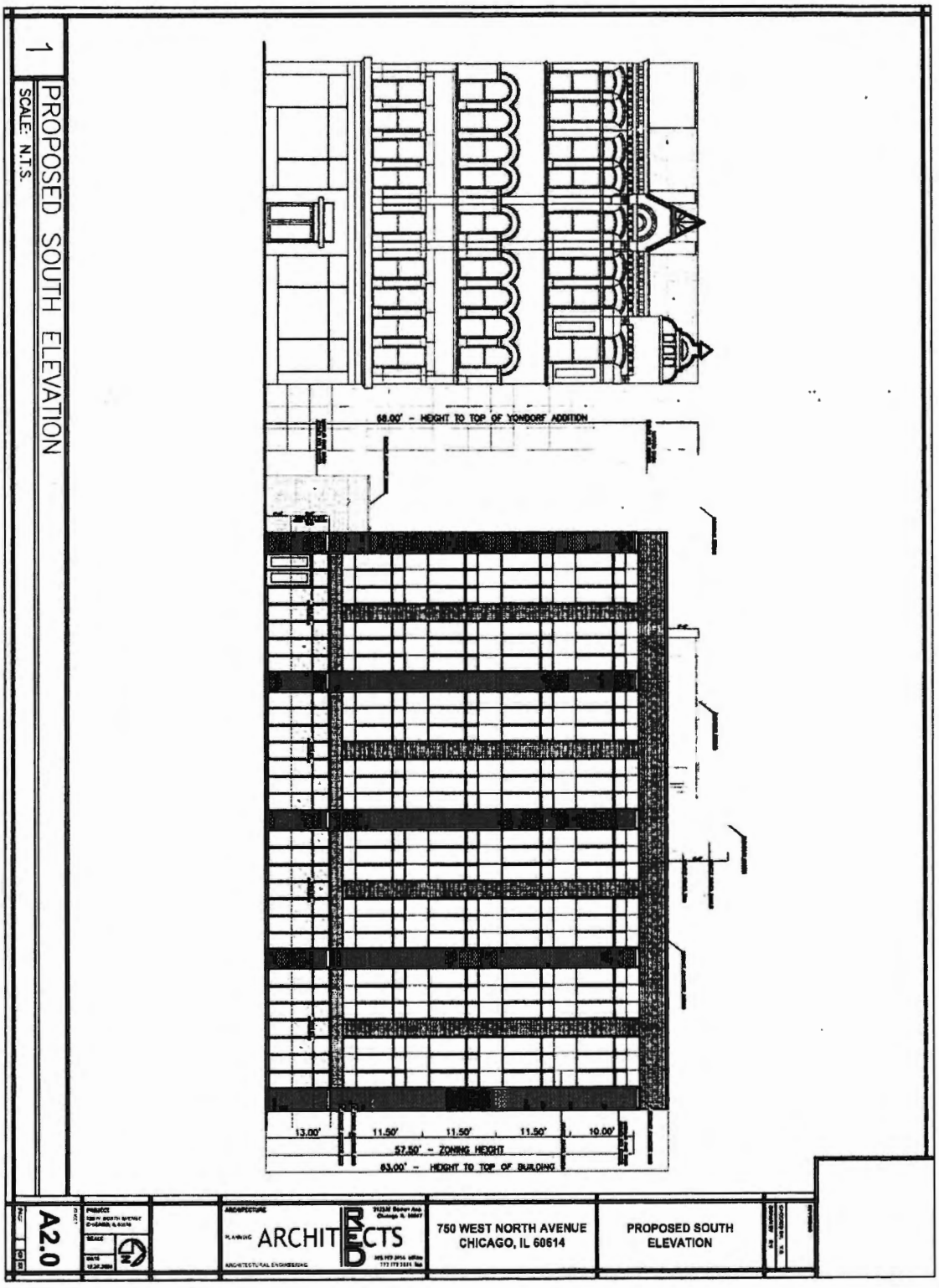
750 WEST NORTH AVENUE
CHICAGO, IL 60614

TYPICAL RESIDENTIAL FLOOR PLAN

Final for Publication



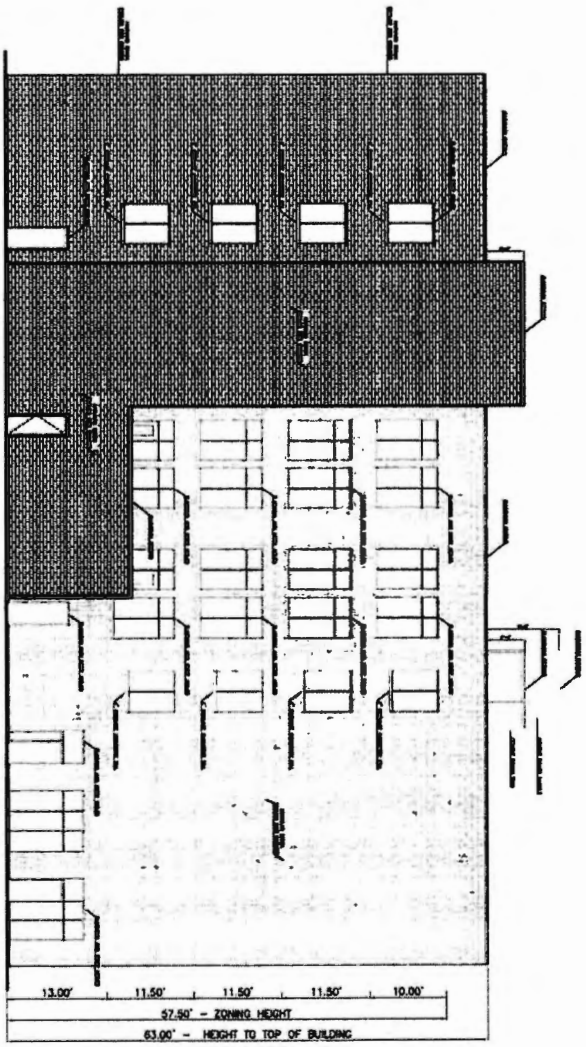
Final for Publication



Final for Publication

2 PROPOSED WEST ELEVATION

SCALE: N.T.S.



A2.1

ARCHITECTURE PLANNING ARCHITECTS RED ARCHITECTURAL ENGINEERING

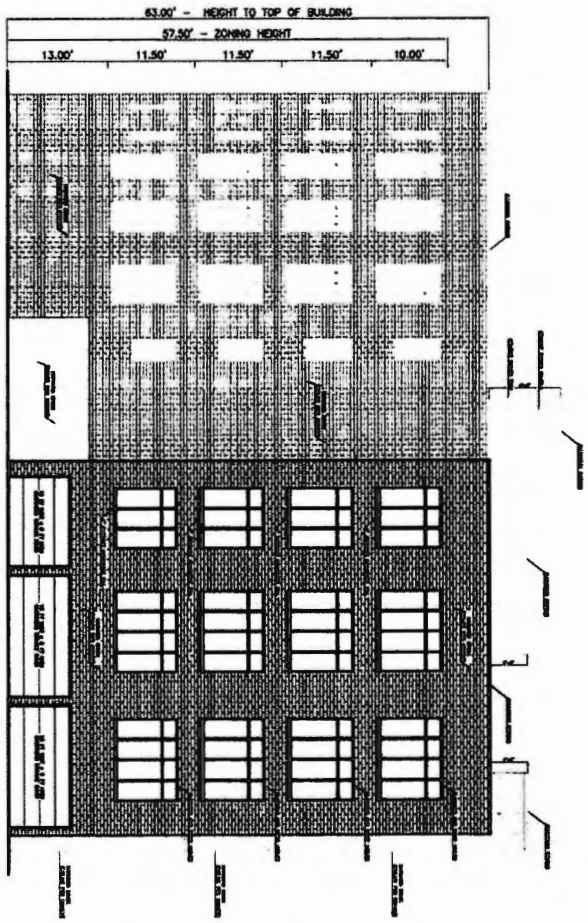
750 WEST NORTH AVENUE CHICAGO, IL 60614

PROPOSED WEST ELEVATION

Final for Publication

3 PROPOSED NORTH ELEVATION

SCALE: N.T.S.



A2.2

ARCHITECTS

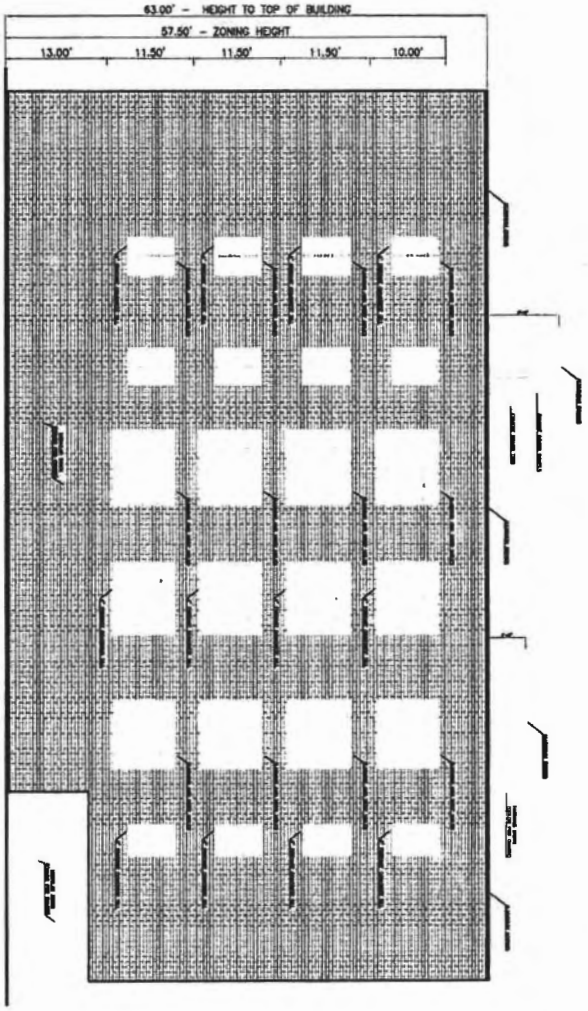
750 WEST NORTH AVENUE
CHICAGO, IL 60614

PROPOSED NORTH
ELEVATION

Final for Publication

4 PROPOSED EAST ELEVATION

SCALE: N.T.S.



A2.3

ARCHITECTS

750 WEST NORTH AVENUE
CHICAGO, IL 60614

PROPOSED EAST
ELEVATION

Reclassification Of Area Shown On Map No. 5-G.
(Application No. 22640)
(Common Address: 1875 N. Dayton St.)

[O2025-0014943]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 5-G in the area generally bounded by:

West Wisconsin Street; the public alley next east of and parallel to North Dayton Street; a line 26.85 feet south of and parallel to West Wisconsin Street; and North Dayton Street,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Reclassification Of Area Shown On Map No. 5-G.
(Application No. 22638T1)
(Common Address: 2225 N. Dayton St.)

[O2025-0014852]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 5-G in an area bounded by:

a line 251 feet north of and parallel to West Webster Avenue; the alley next east of and parallel to North Dayton Street; a line 227 feet north of and parallel to West Webster Avenue; and North Dayton Street,

to those of an RT4.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan and Zoning Data; Proposed First, Second and Third Floor Plans; Building Renderings; Inspiration Image for 1 Story Addition (Attic Addition Similar); and East and West Building Elevations attached to this ordinance printed on pages 24819 through 24826 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

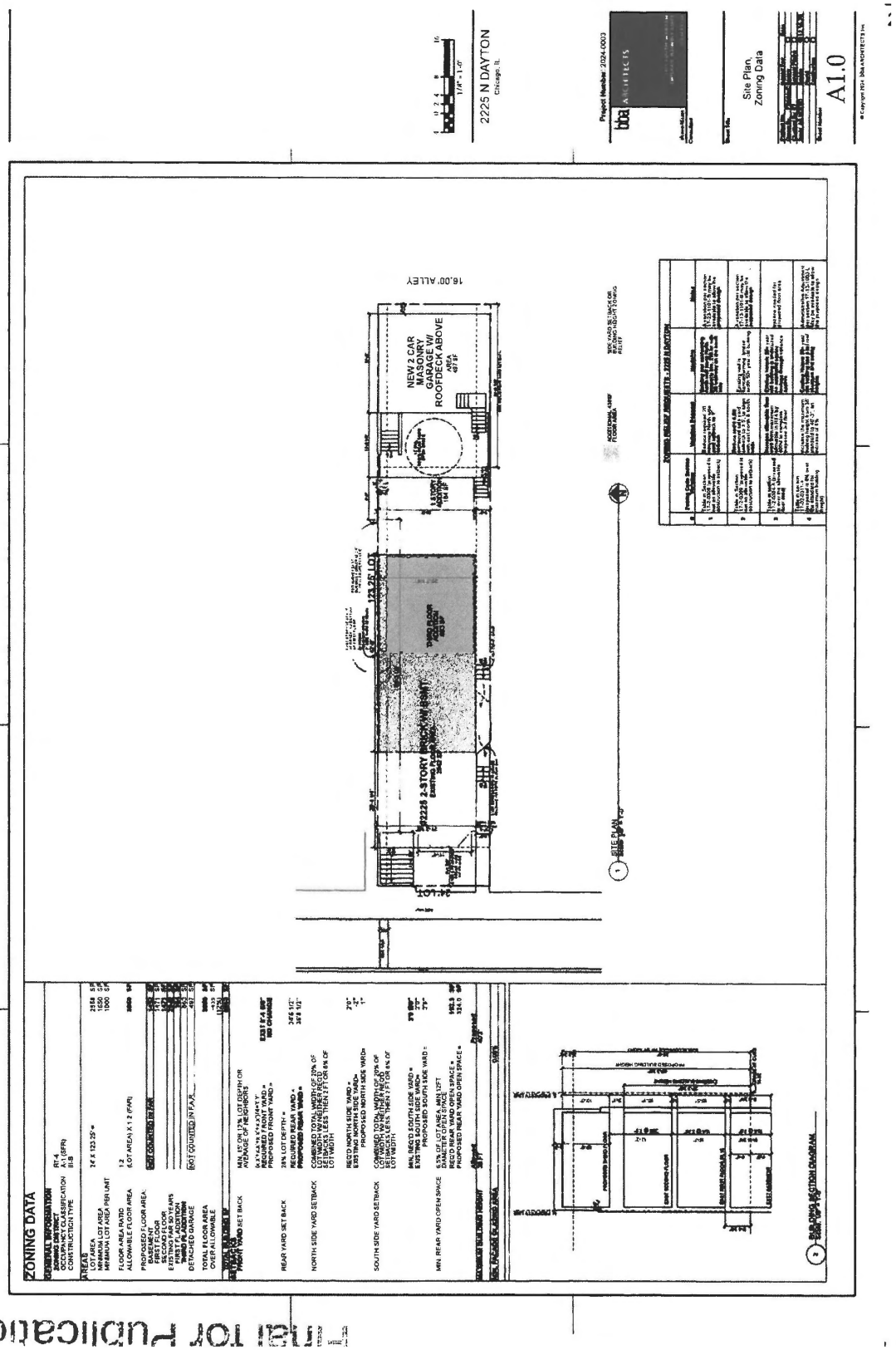
Final for Publication

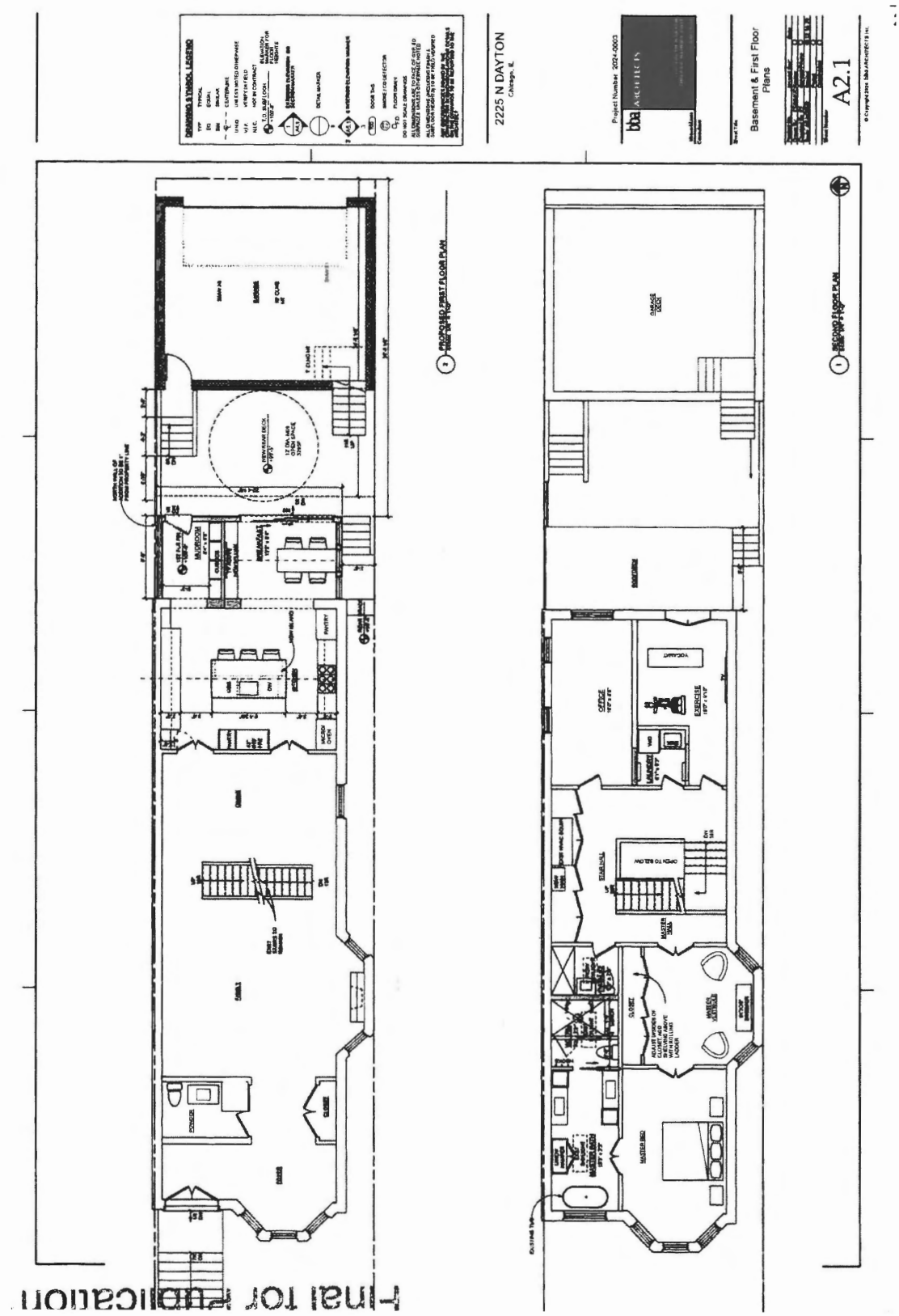
Type-1 Zoning Map Amendment
2224 N Dayton St, Chicago IL 60614
From RT-4 to RT-4.5

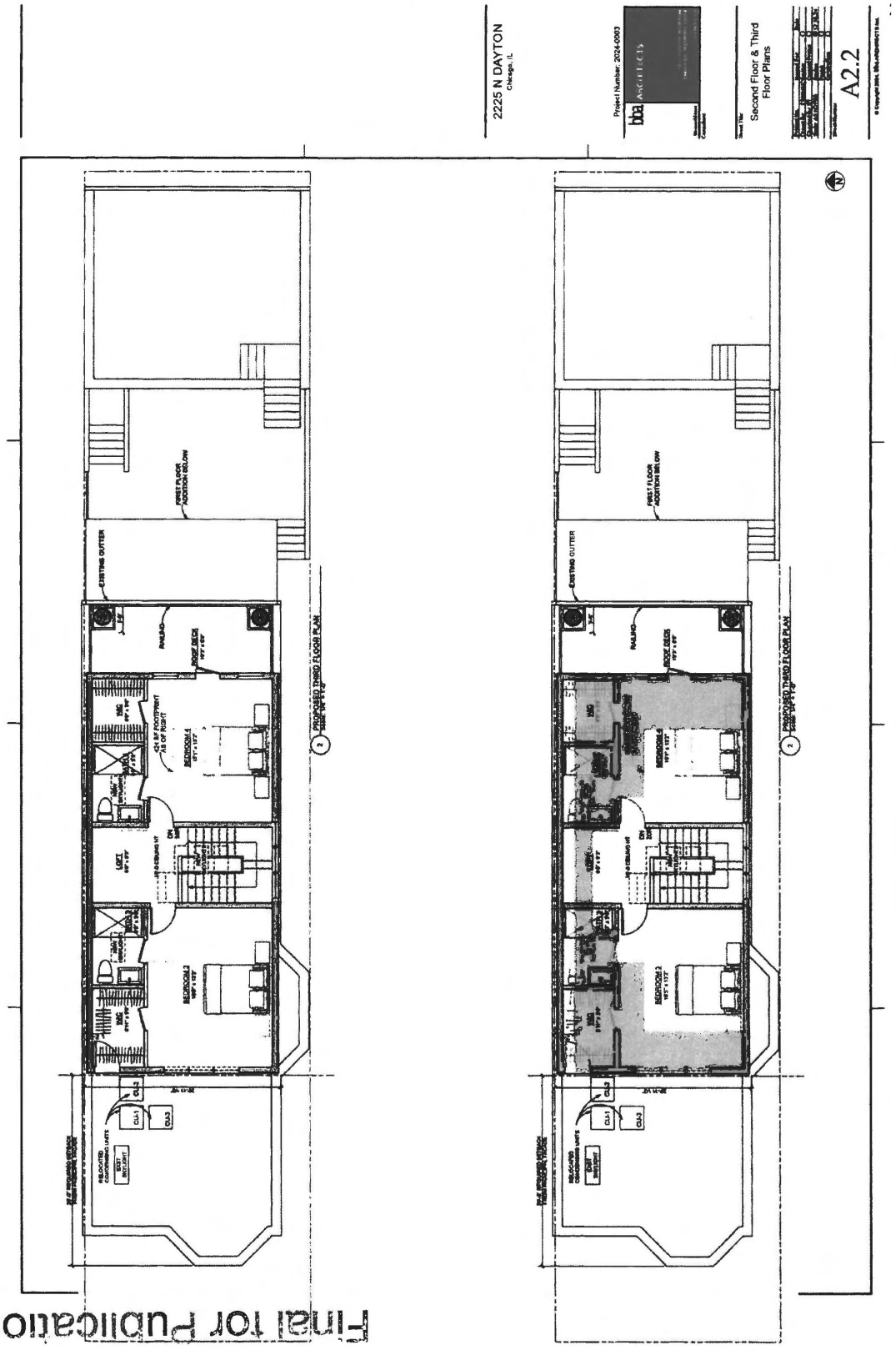
1.A. The applicant seeks a zoning change from RT-4 to RT-4.5 to meet the bulk and density standards of an RT-4.5 district to allow for a first-floor addition and a newly constructed third floor.

FAR	1.35
Density (MLA)	1
Building Area	3,989 SF
Lot Area	2958
Building Height	40' - 4"
Front Setback	8.01'
Rear Setback	36'-8"
North Side Setback	0
South Side Setback	0
Parking	2
ARO	NA

- Per Section 17-2-0309 applicant seeks a variance to reduce the required 2' minimum north side yard setback to 0
- Per Section 17-2-0309 applicant seeks a variance to reduce the required 4.8' combined side yard setback to 0' to align with the existing north wall.
- Per Section 17-2-0311-A applicant seeks to increase the maximum building height from 38' to 40'-4", an increase of 6%.


ZONING DATA
2225 N DAYTON
Chicago, IL
Site Plan,
Zoning Data
A1.0
NEW 2 CAR MASONRY GARAGE W/ ROOFDECK ABOVE
16.00' ALLEY
SITE PLAN
BUILDING SECTION DIAGRAM
Final for Publication


2225 N DAYTON
Chicago, IL
Project Number 2024-0003
bba ARCHITECTS
Basement & First Floor Plans
A2.1
PROPOSED FIRST FLOOR PLAN
Final for Publication


2225 N DAYTON
Chicago, IL
Project Number: 2024-0003
bba ARCHITECTS
Second Floor & Third Floor Plans
A2.2
FIRST FLOOR ADDITION BELOW
EXISTING GUTTER
PROPOSED THIRD FLOOR PLAN
BEDROOM 4
BEDROOM 3
LIGHT
Final for Publication

Final for Publication



Final for Publication

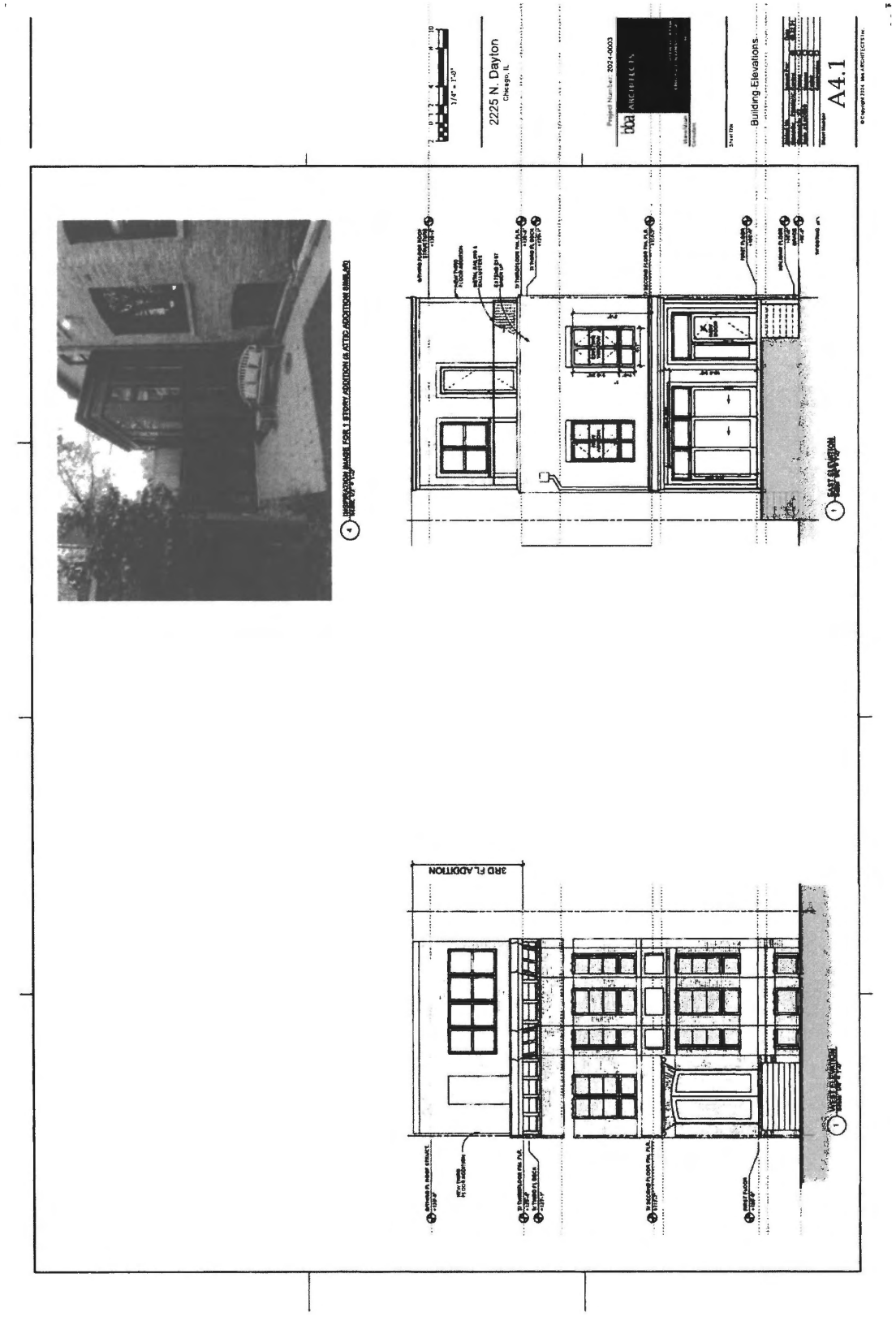


Final for Publication
bba ARCHITECTS
Rendering
2225 N Dayton 3

Final for Publication



Final Publication



Reclassification Of Area Shown On Map No. 6-E.
(Application No. A-8934)
(Common Address: 2541 -- 2611 S. State St.)
[O2025-0015650]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 Motor Vehicle-Related Commercial District and M1-3 Limited Manufacturing/Business Park District symbols and indications on Map Number 6-E in the area bounded by:

a line 201.82 feet north of and parallel to East 26th Street; the alley next east of and parallel to South State Street; a line 128 feet south of and parallel to East 26th Street; and South State Street,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective upon its passage.

Reclassification Of Area Shown On Map No. 7-L.
(Application No. 22646T1)
(Common Address: 3149 -- 3159 N. Long Ave./5357 -- 5359 W. Belmont Ave.)
[O2025-0014949]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 7-L in the area bounded by:

West Belmont Avenue; a line 50 feet east of and parallel to North Long Avenue; the public alley next south of and parallel to West Belmont Avenue; and North Long Avenue,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Level 1 Demolition and Proposed Plans; Zoning Plan; Building Elevations; Level 1 Current Conditions and Proposed Alterations attached to this ordinance printed on pages 24829 through 24832 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

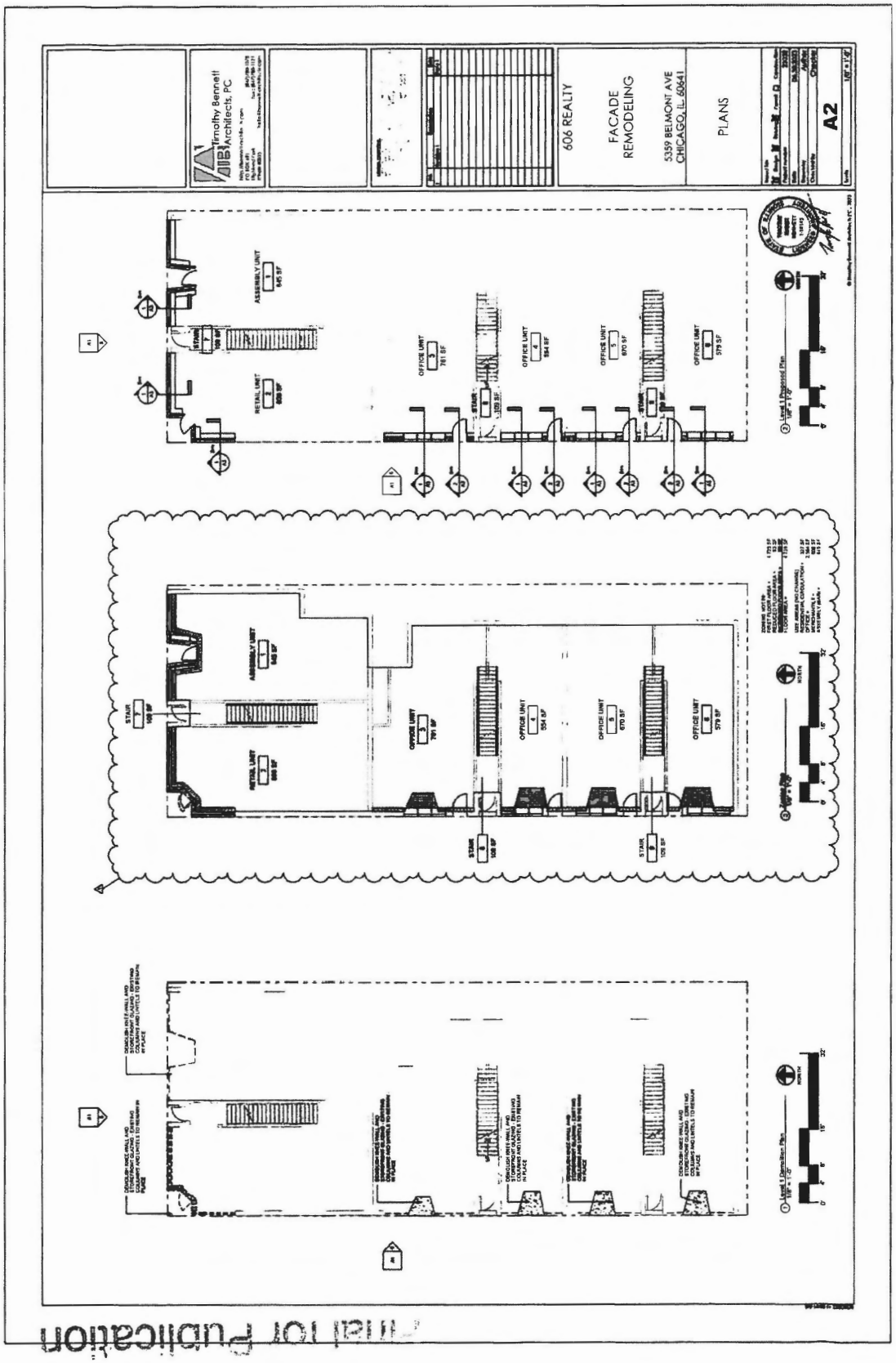
Final for Publication

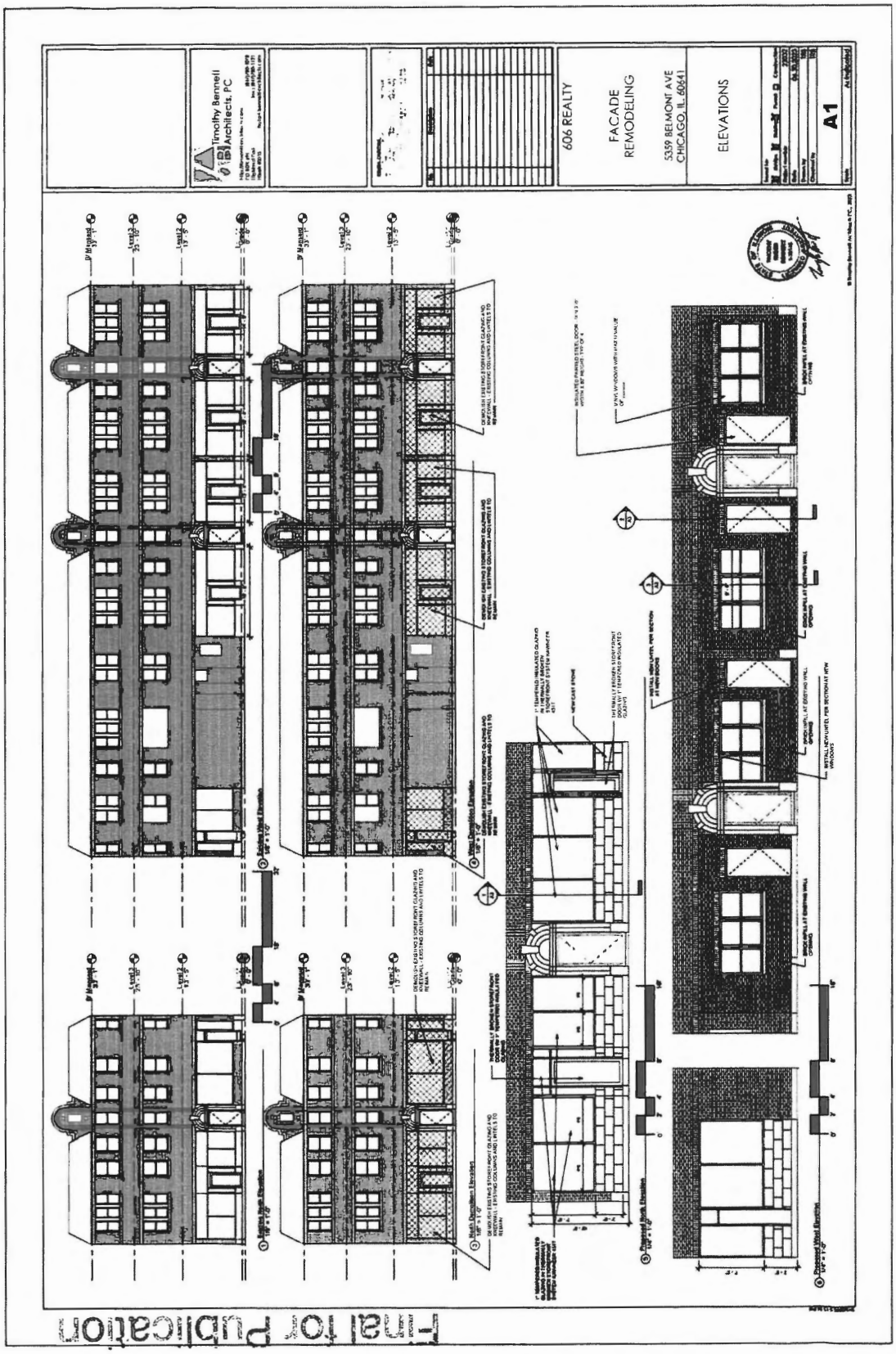
TYPE I
NARRATIVE AND PLANS
FOR A ZONING MAP AMENDMENT
FOR THE PROPERTY COMMONLY KNOWN AS
3149-59 NORTH LONG AVENUE/5357-59 WEST BELMONT AVENUE

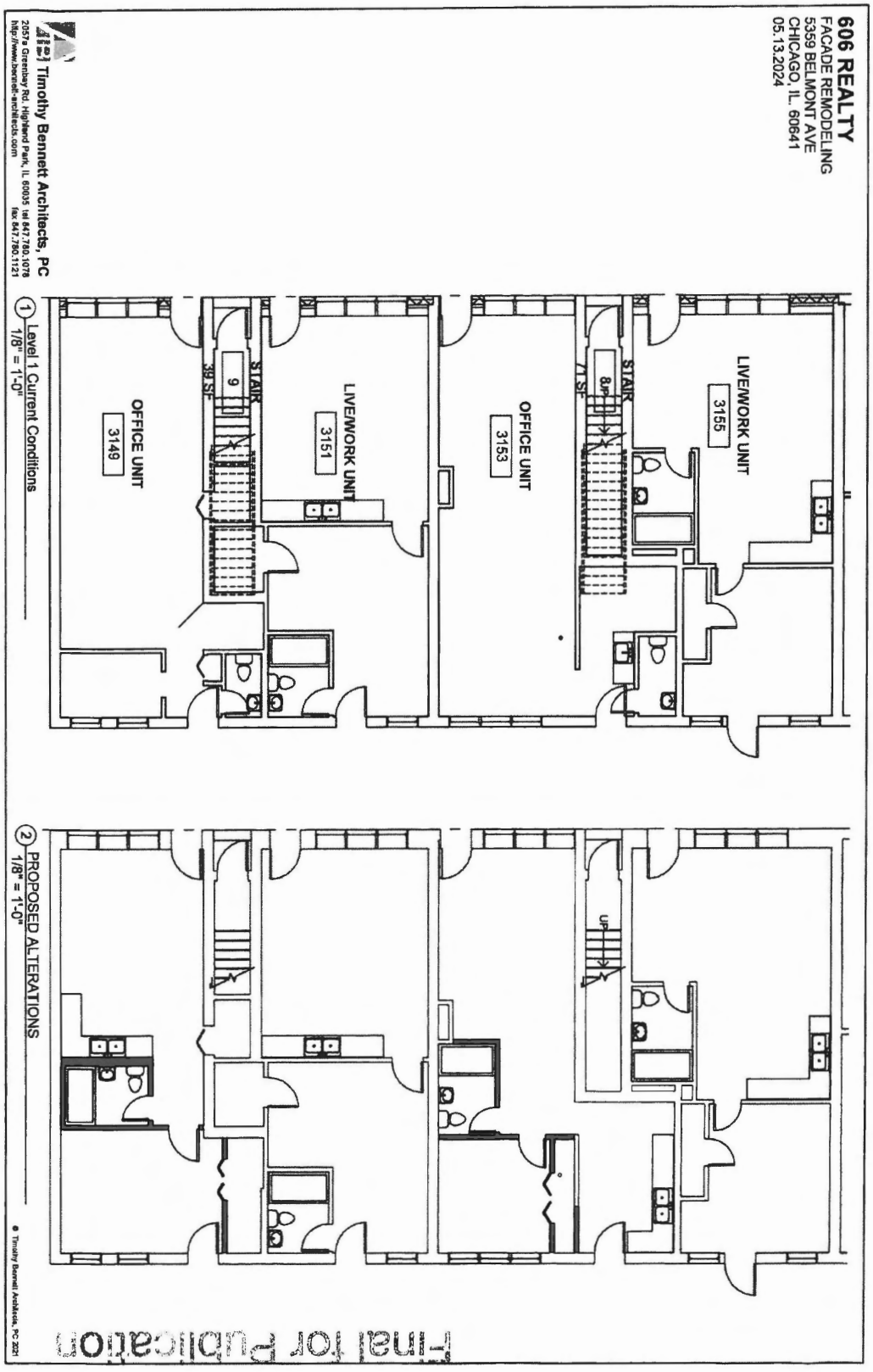
Applicant seeks a Type I Map Amendment of the City of Chicago Zoning Map from the current B3-1 District to that of an B2-5 District for the property commonly known as 3149-59 North Long Avenue/5357-59 West Belmont Avenue. The site is improved with a three-story building containing ground floor commercial space and twelve (12) residential dwelling units above the ground floor. Applicant seeks to convert the portion of the existing commercial space that fronts onto Long Avenue into four (4) additional residential dwelling units. There will be a total of sixteen (16) residential dwelling units upon completion. The 1,653 square feet of commercial space that front onto Belmont Avenue will remain. The floor area of the existing building is not proposed to be expanded.

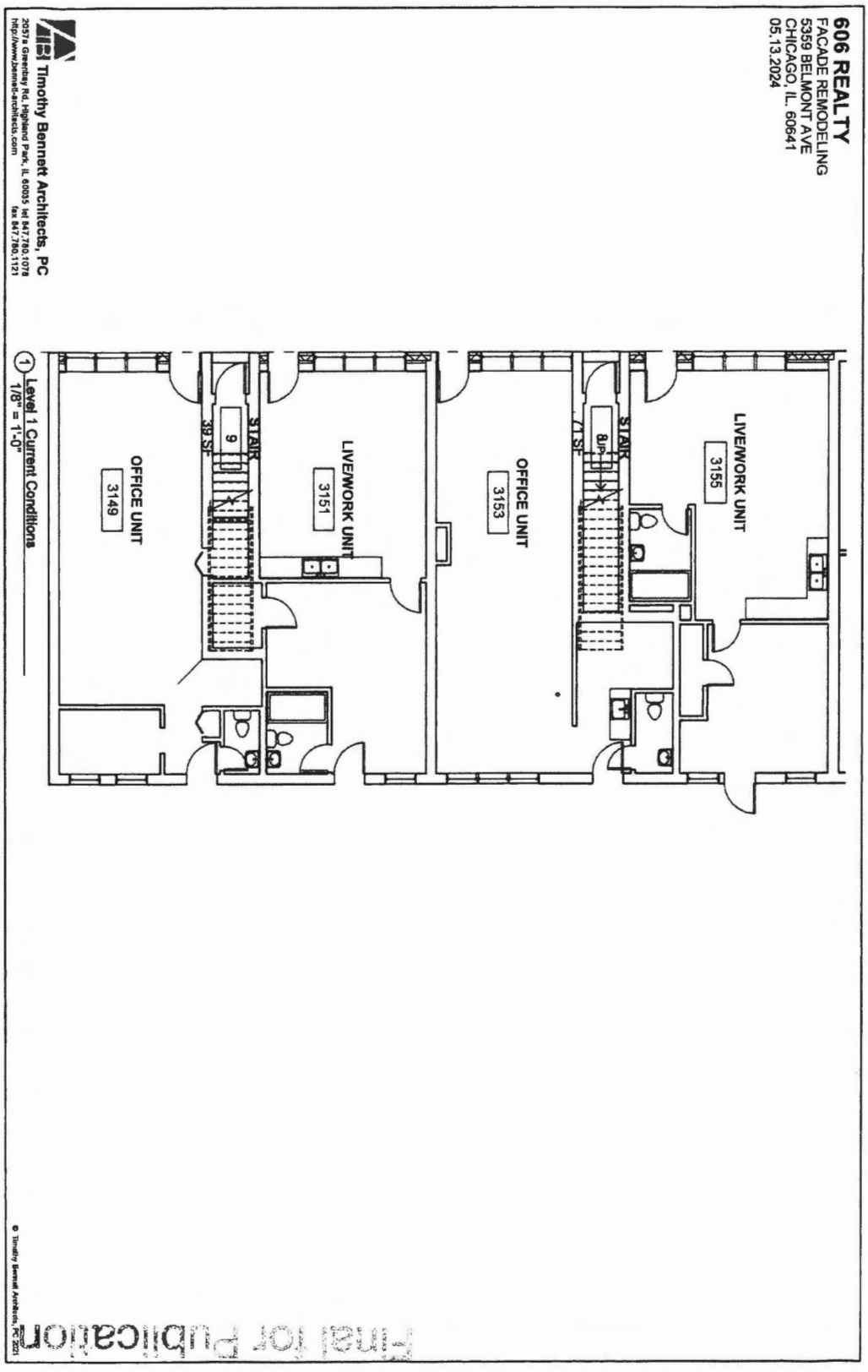
The following is a list of the proposed bulk and density of the development:

Lot Area:	6,263 square feet
Density:	16 residential dwelling units
Lot Area Per Unit:	391 square feet
Off Street Parking:	0 spaces (existing)
Height:	approximately 33 feet 1 inch (existing)
Floor Area:	approximately 15,900 square feet (existing)
Floor Area Ratio:	approximately 2.54 (existing)
Front (North) Setback:	0 feet (existing)
Rear (South) Setback:	approximately 2.07 feet (existing)
East Side Setback:	0.9 feet (existing)
West Side Setback:	0.03 feet (existing)


606 REALTY
FACADE REMODELING
5359 BELMONT AVE CHICAGO, IL 60641
PLANS
A2
Timothy Bennett Architects, PC
Final for Publication


Timothy Bennell Architects, PC
606 REALTY
FACADE REMODELING
5359 BELMONT AVE
CHICAGO, IL 60641
ELEVATIONS
A1
Final for Publication


606 REALTY
FACADE REMODELING
5359 BELMONT AVE
CHICAGO, IL. 60641
05.13.2024
Timothy Bennett Architects, PC
2057a Greenbay Rd. Highland Park, IL 60035 tel 847.780.1078
http://www.bennett-architects.com fax 847.780.1121
1 Level 1 Current Conditions
1/8" = 1'-0"
OFFICE UNIT
3149
39 SF
9
STAIR
LIVE/WORK UNIT
3151
OFFICE UNIT
3153
71 SF
8
STAIR
LIVE/WORK UNIT
3155
2 PROPOSED ALTERATIONS
1/8" = 1'-0"
UP
Final for Publication
© Timothy Bennett Architects, PC 2021


606 REALTY
FACADE REMODELING
5359 BELMONT AVE
CHICAGO, IL. 60641
05.13.2024
Timothy Bennett Architects, PC
2057a Greenbay Rd. Highland Park, IL 60035 tel 847.780.1078
http://www.bennett-architects.com fax 847.780.1121
LIVE/WORK UNIT
3155
STAIR
8
71 SF
OFFICE UNIT
3153
LIVE/WORK UNIT
3151
STAIR
9
39 SF
OFFICE UNIT
3149
1 Level 1 Current Conditions
1/8" = 1'-0"
Final for Publication
© Timothy Bennett Architects, PC 2021

Reclassification Of Area Shown On Map No. 7-R.
(Application No. 22639T1)
(Common Address: 3131 N. Cicero Ave.)

[O2025-0014858]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 7-R in the area bounded by:

a line 249.75 feet south of and parallel to West Belmont Avenue; the alley next east of and parallel to North Cicero Avenue; a line 299.75 feet south of and parallel to West Belmont Avenue; and North Cicero Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[East and West Building Elevations; and Building Depictions attached to this ordinance printed on pages 24835 through 24838 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUPPLEMENTAL SUBMISSIONS TYPE 1 REZONINGS
3131 North Cicero Avenue, Chicago Illinois 60641
EXPRESS AUTO PARTS, INC

a) Proposed land use

The proposed land use is an auto parts store to be open to the public from 8 A.M. to 5:00 P.M. Monday through Thursday.

b) the project's floor area ratio

The project floor area ratio is 0.6615 and the commercial space is 4,085 square feet.

c) the project's density (lot area per dwelling)

The project density is not applicable because there are no residential units.

d) the amount of off-street parking

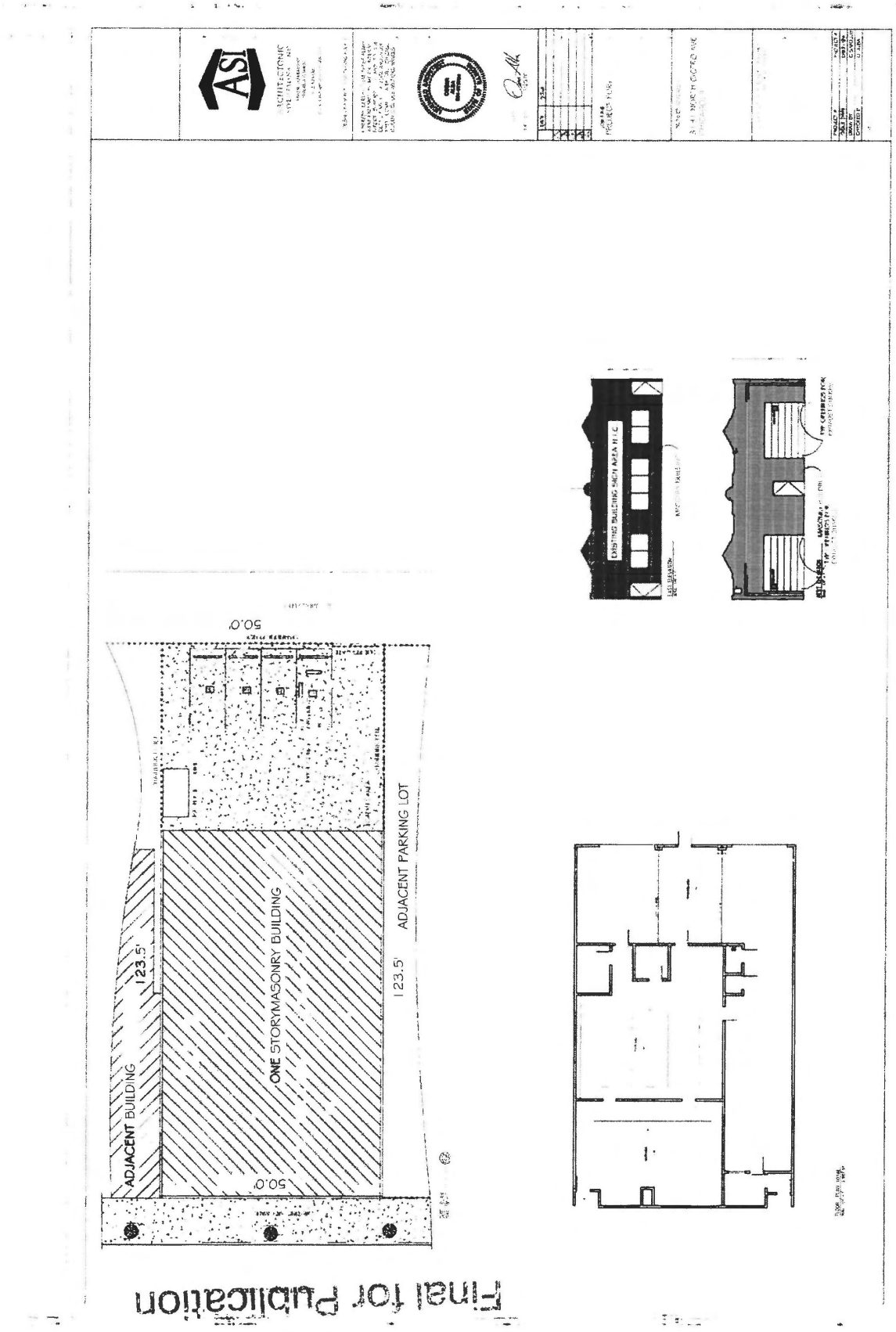
The amount of off-street parking is 4 spots, which are not available to customers.

e) setbacks

The setbacks are 0.

f) building heights

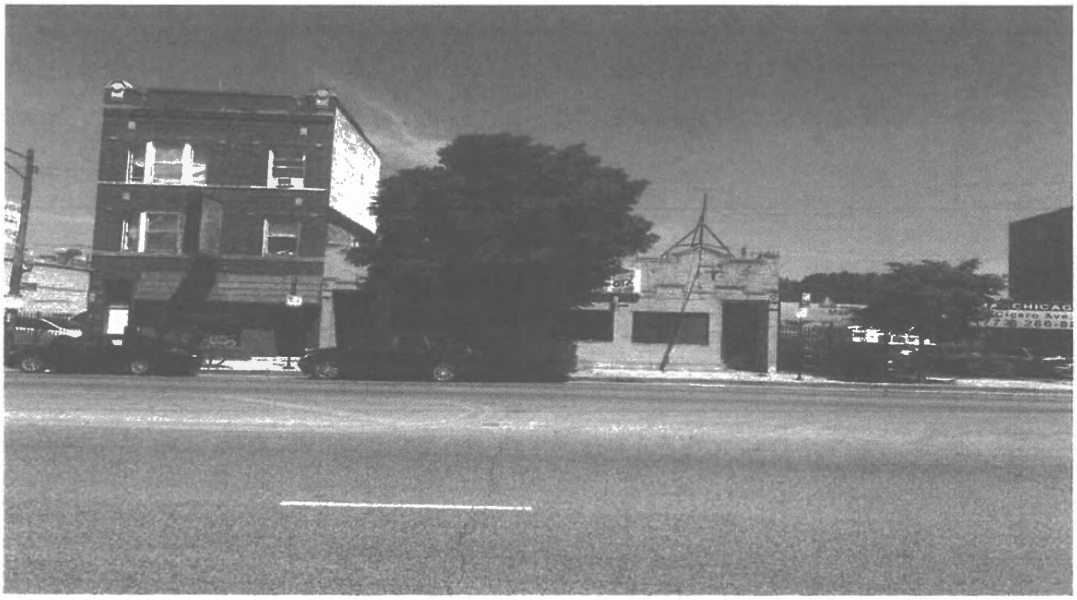
The building height is 16 feet, 0 inches.


ADJACENT BUILDING
123.5'
ONE STORY MASONRY BUILDING
123.5' ADJACENT PARKING LOT
50.0'
50.0'
Final for Publication

Final for Publication



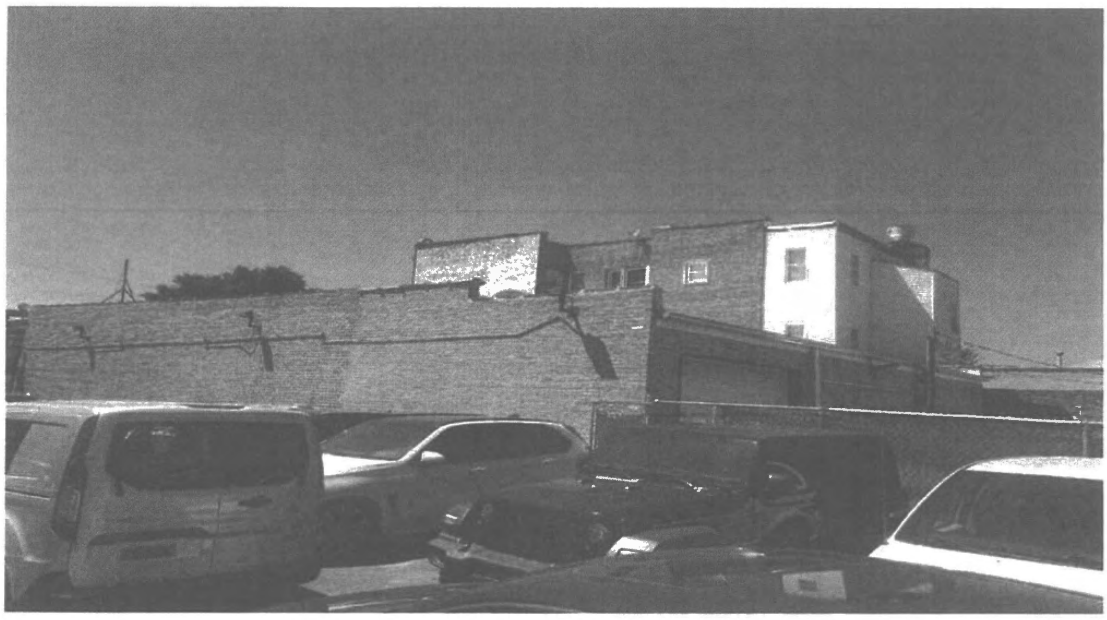
Final for Publication





Final for Publication





Reclassification Of Area Shown On Map No. 8-H.
(Application No. A-8930)
(Common Address: 1612 -- 2020 W 35th St, 1615 -- 1965 W. 35th St.
And 3500 -- 3516 S. Ashland Ave.)

[O2024-0013956]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B1-1 and B1-2 Neighborhood Shopping Districts, B2-1.5, B2-2 and B2-3 Neighborhood Mixed-Use Districts, B3-1 Community Shopping District, C1-2 Neighborhood Commercial District, RS3 Residential Single-Unit (Detached House) District and RT4 Residential Two-Flat, Townhouse and Multi-Unit District, symbols and indications as shown on Map Number 8-H in the area bounded by:

the alley next east of and parallel to South Archer Avenue; the alley next west of and parallel to South Damen Avenue; a line 130 feet north of and parallel to West 35th Street; South Damen Avenue; the alley next north of and parallel to West 35th Street; a line 150 feet east of and parallel to South Damen Avenue; West 35th Street; a line 275 feet east of and parallel to South Damen Avenue; the alley next north of and parallel to West 35th Street; a line 288 feet east of and parallel to the alley next west of and parallel to South Wolcott Avenue; West 35th Street; the alley next west of and parallel to South Wood Street; a line 73 feet north of and parallel to West 35th Street; South Wood Street; the alley next north of and parallel to West 35th Street; a line 96 feet east of and parallel to South Wood Street; West 35th Street; a line 121.04 feet east of and parallel to South Wood Street; the alley next north of and parallel to West 35th Street; a line 24 feet east of and parallel to South Hermitage Avenue; West 35th Street; a line 72 feet west of and parallel to South Paulina Street; the alley next north of and parallel to West 35th Street; a line 25 feet east of and parallel to South Paulina Street; West 35th Street; a line 74 feet east of and parallel to South Paulina Street; the alley next north of and parallel to West 35th Street; a line 98 feet east of and parallel to South Paulina Street; West 35th Street; a line 24 feet east of and parallel to South Marshfield Avenue; the alley next north of and parallel to West 35th Street; a line 48 feet east of and parallel to South Marshfield Avenue; West 35th Street; South Ashland Avenue; a line 175 feet south of and parallel to West 35th Street; the alley next west of and parallel to South Ashland Avenue; West 35th Street; a line 65.5 feet east of and parallel to South Marshfield Avenue; the alley next south of and parallel to West 35th Street; a line 98 feet west of and parallel to South Marshfield Avenue; West 35th Street; a line 49 feet east of and parallel to South Paulina Street; the alley next south of and parallel to West 35th Street; a line 25.1 feet west of and parallel to South Hermitage Avenue; West 35th Street; a line 50.1 feet west of and parallel to South Hermitage Avenue; the alley next south of and parallel to West 35th Street; a line 100.1 feet west of and parallel to South Hermitage Avenue; a line 43 feet north of and

parallel to the alley next south of and parallel to West 35th Street; a line 95.1 feet west of and parallel to South Hermitage Avenue; West 35th Street; a line 119 feet east of and parallel to South Wood Street; the alley next south of and parallel to West 35th Street; South Wood Street; West 35th Street; a line 121.2 feet west of and parallel to South Honore Street; the alley next south of and parallel to West 35th Street; a line 146.2 feet west of and parallel to South Honore Street; West 35th Street; a line 48 feet east of and parallel to South Wolcott Avenue; the alley next south of and parallel to West 35th Street; South Wolcott Avenue; a line 134 feet south of and parallel to West 35th Street; the alley next east of and parallel to South Winchester Avenue; the alley next south of and parallel to West 35th Street; South Damen Avenue; West 35th Street; and a line 75 feet west of and parallel to the alley next west of and parallel to South Damen Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 9-G.
(Application No. 22653)
(Common Address: 3242 N. Clark St.)

[O2025-0014956]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-3 Community Shopping District symbols and indications as shown on Map Number 9-G in the area bounded by:

a line 275.75 feet southeast of the intersection of West School Street and North Clark Street, as measured along the west right-of-way line of North Clark Street and perpendicular thereto; North Clark Street; a line 300.75 feet southeast of the intersection of West School Street and North Clark Street, as measured along the west right-of-way line of North Clark Street and perpendicular thereto; and the alley next west of and parallel to North Clark Street,

to those of a C1-3 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.
(As Amended)
(Application No. 22626)
(Common Address: 3911 -- 3925 N. Sheridan Rd. And 943 -- 957 W. Dakin St.)
[SO2024-0014455]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the Residential-Business Planned Development Number 1368 symbols and indications as shown on Map Number 9-G in the area bounded by:

West Dakin Street; the alley next east of North Sheridan Road; a line 155.42 feet south of the south line of West Dakin Street; and North Sheridan Road,

to those of Residential-Business Planned Development Number 1368, as amended.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. 1368. As Amended.

Planned Development Statements.

1. The area delineated herein as Residential-Business Planned Development Number 1368 (the "Planned Development") consists of a net site area of approximately 23,315 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property"). The Property is owned by Sheridan Red Line Development, LLC (the "Applicant").

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by any owner of the Property, as applicable, or its successors, assigns or grantees, which

require such reviews, approvals or permits. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the applicable Property owner, its successors, assigns or grantees, seeking such action.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Plans, as defined below.

Ingress or egress shall be pursuant to the Plans (as defined below) and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

All work proposed in the public way must be designed and constructed in accordance with the Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Prior to the issuance of any Part II approval, the submitted plans must be approved by the Department of Transportation.

4. This plan of development consists of 16 Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary/Property Line Map; a Site Plan; a Landscape and Green Roof Plan; and Elevations (North, South, East and West), all prepared by Sullivan Goulette & Wilson and dated February 17, 2017 (collectively, the "Plans") which are on file with the Department of Planning and Development and published in the March 29, 2017 *Journal of the Proceedings of the City Council of the City of Chicago* at pages 45918 through 45926, inclusive, and a Minor Change dated September 28, 2020. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses are permitted within the area delineated as Residential-Business Planned Development: dwelling units above the ground floor; animal services -- sales and grooming, veterinary and kennels; eating and drinking establishments; amusement arcades (accessory only to eating and drinking establishments); business support services; building material sales; auto supply sales; banks, currency exchange, credit union and atm facilities (excluding drive-through facilities, pay day loan stores and pawn shops); food and beverage retail sales uses; vacation rental; medical service; office; personal service uses; consumer repair or laundry services (excluding plant on premises); general retail sales; co-location wireless communications facilities (excluding free standing towers); accessory and non-accessory parking (limited to no more than two spaces for car sharing services); and incidental and related uses.

6. On-premises and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the

Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a net site area of 23,315 square feet.

9. The Applicant acknowledges and agrees that the rezoning of the Property from B1-2 Neighborhood Shopping District and C1-2 Neighborhood Shopping District to B3-5 Community Shopping District, and then to this Planned Development, triggers the requirements of Section 2-45-115 of the Municipal Code of Chicago (the "ARO"). Any developer of a residential housing project within the meaning of the ARO must: (i) set aside 10 percent of the housing units in the residential housing project (the "Required Units") as affordable units, or with the Department's Commissioner's approval, provide the Required Units in an approved off-site location; (ii) pay a fee in lieu of the development of the Required Units; or (iii) any combination of (i) and (ii); provided, however, that residential housing projects with 20 or more units must provide at least 25 percent of the Required Units on-site or off-site. If the developer elects to provide affordable units off-site, the off-site affordable units must be located within a two-mile radius from the residential housing project and in the same or a different higher income area or downtown district. The Property is located in a higher income area, within the meaning of the ARO, and the project has a total of 120 units. As a result, the Applicant's affordable housing obligation is 12 affordable units, three of which are Required Units. Applicant has agreed to satisfy its affordable housing obligation by making a cash payment to the Affordable Housing Opportunity Fund in the amount of $125,000 per unit (at four units for a total of $500,000) (a "Cash Payment") and providing eight affordable units in the rental building to be constructed in the Planned Development. The Applicant agrees that the affordable rental/for sale units must be affordable to households earning no more than 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income ("AMI"), as updated annually by the City of Chicago. If the Applicant subsequently reduces (or increases) the number of housing units in the Planned Development, the Applicant shall update and resubmit the Affordable Housing Profile Form to the Department for review and approval; the Department may adjust the number of required Affordable Units without amending the Planned Development. Prior to the issuance of any building permits for any residential building in the Planned Development, including, without limitation, excavation or foundation permits, the Applicant must make the required Cash Payment and/or execute and record an affordable housing agreement in accordance with Section 2-45-115(L) of the ARO. The terms of the affordable housing agreement and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the affordable housing agreement will be recorded against the Planned Development, or the applicable portion thereof, and will constitute a lien against such property. The Commissioner of the Department may enforce remedies for any breach of this Statement Number 9, including any breach of any affordable housing agreement, and enter into settlement agreements with respect to

any such breach, subject to the approval of the Corporation Counsel, without amending the Planned Development.

10. Upon review and determination, "Part II review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

11. The Site Plans and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

12. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Environment and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that code.

13. Subject to the provisions of Statement Number 2 of this Planned Development, the terms and conditions of development under this Planned Development ordinance may be modified administratively pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property as required by law. Plans for all new buildings and improvements on the Property constructed after the date hereof shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities.

15. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. In furtherance of this policy, improvements within the Planned Development shall include at least the following sustainable features: (A) 50 percent Green Roof; and (B) Building Certification in accordance with City of Chicago's Sustainable Development Policy in effect as of the date of introduction of this planned development.

16. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse due to the passage of time, the Commissioner of the Department shall initiate a zoning map amendment to rezone this Residential-Business Planned Development to B1-2 Neighborhood District.

Bulk Regulations and Data Table referred to in these Plan of Development Statements and Exhibit "A" attached hereto read as follows:

Residential-Business Planned Development No. 1368, As Amended.

Bulk Regulations And Data Table.

Gross Site Area:	36,716.36 square feet
Area of Public Right-of-Way:	13,401.36 square feet
Net Site Area:	23,315 square feet
Maximum Permitted FAR:	5.0
Maximum Number of Dwelling Units:	120
Minimum Parking of Off-Street Parking Spaces:	14
Minimum Number of Bike Parking Spaces:	120
Minimum Number of Off-Street Loading Berths:	1 (10 feet by 25 feet)
Setbacks from the Property Line:	In accordance with the site plan
Maximum Building Height:	79 feet, 10 inches as measured pursuant to Chicago Zoning Ordinance, 92 feet, 2 inches gross height to top of elevator overrun.

Exhibit "A".

Sheridan Red Line Development LLC Owners.

-- Sheridan Red Line Manager LLC

-- Sheridan Red Line DK LLC

-- The Joseph Lomanto Trust u/a dated 12/15/2016

-- Joseph Lomanto

-- Draper and Kramer Investments Corporation

-- D & K Insurance Agency, Inc.

-- DKH, Incorporated

Reclassification Of Area Shown On Map No. 9-G.
(Application No. 22642)
(Common Address: 3716 -- 3718 N. Southport Ave.)
[O2025-0014945]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, Chicago Zoning Ordinance, is amended by changing all the B3-2 Community Shopping District and symbols and indications as shown on Map Number 9-G in the area bounded by:

a line 219.35 feet north of and parallel to West Waveland Avenue; North Southport Avenue; a line 173.85 feet north of and parallel to West Waveland Avenue; and then the public alley next west of and parallel to North Southport Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Reclassification Of Area Shown On Map No. 11-G.
(As Amended)
(Application No. 22180)
(Common Address: 4427 -- 4459 N. Clark St./1425 -- 1427 W. Sunnyside Ave./
4440 -- 4456 N. Clark St./1437 -- 1447 W. Sunnyside Ave.)
[O2023-2002/SO2023-0005330]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-3 Community Shopping District and C1-2 Neighborhood Commercial District symbols as shown on Map Number 11-G in the area generally bounded by:

West Sunnyside Avenue; a line 39 feet east of North Clark Street, as measured from and perpendicular to the south line of West Sunnyside Avenue; a line perpendicular to North Clark Street and 75.24 feet south of West Sunnyside Avenue; the 16-foot wide public alley next east of and parallel to North Clark Street; a line 355 feet south of and generally parallel to the south line of West Sunnyside Avenue; North Clark Street; a line 192.96 feet south of and parallel to West Sunnyside Avenue; and the 20-foot wide public alley next west of and parallel to North Clark Street,

to those of the B3-3 Community Shopping District which is hereby established in the area described above.

SECTION 2. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-3 Community Shopping District symbols as shown on Map Number 11-G in the area generally bounded by:

West Sunnyside Avenue; a line 39 feet east of North Clark Street, as measured from and perpendicular to the south line of West Sunnyside Avenue; a line perpendicular to North Clark Street and 75.24 feet south of West Sunnyside Avenue; the 16-foot wide public alley next east of and parallel to North Clark Street; a line 355 feet south of and generally parallel to the south line of West Sunnyside Avenue; North Clark Street; a line 192.96 feet south of and parallel to West Sunnyside Avenue; and the 20-foot wide public alley next west of and parallel to North Clark Street,

to those of a Business-Institutional Residential Planned Development, which is hereby established in the area above described.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business-Institutional Residential Planned Development No. _____.

Development Statements.

1. The area delineated herein as Business-Institutional Residential Planned Development Number _____ (the "Planned Development") consists of approximately 63,886 square feet of net site area together with certain portions of adjacent rights-of-way, which are depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by The Black Ensemble Theater Corporation (the "Applicant").

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation ("CDOT") on behalf of the Applicant or its successors, assigns or grantees.

   Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

   Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Department of Planning and Development ("DPD") and CDOT. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of CDOT.

   Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between CDOT's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by CDOT's Division of Infrastructure Management:

   -- Full width of streets

   -- Full width of alleys

   -- Curb and gutter

   -- Pavement markings

   -- Sidewalks

   -- ADA crosswalk ramps

   -- Parkway and landscaping

   The Perimeter Restoration Agreement must be executed prior to any CDOT and DPD Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow CDOT's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by CDOT.

4. This plan of development consists of these 16 Statements: a Bulk Regulations Table; an Existing Land-Use Map; an Existing Zoning Map; a Planned Development Property Line and Boundary Map; a Planned Development Property Line and Boundary Map -- Subarea A; a Planned Development Property Line and Boundary Map -- Subarea B;

a Planned Development Site Plan -- Subarea B; Building Elevations -- Subarea B (two sheets); a Planned Development Site Plan -- Subarea A; a Landscape Plan -- Subarea A; a Landscape Plan -- Subarea B; a Tree Preservation Details exhibit; a Planting Details exhibit; Building Elevations -- Subarea A -- Phase 1 (two sheets); Building Elevations -- Subarea A -- Phase 2 (three sheets); a Basement Level Parking Plan -- Subarea A -- Phase 1; Floor Plans -- Subarea A -- Phase 1 (three sheets); Roof Plan Subarea A -- Phase 1; Floor Plans Subarea A -- Phase 2 (four sheets); Roof Plan -- Subarea A -- Phase 2 prepared by Gensler Architects and Site Design and dated January 16, 2025, submitted herein. Full-sized copies of the Design Exhibits are on file with DPD.

In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses are permitted in the area delineated herein as a Planned Development: artist live/work space located on and above the ground floor; multi-unit (3+ units) residential located on and above the ground floor; cultural exhibits and libraries; day care (subject to future site plan approval); community center; community garden; artist work or sales space; restaurant (limited and general); outdoor patio (at grade or on a rooftop); indoor special event; small venues; medium venues; indoor event venues; financial services; bank; credit union; automated teller machine facility; food and beverage retail sales; liquor sales (as an accessory use); medical service; office; personal service; repair or laundry service, consumer; dry cleaning drop-off or pick-up; retail sales, general; sports and recreation, participant (indoor); children's play center; limited manufacturing (catering and shared kitchen only). All drive-through facilities shall be prohibited.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of DPD. Off-premises signs are prohibited within the boundary of the Planned Development.

7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.

8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 63,886 square feet and a base FAR of 3.0.

9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by DPD. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.

11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.

12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned Policy and must provide documentation verifying compliance.

15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the city approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must

identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof); and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the Applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Applicant acknowledges and agrees that the rezoning of the Property from the B3-3 Community Shopping District and C1-2 Neighborhood Commercial District to the B3-3 Community Shopping District, and then to this Planned Development ("P.D.") Number _____ is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The Applicant intends to apply for Low-Income Housing Tax Credits or other forms of financial assistance from the City and other sources. Such financial assistance will impose affordability requirements (the "Financing Requirements") that exceed the ARO requirements. As a result, if the Applicant receives such financial assistance, the Financing Requirements shall govern the Applicant's obligation to provide affordable housing in the P.D. If the Applicant does not receive such financial assistance, the Applicant shall comply with the ARO.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to the B3-3 Community Shopping District.

18. Prior to the Part II approval (Section 17-13-0610 of the Chicago Zoning Ordinance) in Subarea B, the Applicant shall submit a site plan, landscape plan and building elevations for the specific subarea for review and approval by the Department of Planning and Development (DPD). Review and approval by DPD is intended to assure

that specific development components substantially conform with the Planned Development (P.D.) and to assist the City in monitoring ongoing development. Subarea Site Plan Approval Submittals (Section 17-13-0800) need only include that portion of the Property for which approval is being sought by the Applicant. If the Applicant is seeking approval for a portion of the Property that represents less than an entire subarea, the Applicant shall also include a site plan for that area of the Property which is bounded on all sides by either public rights-of-way or the boundary of the nearest subarea. The site plan provided shall include all dimensioned and planned street rights-of-way. No Part II approval for any portion of the Property shall be granted until Site Plan approval has been granted. Following approval by DPD, the approved Subarea Site Plan Approval Submittals, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the P.D. After approval of the Subarea Site Plan, changes or modifications may be made pursuant to the provisions of Statement 12. In the event of any inconsistency between approved plans and the terms of the P.D., the terms of the P.D. shall govern. Any Subarea Site Plan Approval Submittals shall, at a minimum, provide the following information:

-- fully-dimensioned site plan (including a footprint of the proposed improvements);

-- fully-dimensioned building elevations;

-- fully-dimensioned landscape plan; and

-- statistical information applicable to the subject subarea, including floor area, the applicable floor area ratio, uses to be established, building heights and setbacks. Subarea Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the P.D.

[Existing Land-Use Map; Existing Zoning Map; Property Line and Boundary Map -- Subareas A and B; Site Plans -- Subareas A and B; North, South, East and West Building Elevations -- Subarea B; Landscape Plans -- Subareas A and B; Tree Preservation Details; Planting Details; Building Elevations -- Subarea A -- Phase 1 and 2; Basement Level Parking Plan -- Subarea A -- Phase 1; First, Second and Third Floor Plans -- Subarea A -- Phase 1; Roof Plan -- Subarea A -- Phase 1; Second, Third, Fourth, and Fifth Floor Plan -- Subarea A -- Phase 2; and Roof Plan -- Subarea A -- Phase 2 referred to in these Plan of Development Statements printed on pages 24855 through 24882 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Business-Institutional Residential Planned Development No. _____

Bulk Regulations And Data Table.

Gross Site Area (square feet):	97,135
Area of Public Rights-of-Way (square feet):	33,249
Subarea A (square feet):	17,637
Subarea B (square feet):	15,612
Net Site Area (square feet):	63,886
Subarea A (square feet):	35,132
Subarea B (square feet):	28,754
Maximum Floor Area Ratio:	
Subarea A:	3.0
Subarea B:	3.0
Maximum Dwelling Units:	
Subarea A:	53
Subarea B:	0
Minimum Off-Street Accessory Parking Spaces:	132
Subarea A:	89
Subarea B:	43
Minimum Bicycle Parking Spaces:	74
Subarea A:	70
Subarea B:	4

Minimum Off-Street Loading Spaces:	1 (10 feet by 50 feet)
Subarea A:	1
Subarea B:	0
Minimum On-Street Loading Spaces:	
Subarea A:	0
Subarea B:	1
Maximum Building Height:	
Subarea A:	67 feet
Subarea B:	41 feet , 4 inches
Minimum Setbacks:	
Subarea A:	
Front (West):	0 feet
Side (North):	0 feet
Side (South):	0 feet
Rear (East):	2 feet
Subarea B:	
Front (East):	0 feet
Side (North):	23 feet, ½ inch
Side (South):	0 feet
Rear (West):	0 feet

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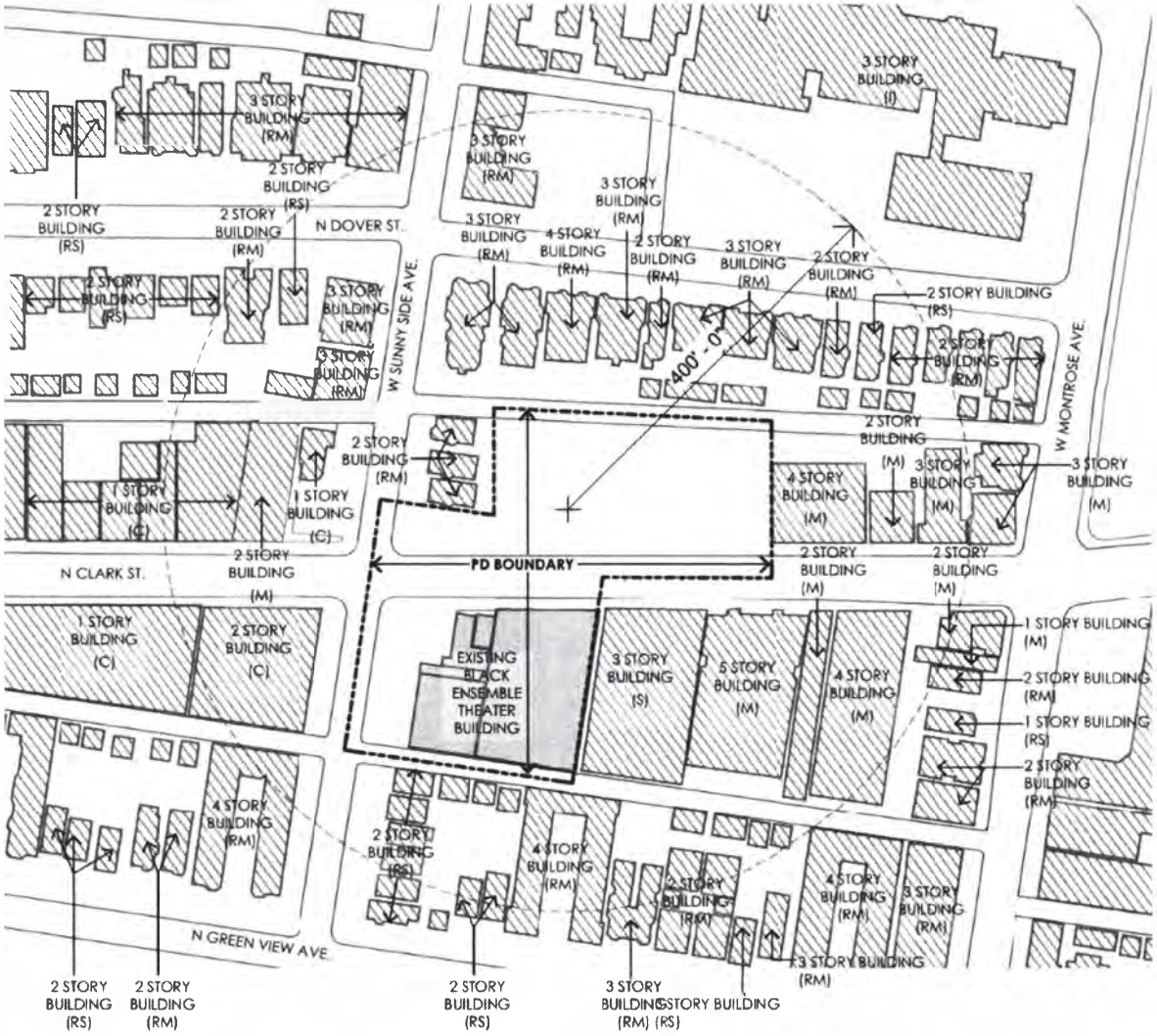


LEGEND

C - COMMERCIAL
M - MIXED USE
I - INSTITUTION
RM - RESIDENTIAL MULTI FAMILY
RS - RESIDENTIAL SINGLE FAMILY

EXISTING LAND USE MAP

SCALE : 1"= 150'

0 150' 300'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site

FINAL FOR PUBLICATION

NOT TO SCALE

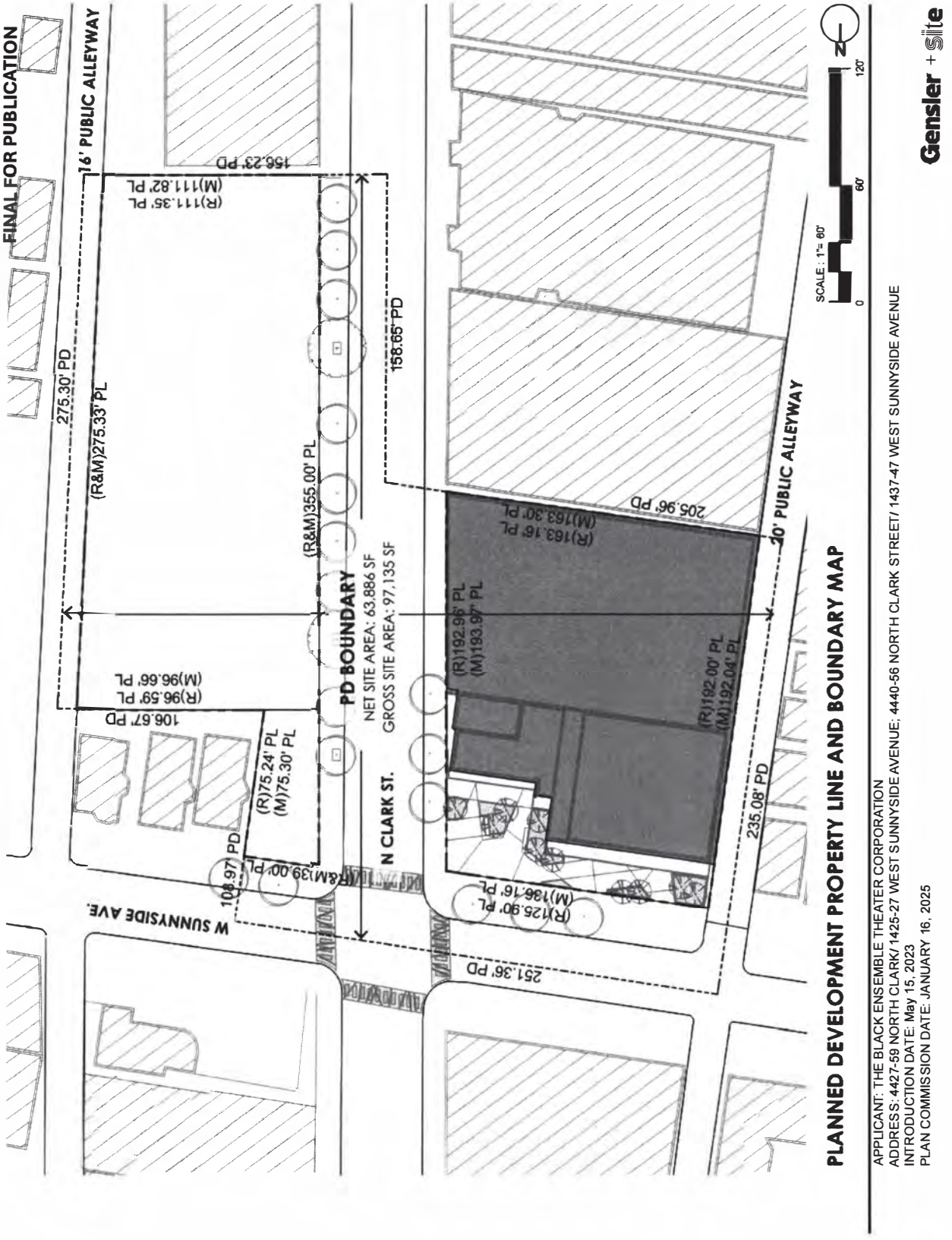
0' 0' 0'

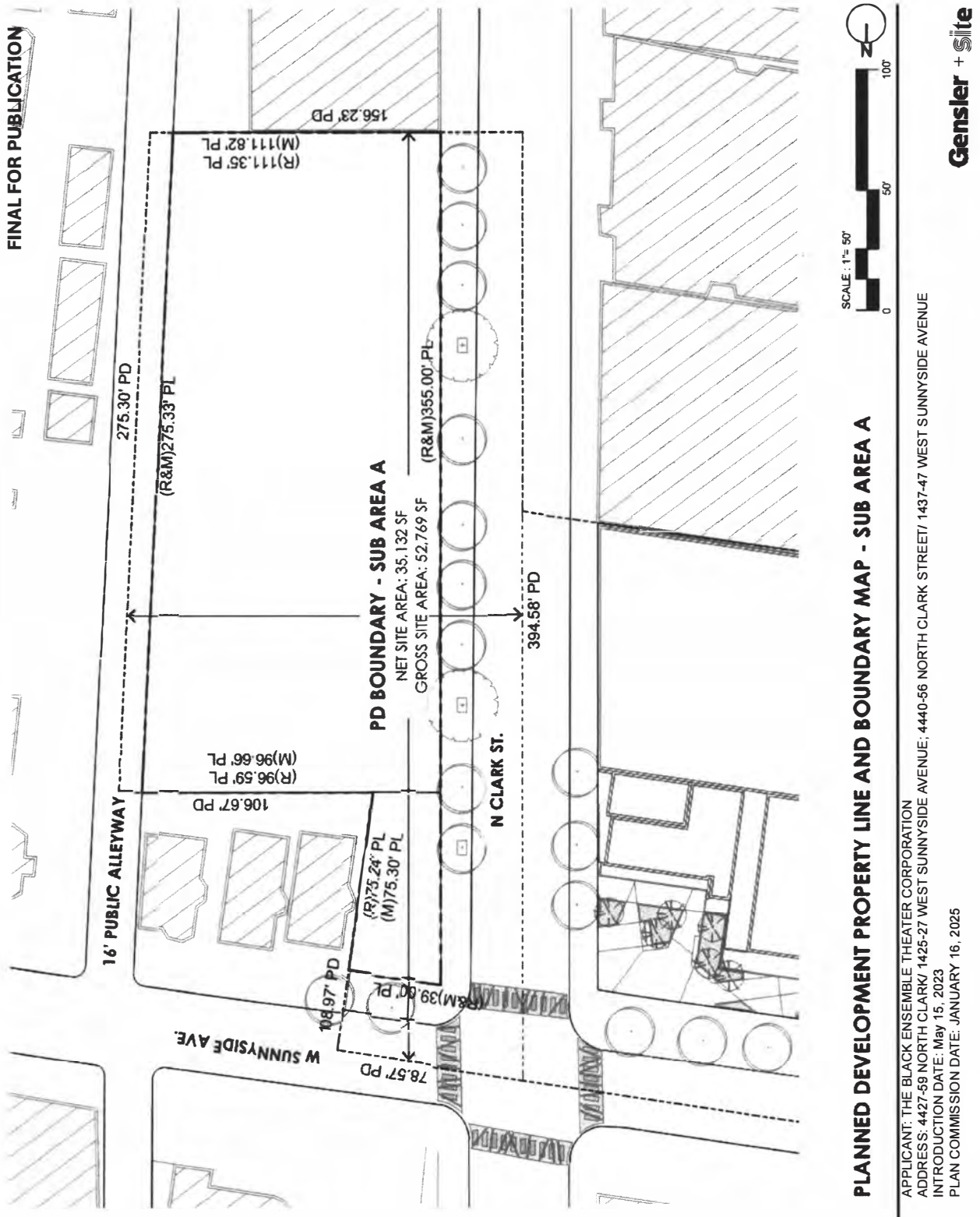
N

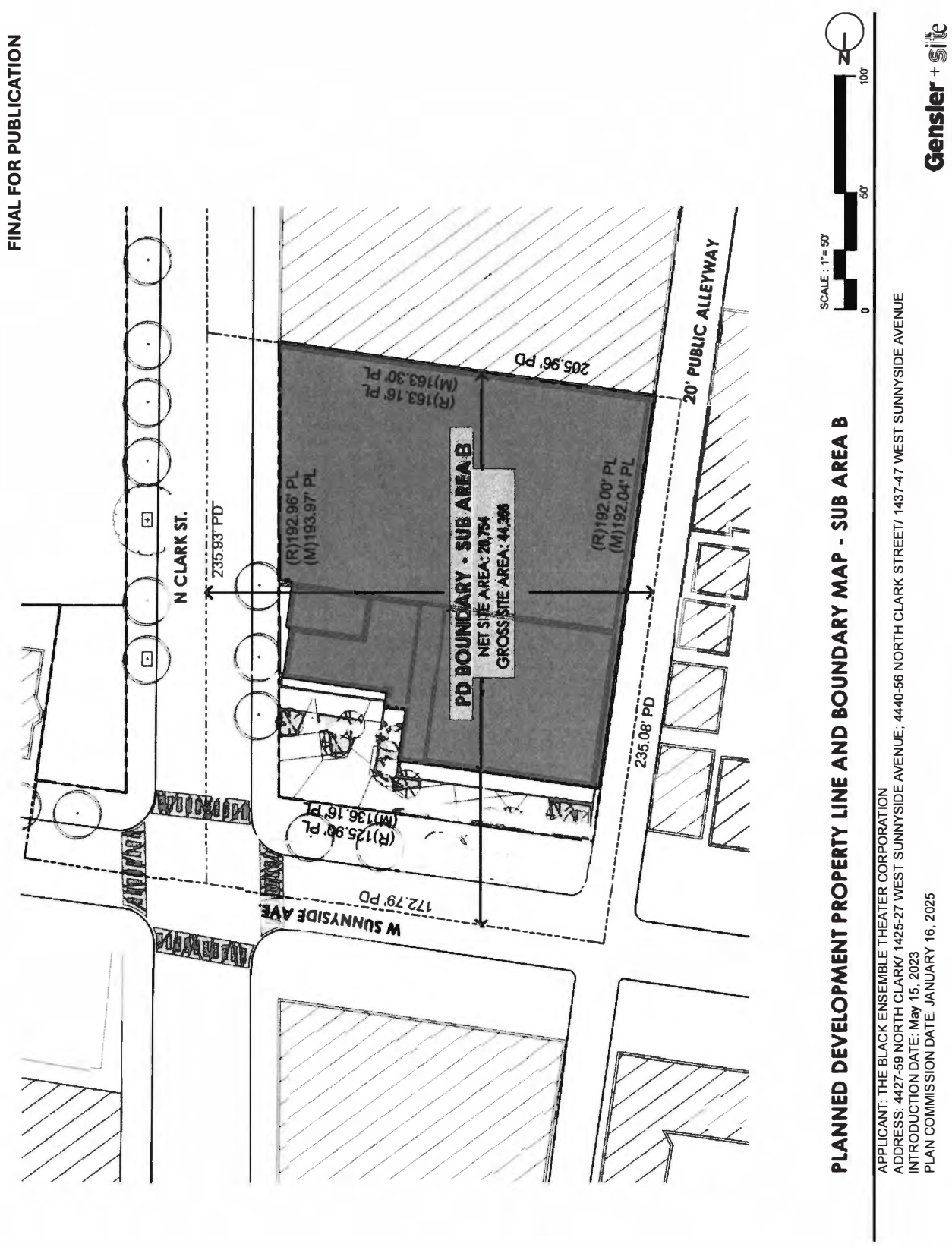
EXISTING ZONING MAP

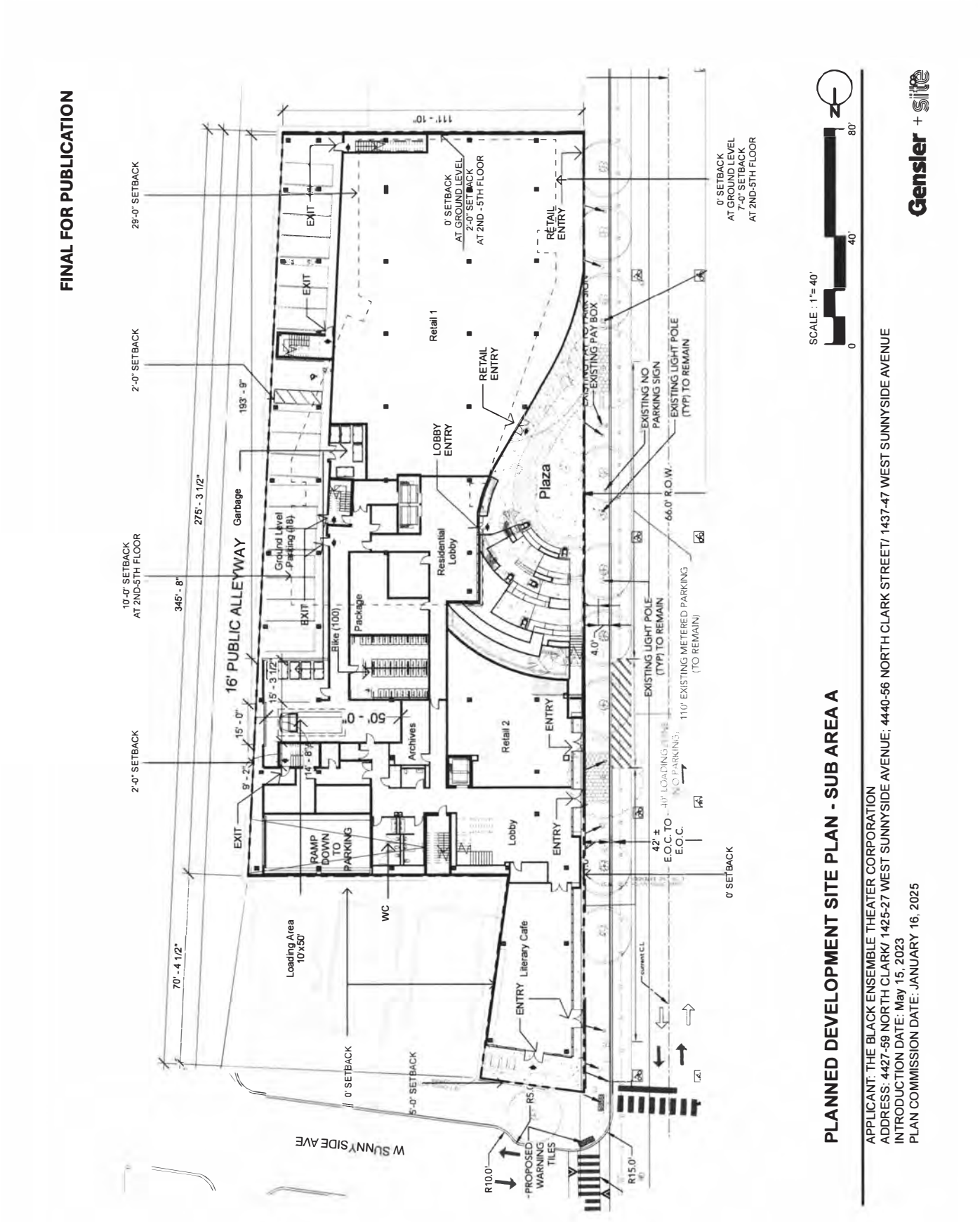
APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

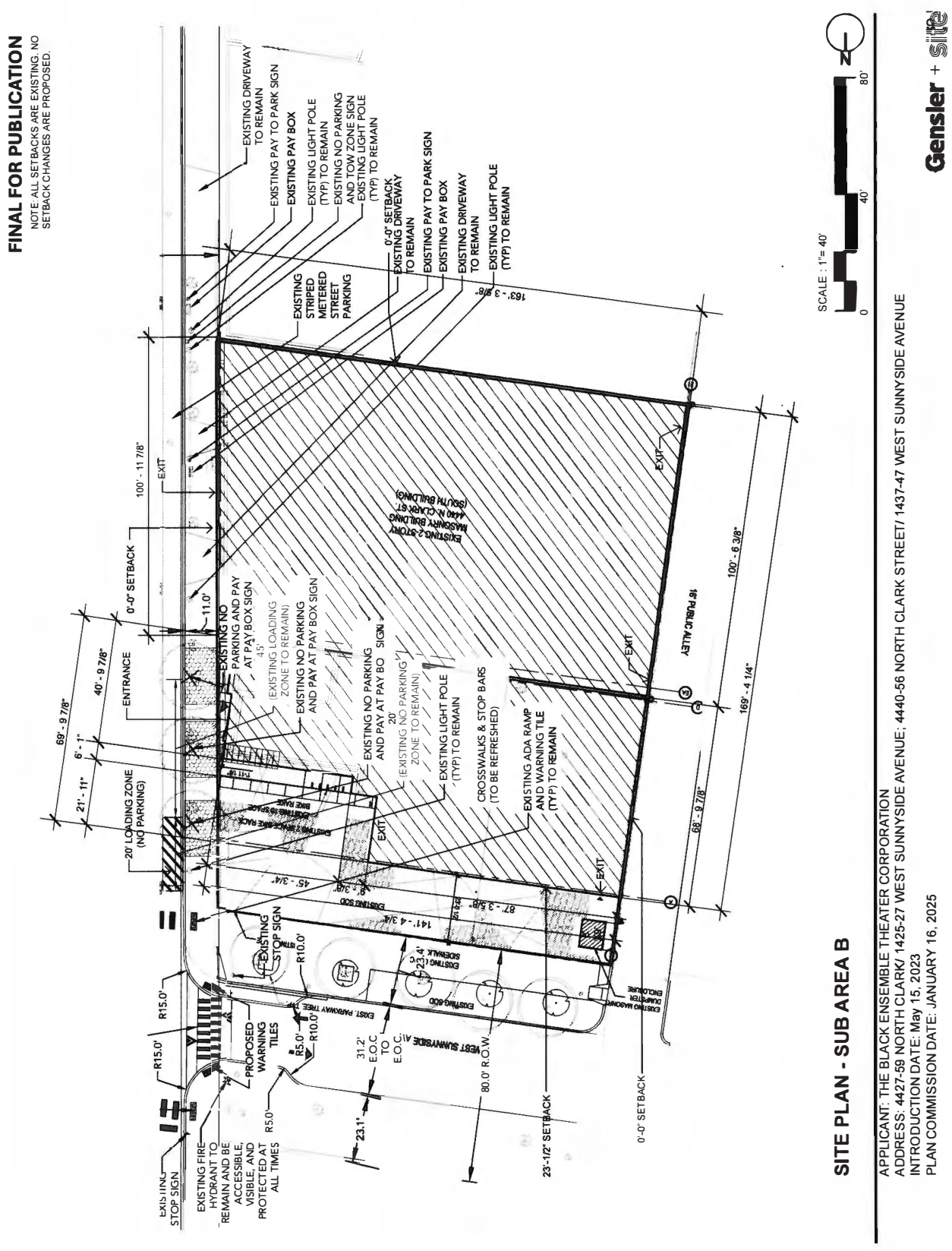
Gensler + site


FINAL FOR PUBLICATION
16' PUBLIC ALLEYWAY
156.23' PD
(M)111.82' PL
(R)111.35' PL
275.30' PD
(R&M)275.33' PL
(R&M)355.00' PL
158.65' PD
PD BOUNDARY
NET SITE AREA: 63,886 SF
GROSS SITE AREA: 97,135 SF
205.96' PD
(M)163.30' PL
(R)163.16' PL
20' PUBLIC ALLEYWAY
(R)192.96' PL
(M)193.97' PL
(R)192.00' PL
(M)192.04' PL
(M)96.66' PL
(R)96.59' PL
106.67' PD
(R)75.24' PL
(M)75.30' PL
N CLARK ST.
108.97' PD
(R&M)139.00' PL
W SUNNYSIDE AVE.
(R)125.90' PL
(M)136.16' PL
235.08' PD
251.36' PD
SCALE: 1"= 60'
0
60'
120'
N
Gensler + Site
PLANNED DEVELOPMENT PROPERTY LINE AND BOUNDARY MAP
APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025


FINAL FOR PUBLICATION
156.23' PD
(R)111.35' PL
(M)111.82' PL
275.30' PD
(R&M)275.33' PL
(R&M)355.00' PL
PD BOUNDARY - SUB AREA A
NET SITE AREA: 35,132 SF
GROSS SITE AREA: 52,769 SF
394.58' PD
16' PUBLIC ALLEYWAY
(R)96.59' PL
(M)96.66' PL
106.67' PD
N CLARK ST.
(R)75.24' PL
(M)75.30' PL
108.97' PD
(R&M)39.00' PL
W SUNNYSIDE AVE.
78.57' PD
SCALE: 1"= 50'
0
50'
100'
N
PLANNED DEVELOPMENT PROPERTY LINE AND BOUNDARY MAP - SUB AREA A
APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025
Gensler + Site


FINAL FOR PUBLICATION
N CLARK ST.
235.93' PD
(R)192.96' PL
(M)193.97' PL
(R)163.16' PL
(M)163.30' PL
205.96' PD
PD BOUNDARY - SUB AREA B
NET SITE AREA: 20,754
GROSS SITE AREA: 44,366
20' PUBLIC ALLEYWAY
(R)192.00' PL
(M)192.04' PL
235.08' PD
(R)125.90' PL
(M)136.16' PL
172.79' PD
W SUNNYSIDE AVE
PLANNED DEVELOPMENT PROPERTY LINE AND BOUNDARY MAP - SUB AREA B
SCALE : 1"= 50'
0
50'
100'
N
APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025
Gensler + site


FINAL FOR PUBLICATION
PLANNED DEVELOPMENT SITE PLAN - SUB AREA A
APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025
SCALE : 1"= 40'
0
40'
80'
N
Gensler + site
16' PUBLIC ALLEYWAY
W SUNNYSIDE AVE
Retail 1
Retail 2
Plaza
Residential Lobby
Ground Level Parking (18)
Bike (100)
Package
Archives
Loading Area 10'x50'
Literary Cafe
Lobby
RAMP DOWN TO PARKING
LOBBY ENTRY
RETAIL ENTRY
EXISTING PAY BOX
EXISTING NO PARKING SIGN
EXISTING LIGHT POLE (TYP) TO REMAIN
110' EXISTING METERED PARKING (TO REMAIN)
66.0' R.O.W.
PROPOSED WARNING TILES
0' SETBACK AT GROUND LEVEL 2'-0" SETBACK AT 2ND - 5TH FLOOR
0' SETBACK AT GROUND LEVEL 7'-0" SETBACK AT 2ND-5TH FLOOR
10'-0" SETBACK AT 2ND-5TH FLOOR
29'-0" SETBACK
2'-0" SETBACK
5'-0" SETBACK
0' SETBACK
111' - 10"
193' - 9"
275' - 3 1/2"
345' - 8"
70' - 4 1/2"
50' - 0"
15' - 0"
15' - 3 1/2"
14' - 8"
9' - 2"
4.0'
42' ± E.O.C. TO E.O.C.
R10.0'
R5.0'
R15.0'


FINAL FOR PUBLICATION
NOTE: ALL SETBACKS ARE EXISTING. NO SETBACK CHANGES ARE PROPOSED.
SITE PLAN - SUB AREA B
APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
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SCALE : 1"= 40'
0
40'
80'
Gensler + site
EXISTING LIGHT POLE (TYP) TO REMAIN
EXISTING NO PARKING AND TOW ZONE SIGN
EXISTING PAY TO PARK SIGN
EXISTING PAY BOX
EXISTING DRIVEWAY TO REMAIN
0'-0" SETBACK
EXISTING STRIPED METERED STREET PARKING
EXISTING NO PARKING AND PAY AT PAY BOX SIGN
EXISTING LOADING ZONE TO REMAIN)
EXISTING NO PARKING AND PAY AT PAY BOX SIGN
EXISTING LIGHT POLE (TYP) TO REMAIN
CROSSWALKS & STOP BARS (TO BE REFRESHED)
EXISTING ADA RAMP AND WARNING TILE (TYP) TO REMAIN
EXISTING 2-STORY MASONRY BUILDING 4440 N. CLARK ST. (SOUTH BUILDING)
18' PUBLIC ALLEY
20' LOADING ZONE (NO PARKING)
ENTRANCE
EXISTING FIRE HYDRANT TO REMAIN AND BE ACCESSIBLE, VISIBLE, AND PROTECTED AT ALL TIMES
EXISTING STOP SIGN
PROPOSED WARNING TILES
WEST SUNNYSIDE AVE
80.0' R.O.W.
23'-1/2" SETBACK
0'-0" SETBACK
EXIT
69' - 9 7/8"
40' - 9 7/8"
6' - 1"
21' - 11"
100' - 11 7/8"
11.0'
163' - 3 5/8"
100' - 6 3/8"
169' - 4 1/4"
68' - 9 7/8"
141' - 4 3/4"
87' - 3 5/8"
45' - 3/4"
8' - 3/8"
R15.0'
R10.0'
R5.0'
31.2'
23.1'

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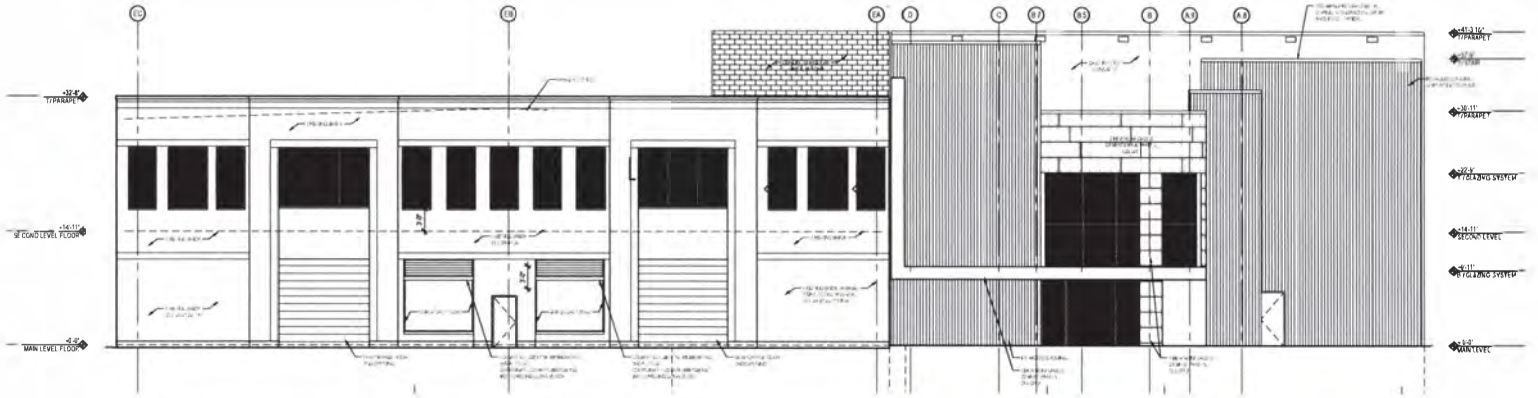
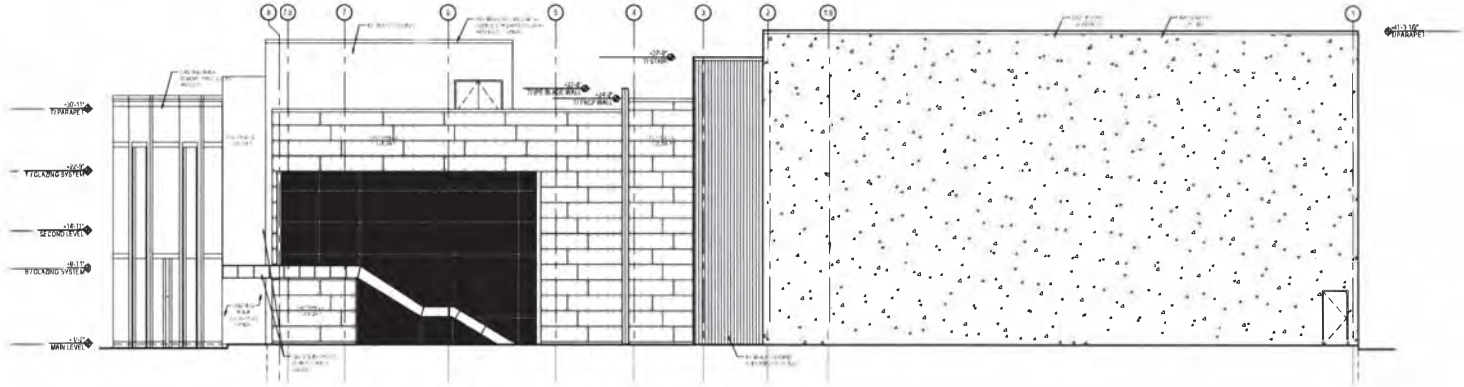


EAST ELEVATION



NORTH ELEVATION

BUILDING ELEVATIONS - SUB AREA B

SCALE : 1"= 20'

0 20' 40'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
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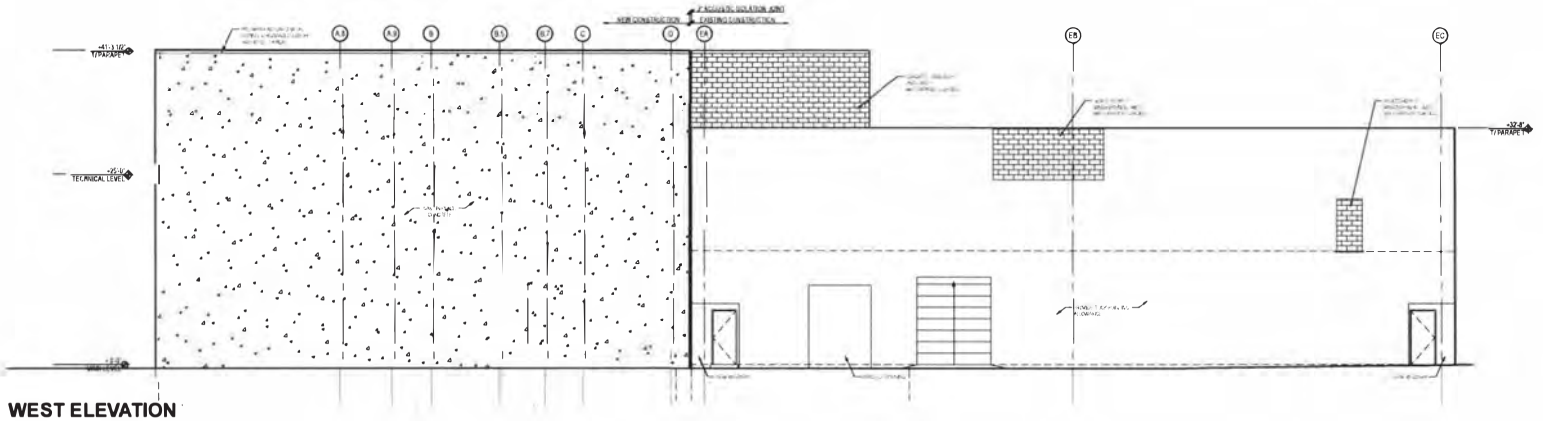

WEST ELEVATION

NOTE: There is no visible South Elevation as it is entirely blocked by the neighboring building.

SOUTH ELEVATION

BUILDING ELEVATIONS - SUB AREA B

SCALE : 1"= 20'

0 20' 40'

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EXISTING PLANT SCHEDULE

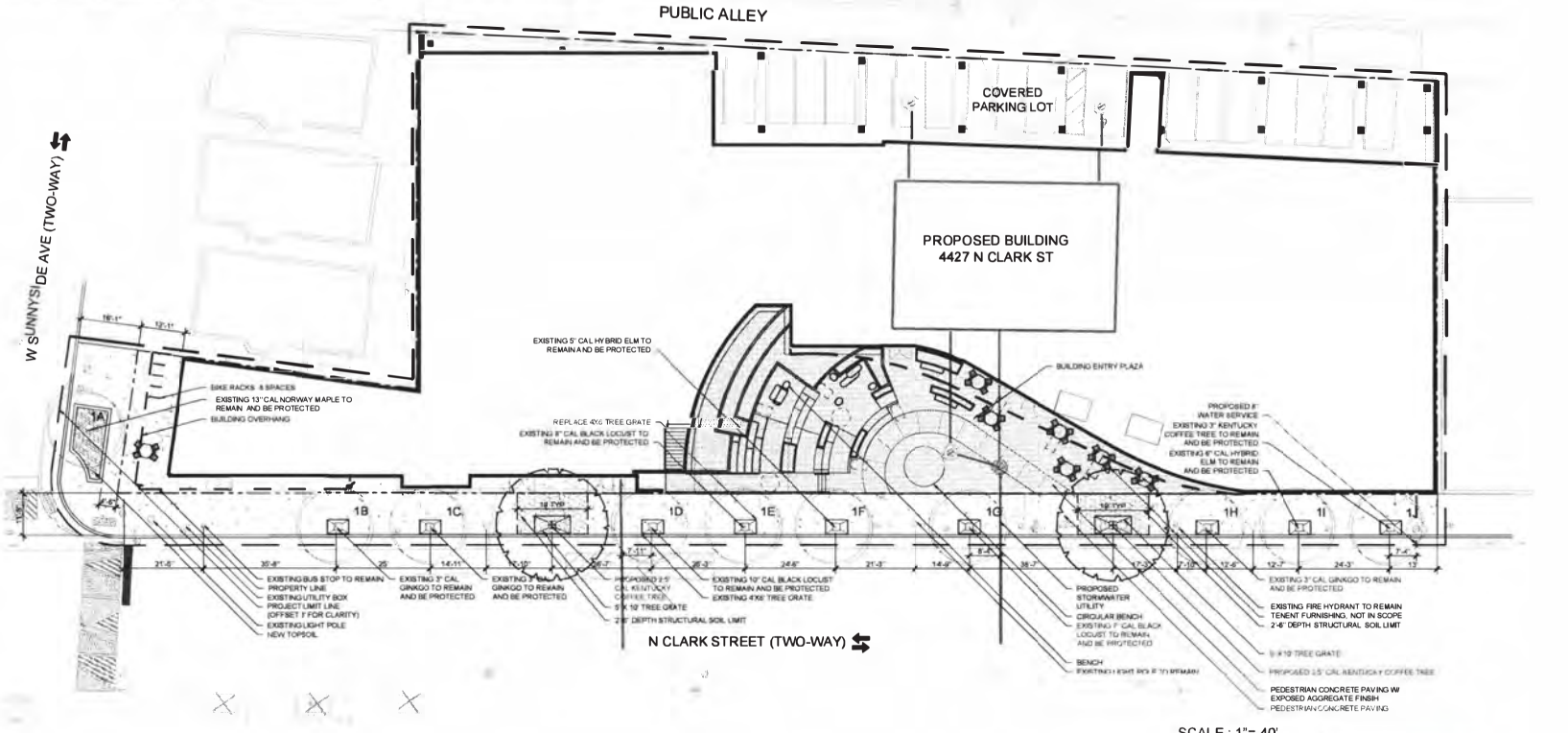
CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONDITION	REMARKS
SHADE TREES					
1A	Acer platanoides	Norway Maple	13" cal	Fair	To remain and be protected
1B	Ginkgo biloba	Ginkgo	3" cal	Fair	To remain and be protected
1C	Ginkgo biloba	Ginkgo	3" cal	Fair	To remain and be protected
1D	Robinia pseudoacacia	Black Locust	10" cal	Good	To remain and be protected
1E	Robinia pseudoacacia	Black Locust	8" cal	Fair	To remain and be protected
1F	Ulmus X	Hybrid Elm	5" cal	Fair	To remain and be protected
1G	Robinia pseudoacacia	Black Locust	7" cal	Poor	To remain and be protected
1H	Ginkgo biloba	Ginkgo	3" cal	Good	To remain and be protected
1I	Ulmus X	Hybrid Elm	6" cal	Fair	To remain and be protected
1J	Gynocladus dioicus	Kentucy Coffeetree	3" cal	Fair	To remain and be protected

PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE	REMARKS
SHADE TREES						
GD EK	2	Gymnocladus dioicus 'Espresso'	Espresso Kentucky Coffee Tree	B&B	2.5" cal	Matching heads

NOTE
1. ALL REQUIRED LANDSCAPING WITHIN PUBLIC RIGHT-OF-WAY TO BE REPLACED, IF NEEDED, FOR A MINIMUM OF FIVE (5) YEARS BY THE ORIGINAL APPLICANT AND ANY SUBSEQUENT OWNERS
2. NEW TOPSOIL IS REQUIRED THROUGHOUT THE FULLEST DIMENSIONS OF ALL AFOREMENTIONED PLANTERS OR PARKWAY 2'-6" DEEP. ALL CONSTRUCTION SPILL SUCH AS DEBRIS, GARBAGE, BARRICADES, LIMESTONE, BLACK TOP, AND ALL OTHER NON- TOPSOIL ITEMS MUST BE REMOVED FROM EACH PLANTER PRIOR TO SOIL INSTALLATION.
3. STRUCTURAL SOIL IS REQUIRED AND SHALL BE CONTINUOUS FROM THE CURB TO THE PROPERTY LINE UNDER ALL PAVED SURFACES WHERE NEW PARKWAY TREES ARE PROPOSED
4. ALL GRATED AT GRADE PLANTERS WILL BE 4'X6' WITH A 2.4' OPENING SET AT BACK OF CURB. GRATE PANELS MAY BE SECURED TOGETHER FROM BOTTOM SIDE OF EACH PANEL THROUGH THE BOLT LUGS AND MANUFACTURER'S 1/2" BOLTING HARDWARE. 4" LAYER OF 1" BLACK LAVA ROCK INSTALLED THROUGHOUT THE GRATE OPENING AND THE FULLEST DIMENSIONS OF THE AT GRADE PLANTER IS REQUIRED. LEAVE NO VOIDS BETWEEN SOIL AND GRATE

NOTES FOR CSDP REVIEW
THE PROJECT INTENDS TO MEET THE FOLLOWING LANDSCAPE AND GREEN INFRASTRUCTURE CREDITS
1.1 C.1 GREEN ROOF >50%
1.2 C.1 COMPLIANCE DOCUMENTATION
a. A ROOF PLAN EXHIBIT ILLUSTRATING WHERE THE VEGETATION WILL BE LOCATED, AS WELL AS A TABLE DOCUMENTING THE FOLLOWING PROJECT DETAILS 1. GROSS ROOF AREA
b. ELIGIBLE AREAS BEING SUBTRACTED FROM THE GROSS ROOF AREA (AREA USED FOR MECHANICAL SYSTEMS, MAINTENANCE PATHWAYS, WINDOW WASHING SYSTEMS, SWIMMING POOLS AND SKYLIGHTS)
c. NET ROOF AREA
d. AREA BEING USED AS HARDSCAPE, WHERE APPROPRIATE
e. A COMPLETE PLANT LIST
f. ALSO REQUIRED IS A COPY OF A MAINTENANCE AGREEMENT/CONTRACT FOR THE GREEN ROOF FOR A MINIMUM OF TWO YEARS OR A LETTER FROM THE PROJECT DEVELOPER/OWNER THAT INCLUDES A NARRATIVE OF HOW THE ROOF WILL BE MAINTAINED FOR A MINIMUM OF TWO YEARS
2.1 C.4 NATIVE LANDSCAPES
2.2 COMPLIANCE DOCUMENTATION
a. A LANDSCAPE PLAN THAT INCLUDES A PLANTING SCHEDULE, INDICATES WHETHER EACH SPECIES IS NATIVE AND PROVIDES A CALCULATION TO DEMONSTRATE COMPLIANCE. 60% OF THE SPECIES TYPES MUST BE NATIVE (STRAIGHT SPECIES OR CULTIVARS) AND THE LANDSCAPE PLAN SHALL PROVIDE AT LEAST THREE OF THE FOLLOWING PLANT TYPES: TREES, SHRUBS, FORBS AND/OR GRAMINOIDS (EXCLUDING TURF GRASS).
3.1 C.5 TREE HEALTH
3.2 COMPLIANCE DOCUMENTATION
a. A LANDSCAPE PLAN DETAILING HOW THE CRITERIA HAVE BEEN MET. EACH PROPOSED TREE SHALL HAVE A MINIMUM PLANTING AREA DEPTH OF 2.5 FEET AND A MINIMUM OF 500 CUBIC FEET OF SOIL VOLUME (NOTE: WHEN TREES ARE PLANTED TOGETHER, THEY CAN SHARE SOIL VOLUMES AND OVERLAP UP TO 33%, WITH EACH TREE HAVING A MINIMUM SOIL VOLUME OF 300 CUBIC FEET.)
4.1 C.7 NON-TOXIC PAVEMENT SEALANTS
4.2 COMPLIANCE DOCUMENTATION
a. A SIGNED LETTER FROM THE OWNER OR TENANT COMMITTING TO COMPLIANCE WITH A NARRATIVE HOW COMPLIANCE WILL BE ACHIEVED. THE PROJECT SHALL NOT USE USE COAL TAR-BASED SEALANTS, OR ANY PAVEMENT SEALANT PRODUCTS THAT CONTAIN > 0.1% POLYCYCLIC AROMATIC HYDROCARBONS (PAHS) BY WEIGHT OR 1,000 PARTS PER MILLION (PPM)



SCALE : 1"= 40'

0 40' 80'

LANDSCAPE PLAN - SUB AREA A

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Gensler + Site

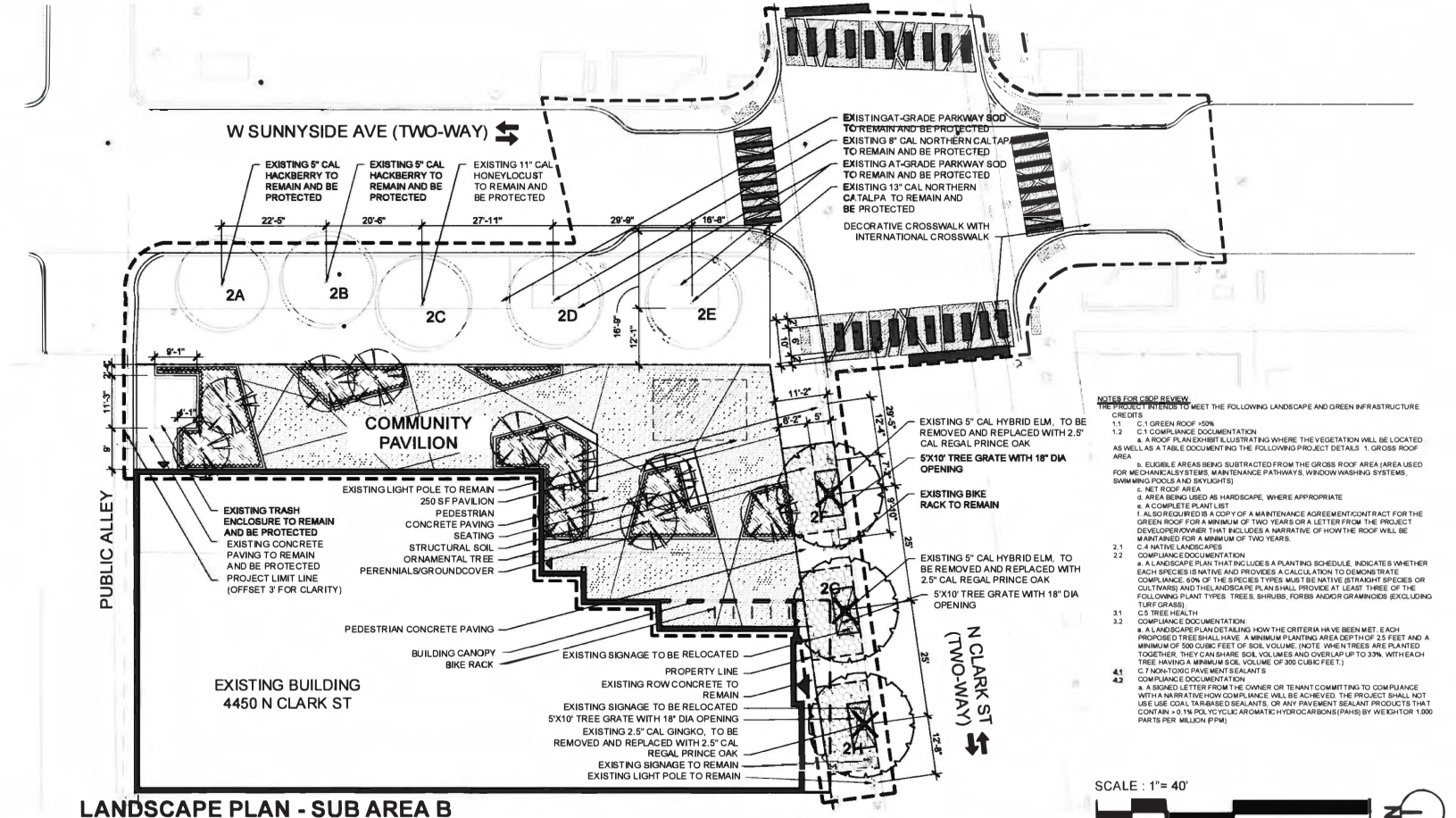
24864 JOURNAL--CITY COUNCIL--CHICAGO 2/19/2025

FINAL FOR PUBLICATION

EXISTING PLANT SCHEDULE					
CODE		COMMON NAME	SIZE		REMARKS
SHADE TREES					
2A	Celtis occidentalis	Hackberry	5" cal.	Good	To remain and be protected
2B	Celtis occidentalis	Hackberry	5" cal.	Fair	To remain and be protected
2C	Gleditsia triancanthos	Honeylocust	11" cal.	Good	To remain and be protected
2D	Catalpa Speciosa	Northern Catalpa	8" cal.	Fair	To remain and be protected
2E	Catalpa Speciosa	Northern Catalpa	13" cal.	Fair	To remain and be protected
2F	Ulmus X	Hybrid Elm	5" cal.	Dead	To be removed and replaced
2G	Ulmus X	Hybrid Elm	5" cal.	Poor	To be removed and replaced
2H	Ginkgo biloba	Gingko	2.5" cal.	Poor	To be removed and replaced

NOTE:
1. ALL REQUIRED LANDSCAPING WITHIN PUBLIC RIGHT-OF-WAY TO BE REPLACED, IF NEEDED, FOR A MINIMUM OF FIVE (5) YEARS BY THE ORIGINAL APPLICANT AND ANY SUBSEQUENT OWNERS.
2. NEW TOPSOIL IS REQUIRED THROUGHOUT THE FULLEST DIMENSIONS OF ALL AFOREMENTIONED PLANTERS OR PARKWAY 2'-6" DEEP. ALL CONSTRUCTION SPILL SUCH AS DEBRIS, GARBAGE, BARRICADES, LIMESTONE, BLACK TOP, AND ALL OTHER NON- TOPSOIL ITEMS MUST BE REMOVED FROM EACH PLANTER PRIOR TO SOIL INSTALLATION.
3. STRUCTURAL SOIL IS REQUIRED AND SHALL BE CONTINUOUS FROM THE CURB TO THE PROPERTY LINE UNDER ALL PAVED SURFACES WHERE NEW PARKWAY TREES ARE PROPOSED
3. ALL PROPOSED GRATED AT GRADE PLANTERS WILL BE 5'X10'WITH A 18" OPENING SET AT BACK OF CURB. GRATE PANELS MAY BE SECURED TOGETHER FROM BOTTOM SIDE OF EACH PANEL THROUGH THE BOLT LUGS AND MANUFACTURER'S 1/2" BOLTING HARDWARE. 4" LAYER OF 1" BLACK LAVA ROCK INSTALLED THROUGHOUT THE GRATE OPENING AND THE FULLEST DIMENSIONS OF THE AT GRADE PLANTER IS REQUIRED. LEAVE NO VOIDS BETWEEN SOIL AND GRATE.

NOTE TO REVIEWER:
1. FASTIGIATE TREE SPECIES SPECIFIED DUE TO LIMITED SPACE AND PROXIMITY TO OVERHEAD BUILDING CANOPY



NOTES FOR CSDP REVIEW:
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1.2 C.1 COMPLIANCE DOCUMENTATION
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c. NET ROOF AREA
d. AREA BEING USED AS HARDSCAPE, WHERE APPROPRIATE
e. A COMPLETE PLANT LIST
f. ALSO REQUIRED IS A COPY OF A MAINTENANCE AGREEMENT/CONTRACT FOR THE GREEN ROOF FOR A MINIMUM OF TWO YEARS OR A LETTER FROM THE PROJECT DEVELOPER/OWNER THAT INCLUDES A NARRATIVE OF HOW THE ROOF WILL BE MAINTAINED FOR A MINIMUM OF TWO YEARS.
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LANDSCAPE PLAN - SUB AREA B

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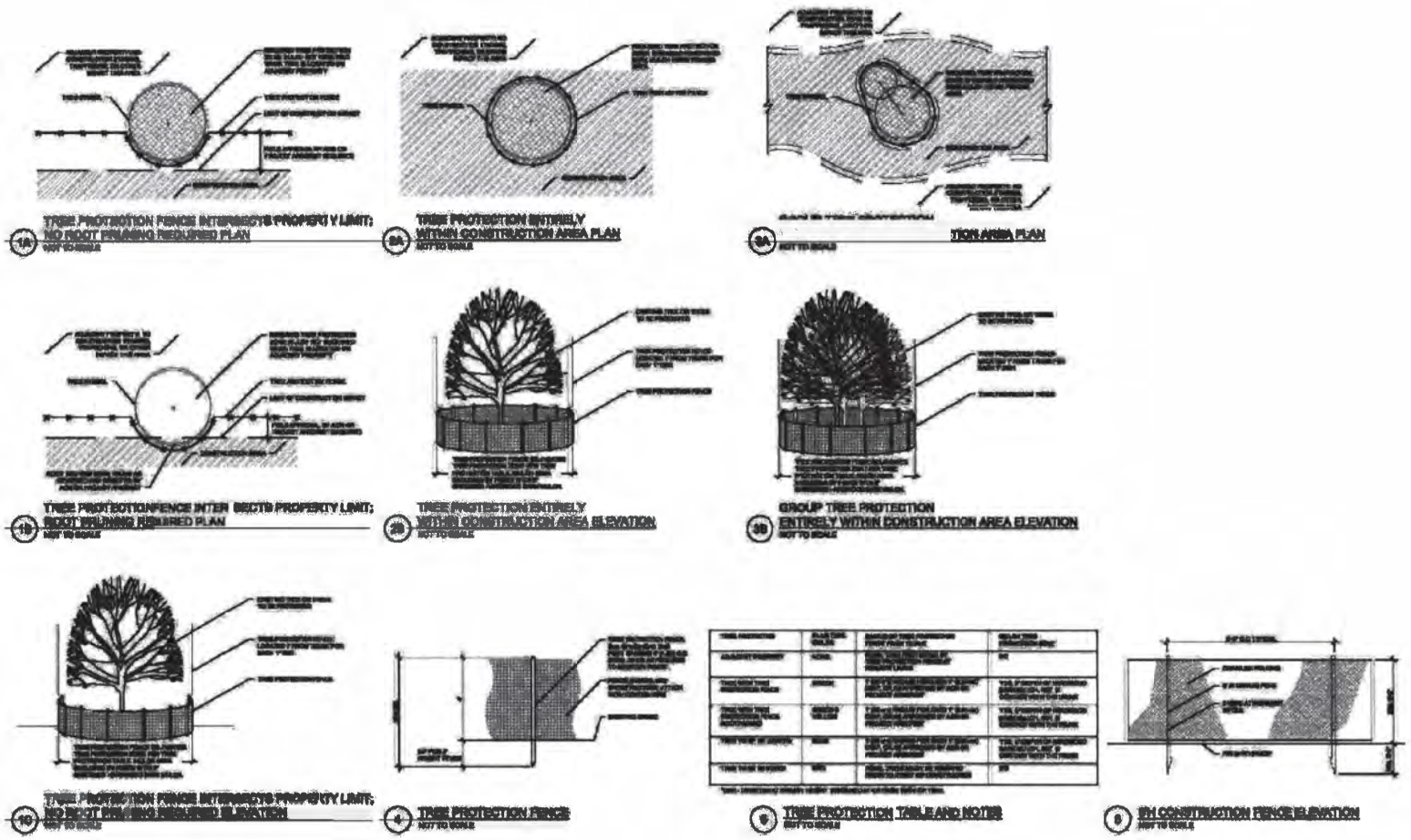

TREE PRESERVATION DETAILS

NOT TO SCALE

0 0' 0"

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2/19/2025

REPORTS OF COMMITTEES

24867

NOTES:
1. PROPOSED MFR AND PRODUCT DIMENSIONS, SEE HARDSCAPE SCHEDULE.
   1.1. TREE GRATE SHALL BE STAMPED W/ *'CITY OF CHICAGO'* 5/8"H ON ALL PANELS
   1.2. TREE GRATE SHALL BE SECURED TOGETHER W/ BOLTS BELOW THE GRATE TO PREVENT VANDALISM.
2. NEW TOPSOIL IS REQUIRED THROUGHOUT THE FULLEST DIMENSIONS OF ALL AFOREMENTIONED PLANTERS OR PARKWAY 2'6" DEEP. ALL CONSTRUCTION SPILL SUCH AS DEBRIS, GARBAGE, BARRICADES, LIMESTONE, BLACK TOP, AND ALL OTHER NON- TOPSOIL ITEMS MUST BE REMOVED FROM EACH PLANTER PRIOR TO SOIL INSTALLATION
3. STRUCTURAL SOIL IS REQUIRED AND SHALL BE CONTINUOUS FROM THE CURB TO THE PROPERTY LINE UNDER ALL PAVED SURFACES WHERE NEW PARKWAY TREES ARE PROPOSED
4. ALL NEW PARKWAY TREES ARE TO RECEIVE 5'X10' TREE GRATES WITH 18" OPENING, SET AT THE BACK OF THE CURB. GRATE PANELS ARE TO BE SECURED TOGETHER FROM THE BOTTOM SIDE OF EACH PANEL THROUGH THE BOLT LUGS AND 1/3" BOLTING HARDWARE SUPPLIED BY THE MANUFACTURER. INSTALL 4" LAYER OF BLACK LAVA ROCK THROUGH THE FULLEST DIMENSION OF THE TREE GRATE. LEAVE NO VOIDS BETWEEN THE SOIL AND THE TREE GRATE.

NOTES:
1. PROPOSED MFR AND PRODUCT DIMENSIONS, SEE HARDSCAPE SCHEDULE.
   1.1. TREE GRATE SHALL BE STAMPED W/ *'CITY OF CHICAGO'* 5/8"H ON ALL PANELS
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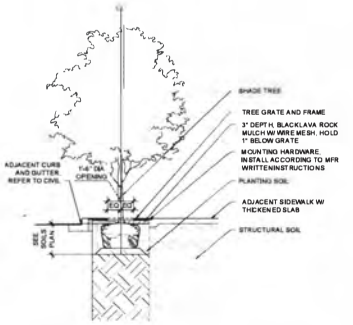
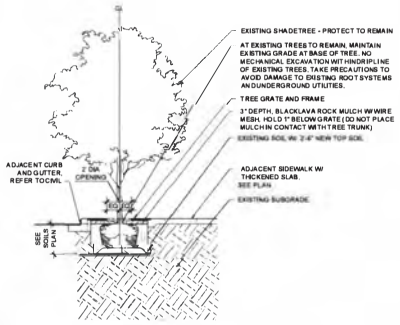
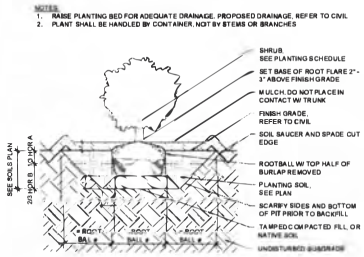
3. EXISTING TREES WITH MISSING TREE GRATES ARE TO RECEIVE REPLACEMENT 4'X6' TREE GRATES WITH 24" OPENING, SET IN THE EXISTING OPENING. GRATE PANELS ARE TO BE SECURED TOGETHER FROM THE BOTTOM SIDE OF EACH PANEL THROUGH THE BOLT LUGS AND 1/3" BOLTING HARDWARE SUPPLIED BY THE MANUFACTURER. INSTALL 4" LAYER OF BLACK LAVA ROCK THROUGH THE FULLEST DIMENSION OF THE TREE GRATE. LEAVE NO VOIDS BETWEEN THE SOIL AND THE TREE GRATE.



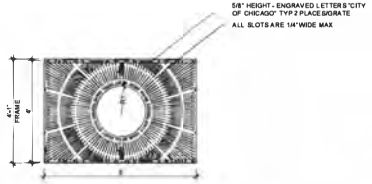
1 SHADE TREE WITHIN PARKWAY GRATE SECTION
NTS



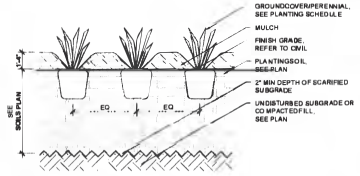
2 EXISTING SHADE TREE IN PARKWAY GRATE SECTION
NTS



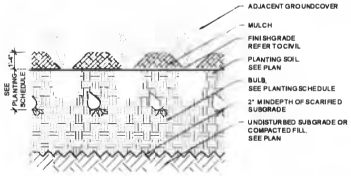
3 SHRUB SECTION
NTS



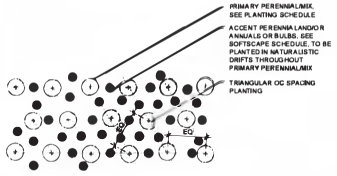
7 TREE GRATE (FOR EXISTING TREE)
NTS



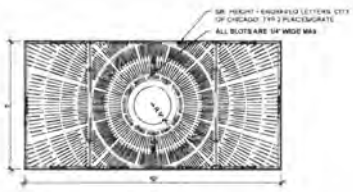
4 GROUNDCOVER/PERENNIAL SECTION
NTS



5 BULB SECTION
NTS



6 GROUNDCOVER INTERPLANTING PLAN
NTS



8 TREE GRATE (FOR PROPOSED TREE)
NTS

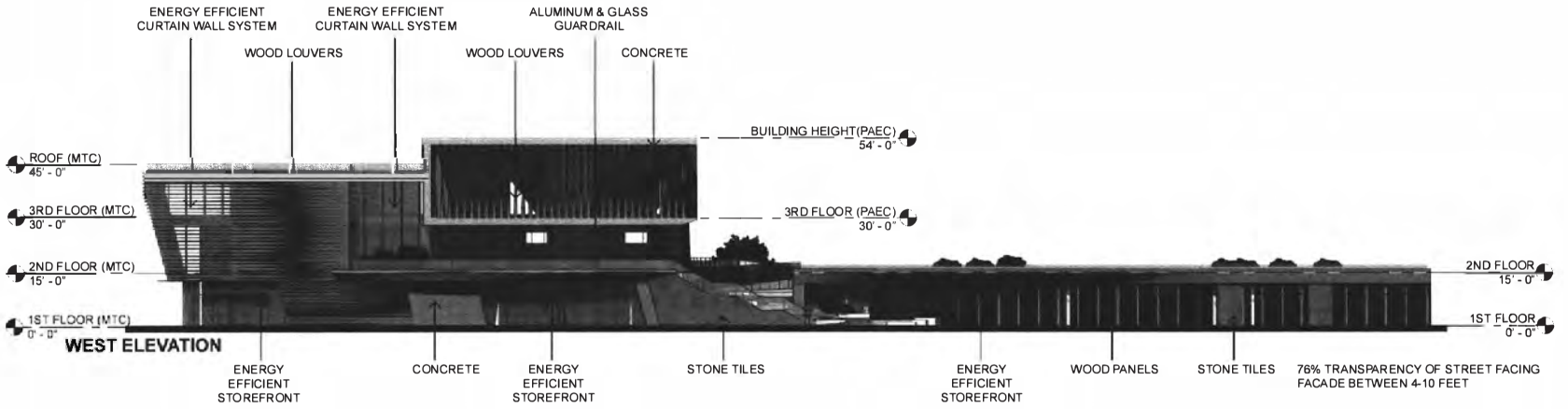
PLANTING DETAILS

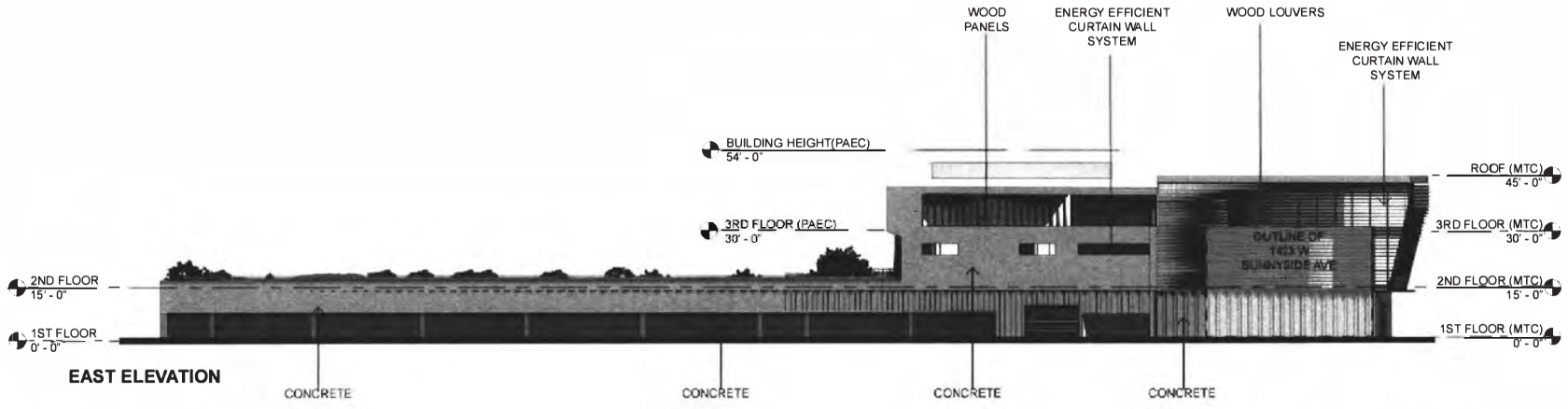
NOT TO SCALE
0 0' 0'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site

FINAL FOR PUBLICATION





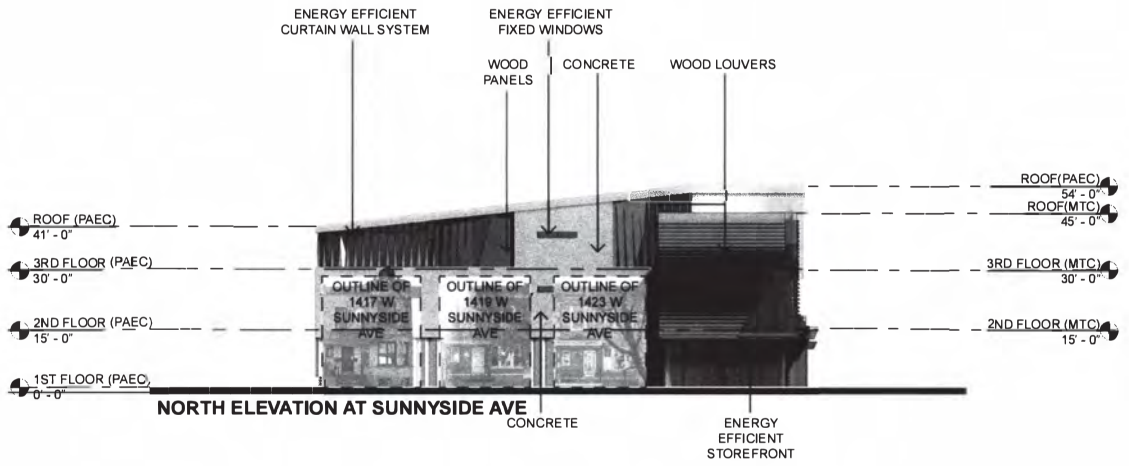
BUILDING ELEVATIONS - SUB AREA A - PHASE 1

SCALE : 1"= 40'

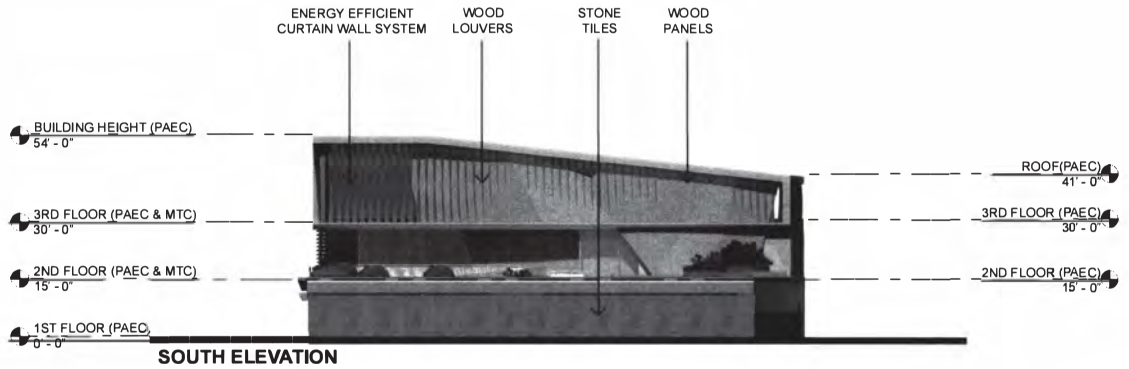
0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site



NORTH ELEVATION AT SUNNYSIDE AVE



SOUTH ELEVATION

BUILDING ELEVATIONS - SUB AREA A - PHASE 1

SCALE : 1"= 40'

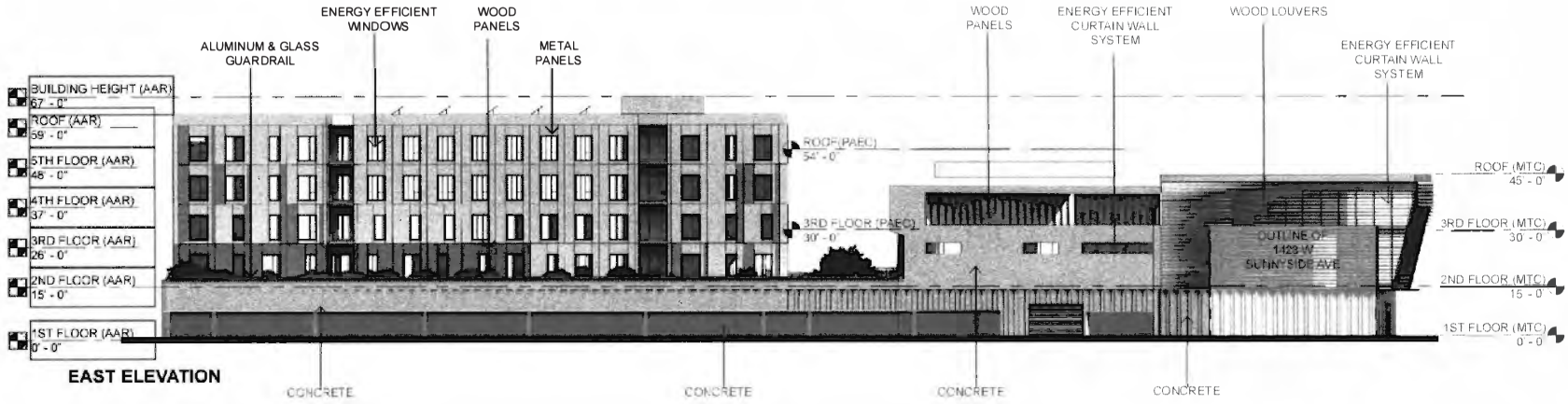
0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site

FINAL FOR PUBLICATION





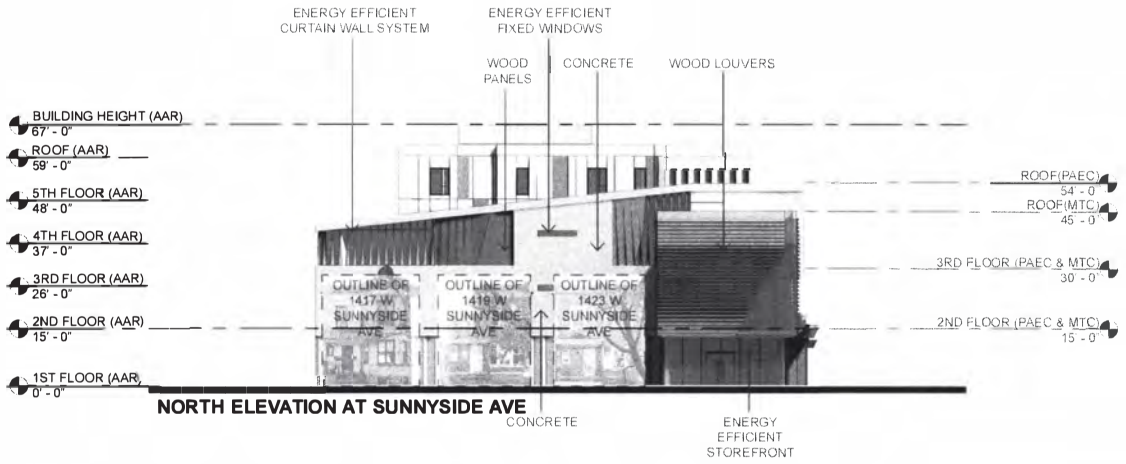
BUILDING ELEVATIONS - SUB AREA A - PHASE 2

SCALE : 1"= 40'

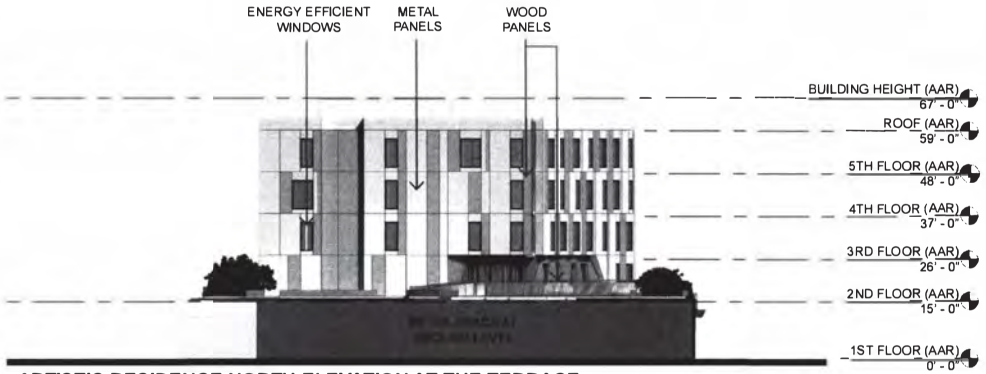
0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site



NORTH ELEVATION AT SUNNYSIDE AVE



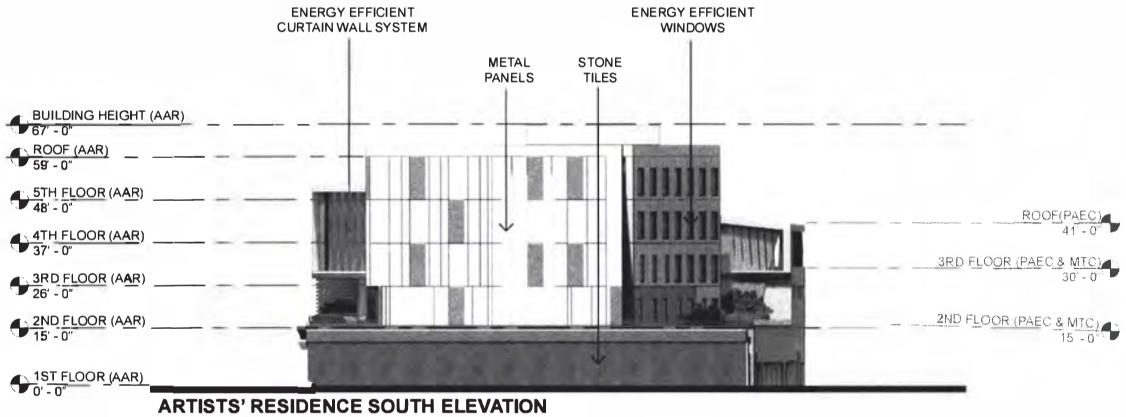
ARTIST'S RESIDENCE NORTH ELEVATION AT THE TERRACE

BUILDING ELEVATIONS - SUB AREA A - PHASE 2



APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site



ARTISTS' RESIDENCE SOUTH ELEVATION



PERFORMANCE ARTS EDUCATION CENTER SOUTH ELEVATION AT THE TERRACE

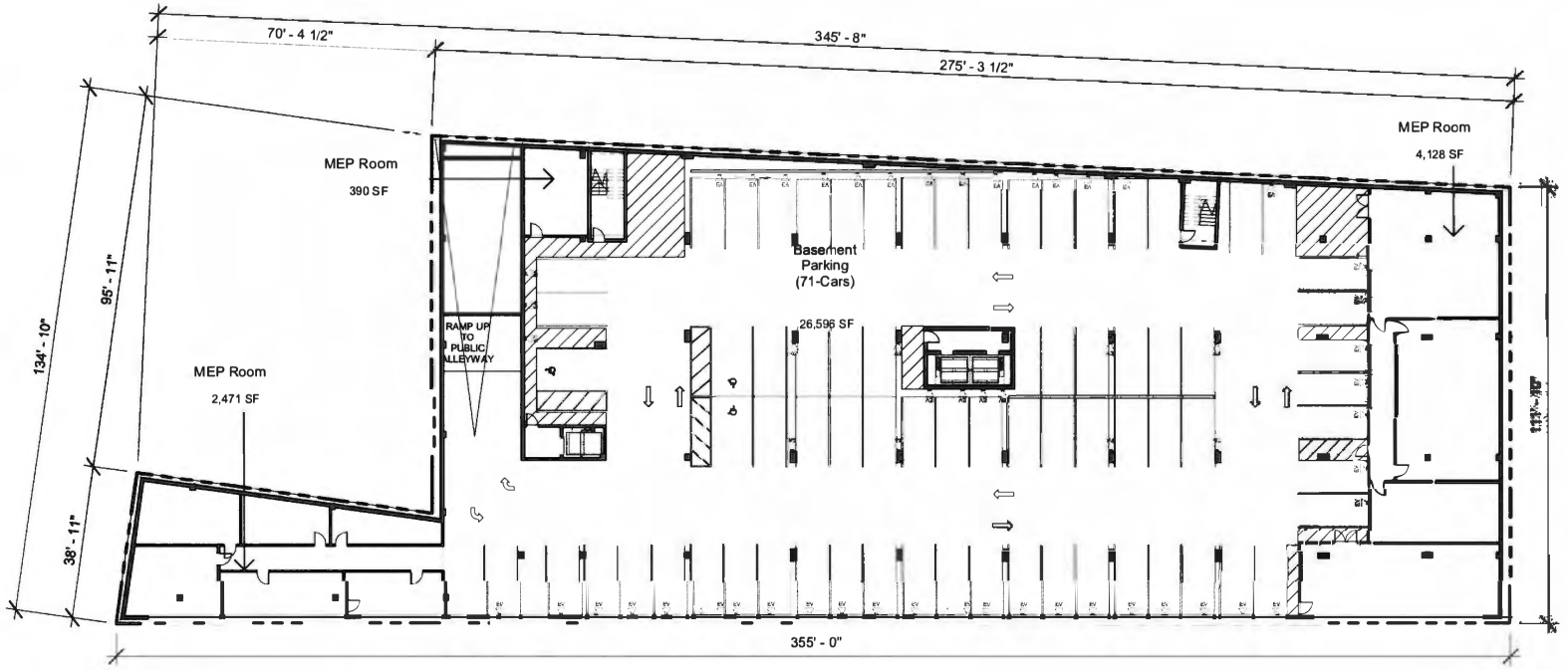
BUILDING ELEVATIONS - SUB AREA A - PHASE 2

SCALE : 1"= 40'

0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site



BASEMENT LEVEL PARKING PLAN - SUB AREA A - PHASE 1

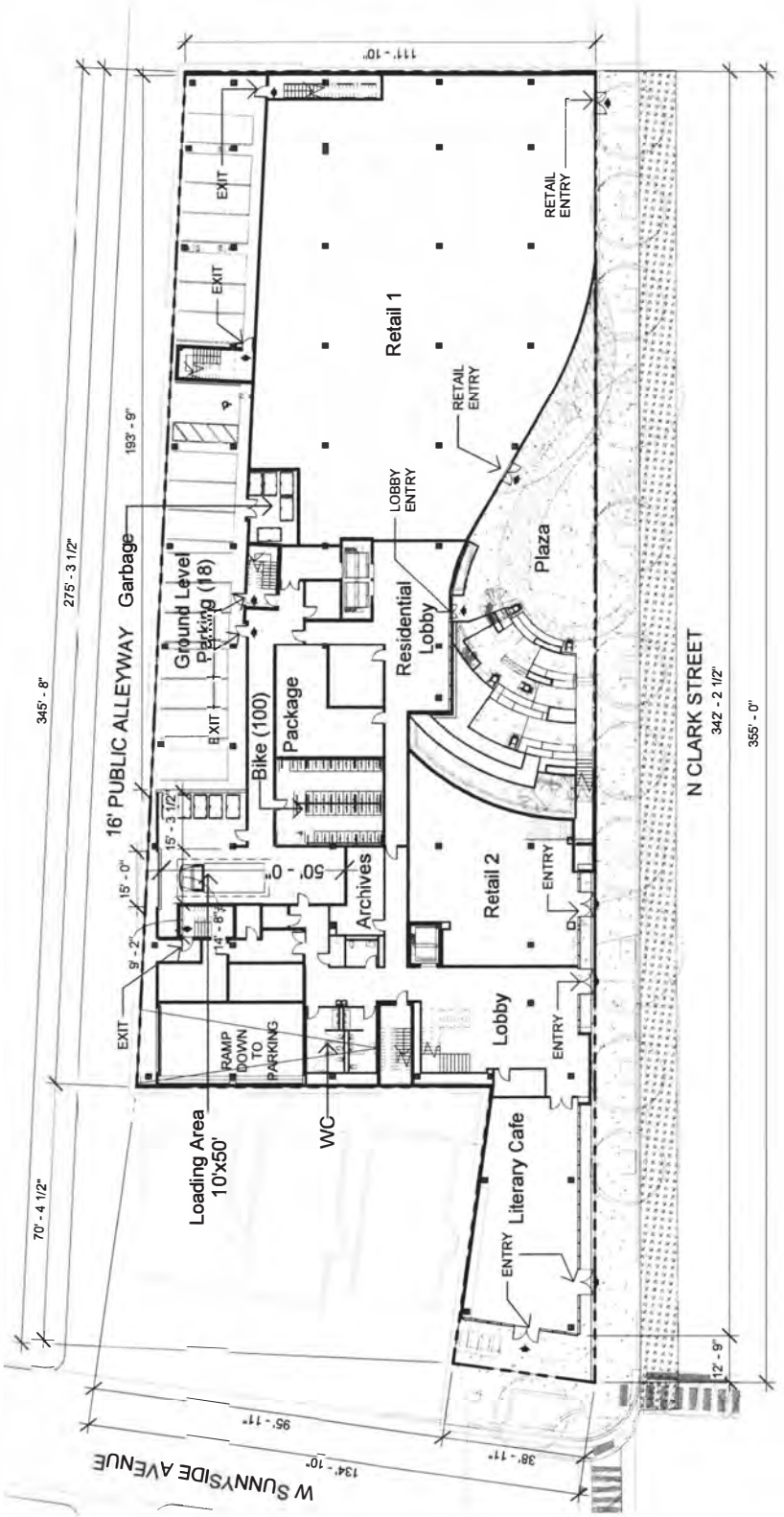
SCALE : 1"= 40'

0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site

FINAL FOR PUBLICATION



SCALE : 1"= 40'

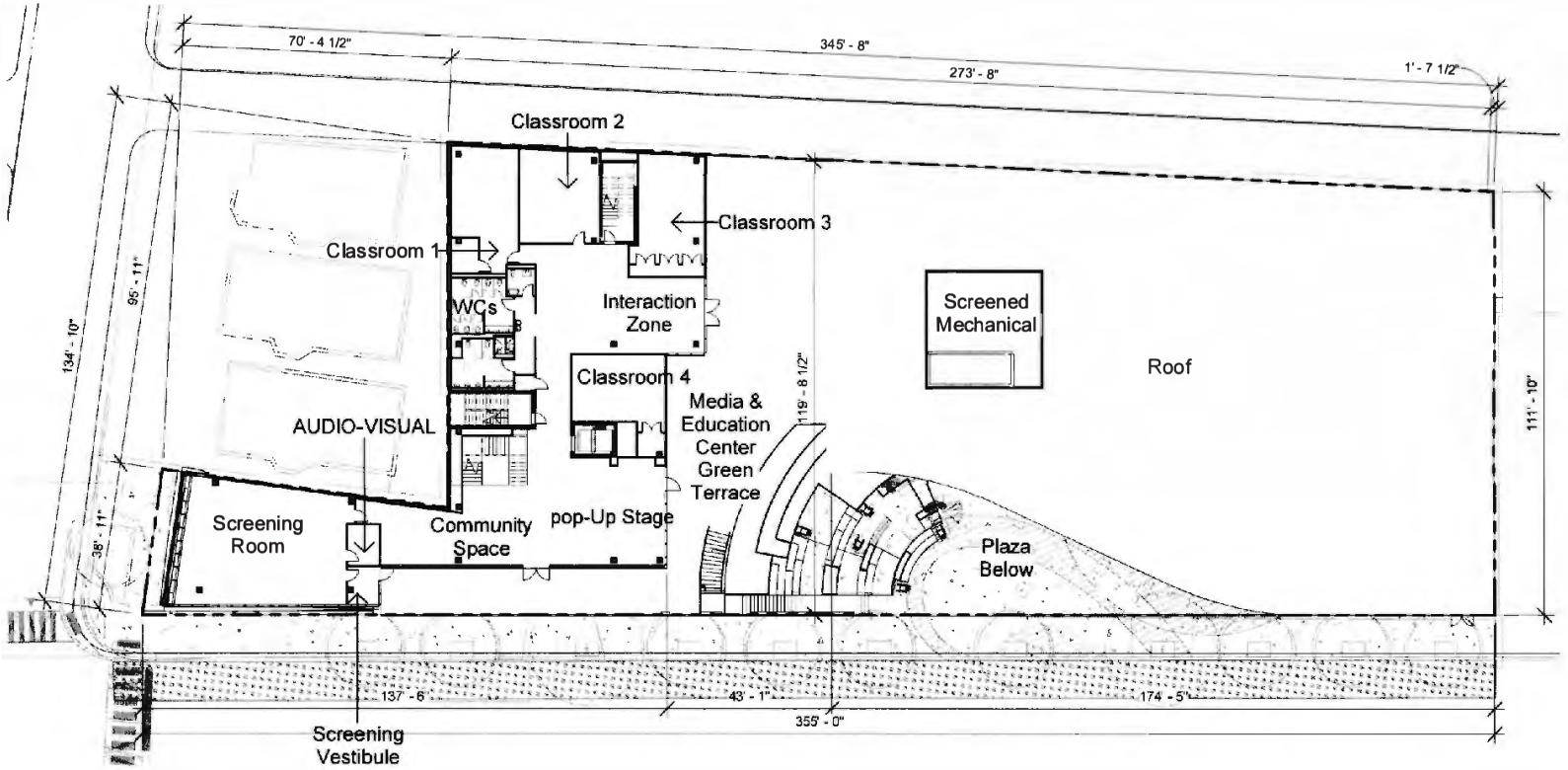
0 40' 80'

N

Gensler + site

FIRST FLOOR PLAN - SUB AREA A - PHASE 1

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025



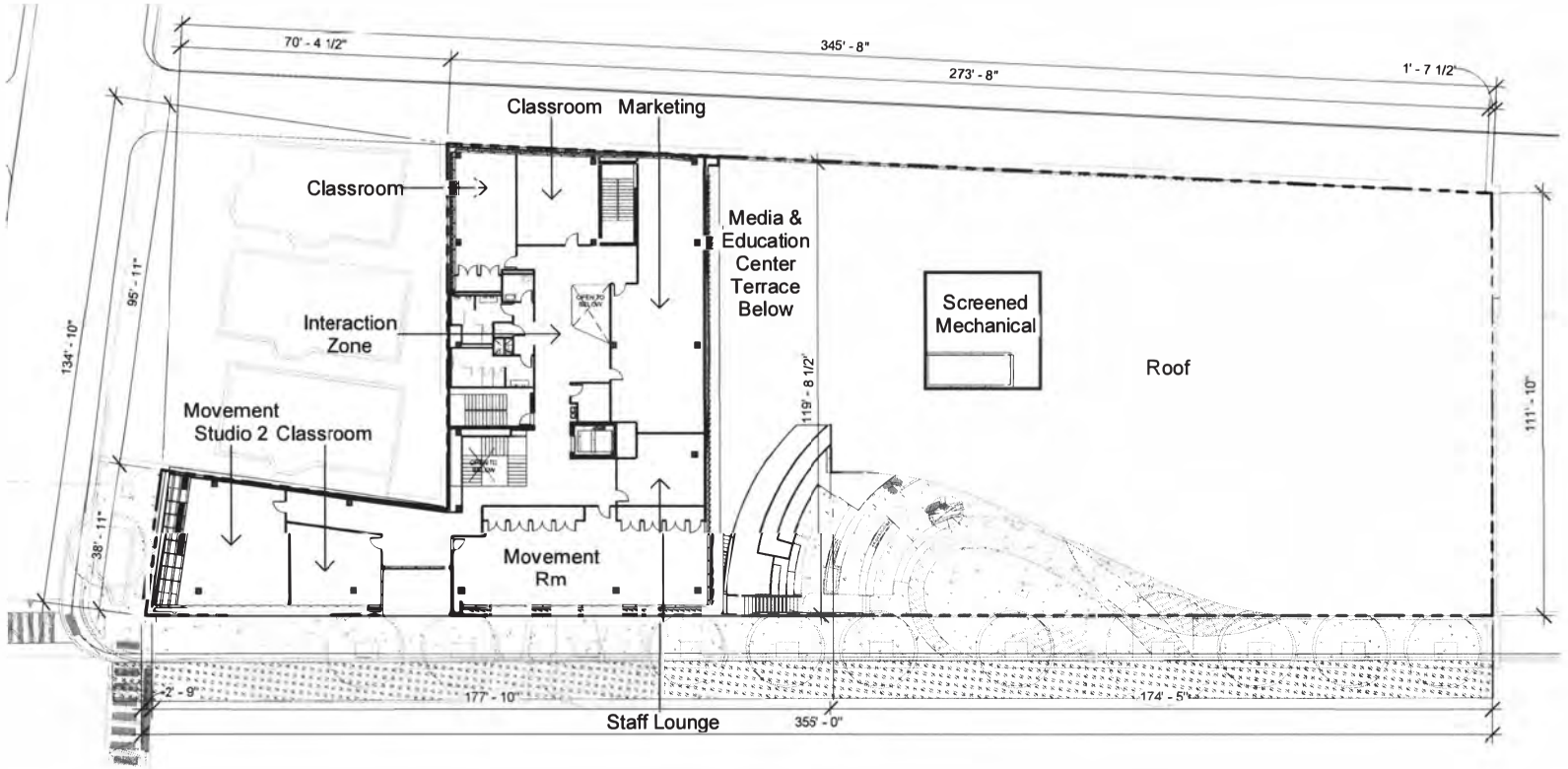
SECOND FLOOR PLAN - SUB AREA A - PHASE 1

SCALE : 1"= 40'

0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + sile



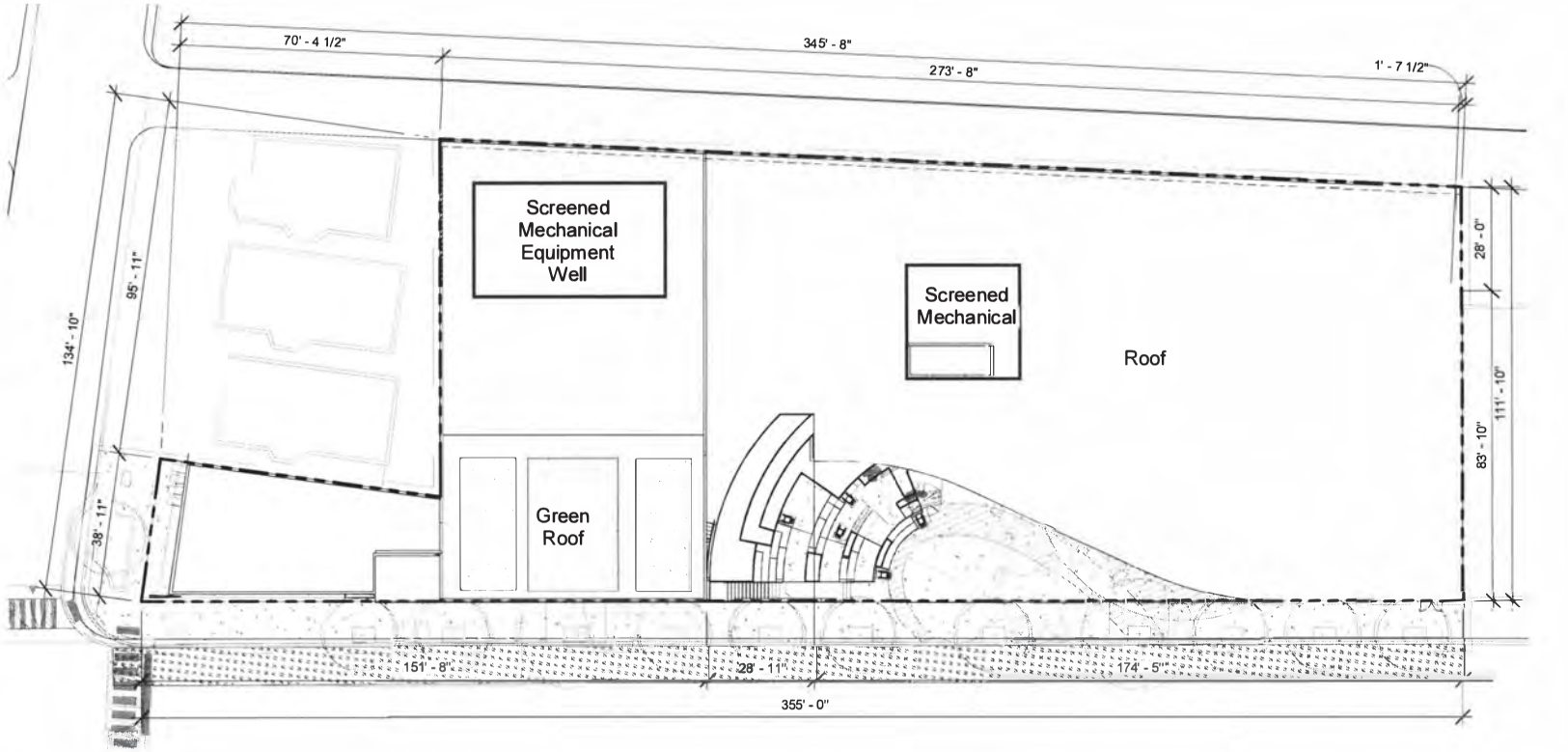
THIRD FLOOR PLAN - SUB AREA A - PHASE 1

SCALE : 1"= 40'

0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site



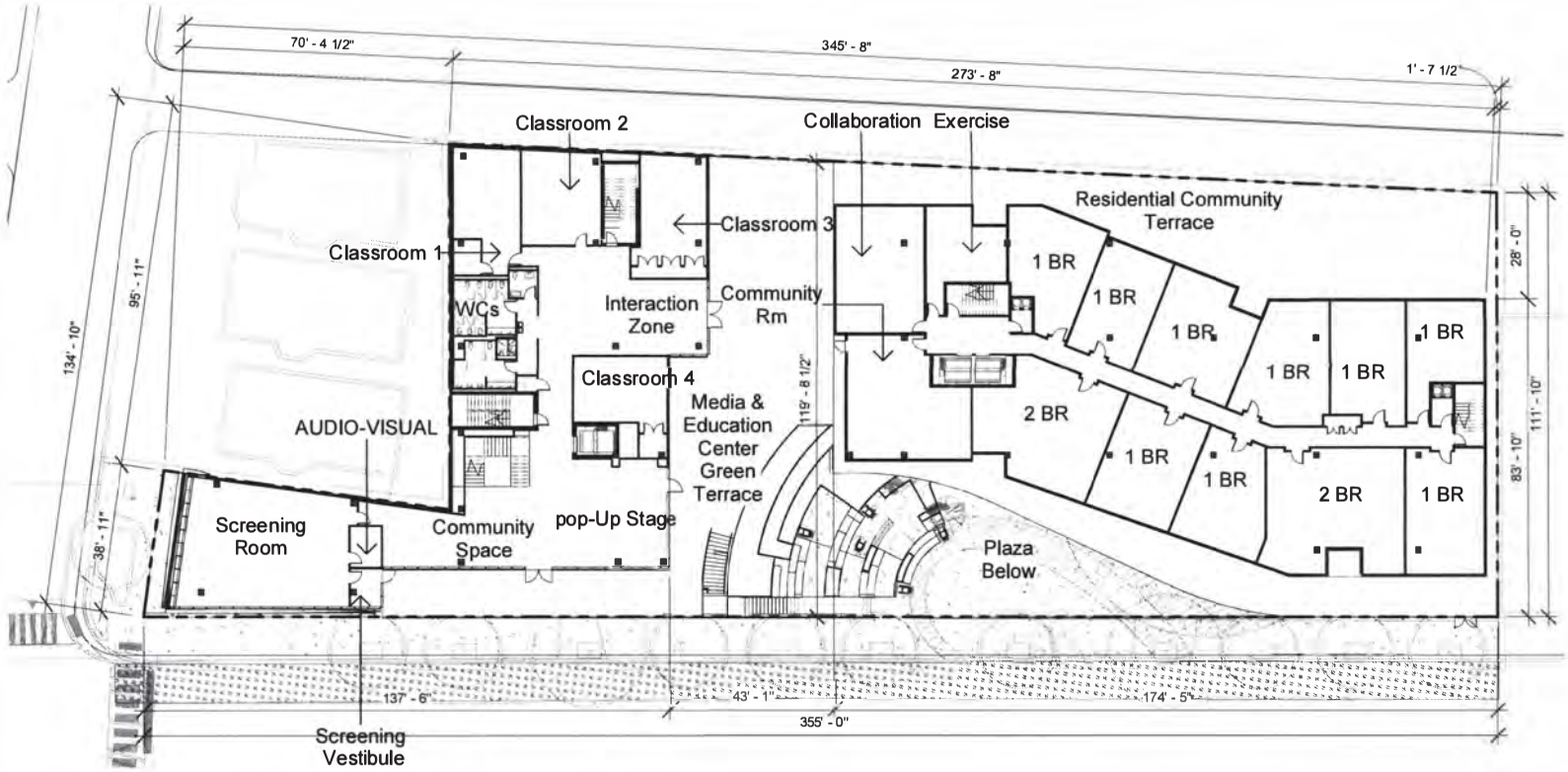
ROOF PLAN - SUB AREA A - PHASE 1

SCALE : 1"= 40'

0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site



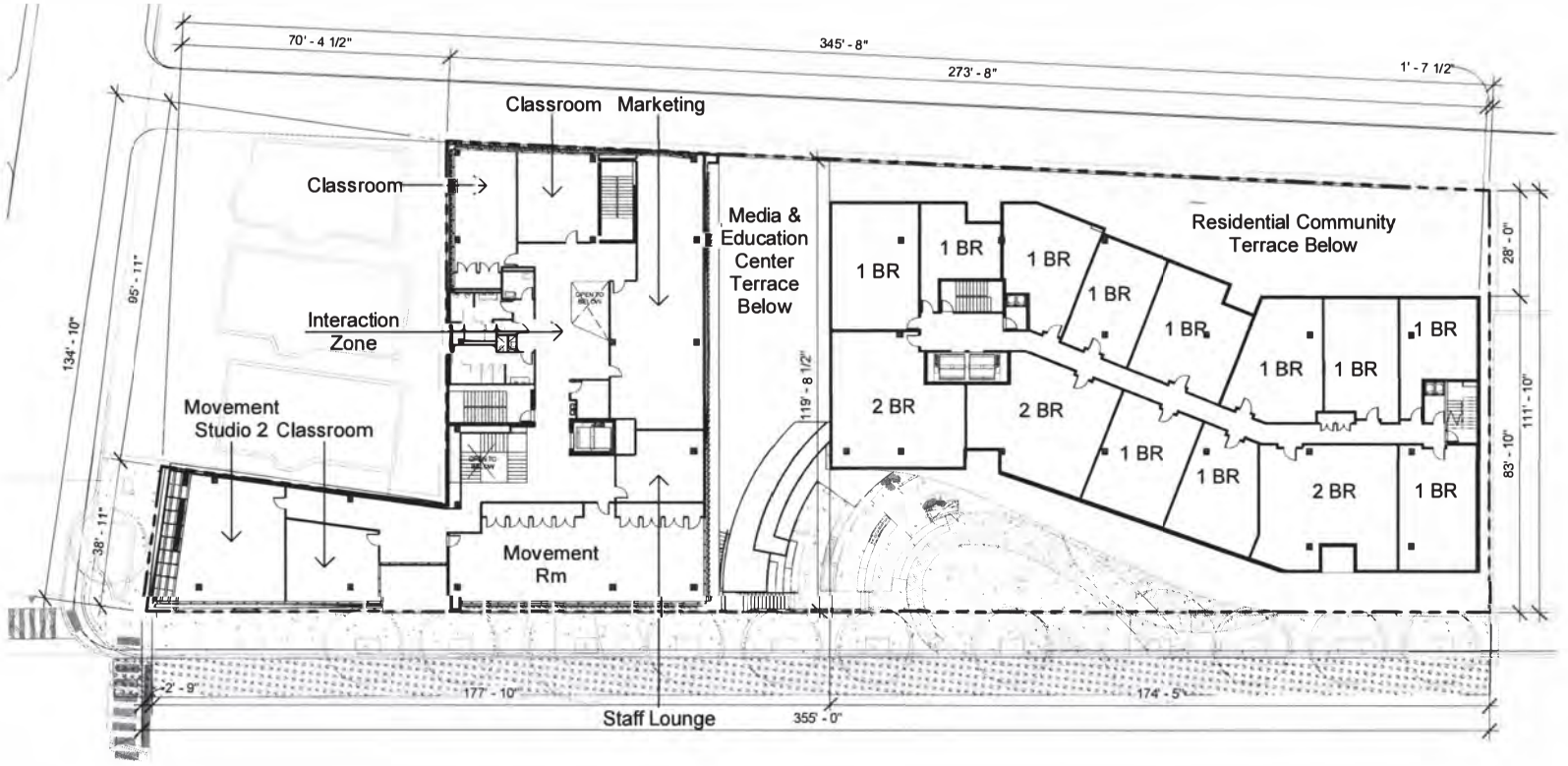
SECOND FLOOR PLAN - SUB AREA A - PHASE 2

SCALE : 1"= 40'

0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site



THIRD FLOOR PLAN - SUB AREA A - PHASE 2

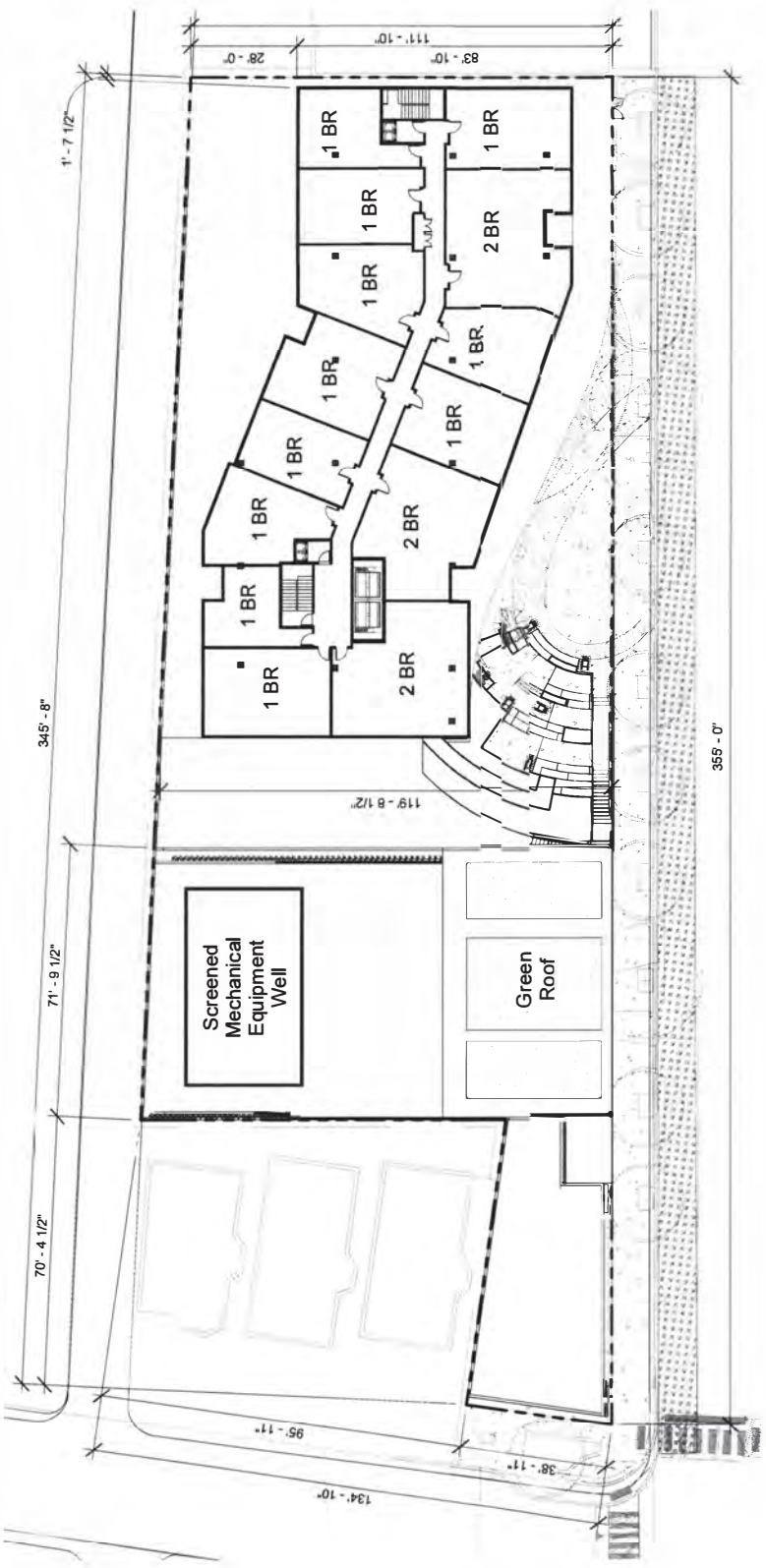
SCALE : 1"= 40'

0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site 81

FINAL FOR PUBLICATION



SCALE: 1"= 40'

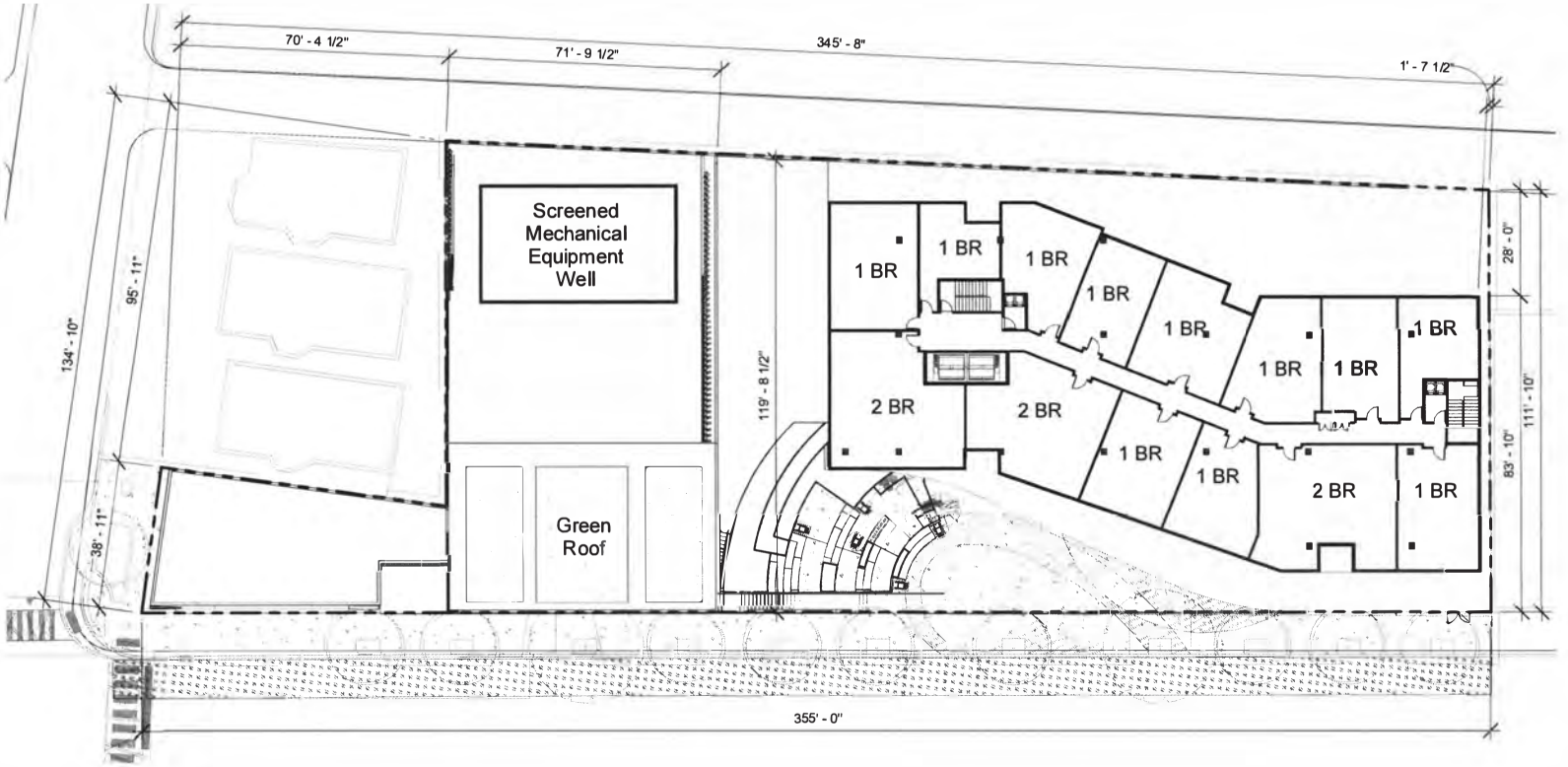
0 40' 80'

FOURTH FLOOR PLAN - SUB AREA A - PHASE 2

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site

88



FIFTH FLOOR PLAN - SUB AREA A - PHASE 2

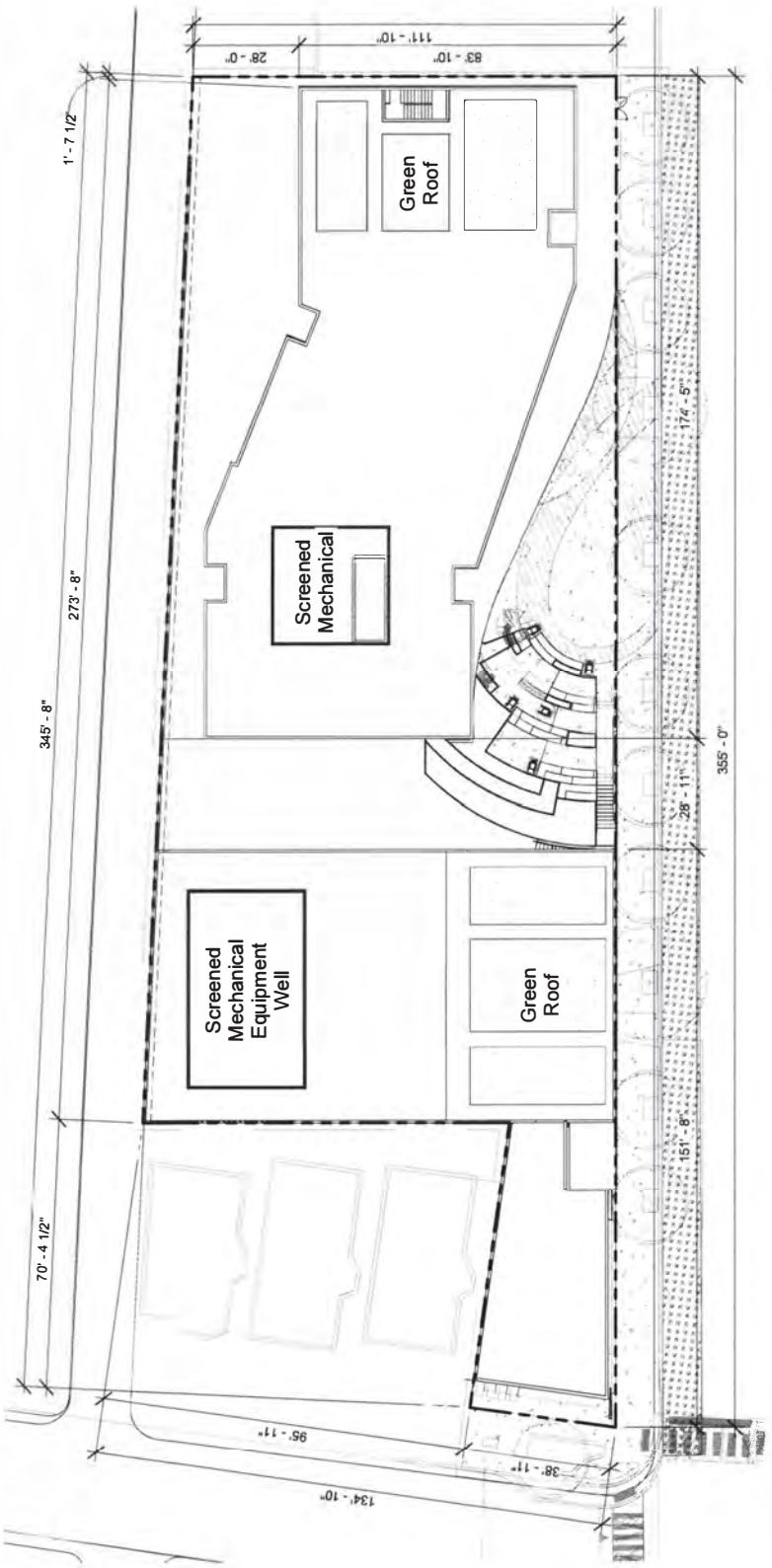
SCALE : 1"= 40'

0 40' 80'

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site 80

FINAL FOR PUBLICATION



SCALE : 1"= 40'

0 40' 80'

N

ROOF PLAN - SUB AREA A - PHASE 2

APPLICANT: THE BLACK ENSEMBLE THEATER CORPORATION
ADDRESS: 4427-59 NORTH CLARK/ 1425-27 WEST SUNNYSIDE AVENUE; 4440-56 NORTH CLARK STREET/ 1437-47 WEST SUNNYSIDE AVENUE
INTRODUCTION DATE: May 15, 2023
PLAN COMMISSION DATE: JANUARY 16, 2025

Gensler + site

Reclassification Of Area Shown On Map No. 12-H.
(Application No. 22624)
(Common Address: 4910 -- 4920 S. Damen Ave.)

[O2024-0014081]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) district symbols as shown on Map Number 12-H in the area bounded by:

a line 94.50 feet south of and parallel to West 49th Street; South Damen Avenue; a line 214.50 feet south of and parallel to West 49th Street; and the public alley next west of and parallel to South Damen Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 14-N.
(As Amended)
(Application No. A-8929)
(Common Address: 7023 W. Archer Ave.)

[SO2024-0013949]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-1 Community Shopping Districts and indications as shown on Map Number 14-N in the area bounded by:

West Archer Avenue; a line 50.45 feet east of and parallel to South Nordica Avenue; the alley next south of and parallel to West Archer Avenue; and a line 27.46 feet east of and parallel to South Nordica Avenue,

to those of an RS2 Residential Single-Unit Detached House District.

SECTION 2. This ordinance shall be effective upon its passage.

Reclassification Of Area Shown On Map No. 15-J.
(Application No. 22650T1)
(Common Address: 3841 -- 3845 W. Devon Ave.)

[O2025-0014953]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 15-J in the area bounded by:

West Devon Avenue; a line 75 feet west of and parallel to North Avers Avenue; the public alley next south of West Devon Avenue; and a line 125 feet west of and parallel to North Avers Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Proposed 2nd and 3rd Level Floor Plans; Front Wall Section; Roof Top Deck Section; Floor and Roof Framing; Floor Existing; Proposed and Existing Building Elevations; and 2nd and 3rd Floor Electrical attached to this ordinance printed on pages 24886 through 24896 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

TYPE I
NARRATIVE AND PLANS
FOR A ZONING MAP AMENDMENT
FOR THE PROPERTY COMMONLY KNOWN AS
3841-45 WEST DEVON AVENUE

Applicant seeks a Type I Map Amendment of the City of Chicago Zoning Map from the current B1-1 District to that of an B2-2 District for the property commonly known as 3841-45 West Devon Avenue. The site is improved with a one-story building containing ground floor commercial space. Applicant seeks to increase the size of the building by adding second and third floors. The construction will result in the addition of two residential units being located on the second and third floors each, for a total of four residential dwelling units. The existing 4,448 square feet of commercial space on the ground floor will remain.

The following is a list of the proposed bulk and density of the development:

Lot Area:	5,500 square feet
Density:	4 residential dwelling units
Lot Area Per Unit:	1,375 square feet
Off Street Parking:	4 spaces (existing)
Height:	approximately 38 feet
Floor Area:	approximately 9,160 square feet
Floor Area Ratio:	approximately 1.67
Front (North) Setback:	0 feet (existing)
Rear (South) Setback:	approximately 9.84 feet (existing)
East Side Setback:	0 feet (existing)
West Side Setback:	0 feet (existing)

Final for Publication

a.01
ATLANTIS ARCHITECTS
2541 W DIVISION ST #1
CHICAGO IL 60622
773.780.5731
proposed 2nd. level
3841-45 w devon ave chicago il
wall legend
stair notes
insulation notes
architectural notes
demo notes
floor plan notes
final for publication

a.02
ATLANTIS ARCHITECTS
2541 W DIVISION ST #1
CHICAGO IL 60622
773.760.5731
proposed 2nd. level
3841-45 w devon ave chicago il
wall legend
stair notes
installation notes
architectural notes
demo notes
floor plan notes
Final for Publication

a.03
ATLANTIS ARCHITECTS
2541 W DIVISION ST #1
CHICAGO IL 60622
773.780.5731
proposed 2nd. level
3841-45 w devon ave chicago il
wall legend
stair notes
insulation notes
architectural notes
demo notes
floor plan notes
Final for Publication

Final for Publication
proposed 2nd. level
3841-45 w devon eve chicago il
ATLANTIS ARCHITECTS
2541 W DIVISION ST #1
CHICAGO IL 60622
773.780.5731
a.04
design loads
stair notes
insulation notes
porch materials

a.05
ATLANTIS ARCHITECTS
2641 W DIVISION ST #1
CHICAGO IL 60622
773.780.5731
proposed 2nd. level
3841-45 w devon ave chicago il
Final for Publication

E.02
ATLANTIS ARCHITECTS
2641 W DIVISION ST #1
CHICAGO IL 60622
773.780.5731
proposed 2nd. level
3841-45 w devon ave chicago il
project to comply with
2018 electrical code
electrical work
general electrical
electrical notes
electrical legend
Final for Publication

m.02
ATLANTIS ARCHITECTS
2541 W DIVISION ST #1
CHICAGO IL 60622
773.780.5731
proposed 2nd. level
3841-45 w devon ave chicago il
mechanical work
mechanical notes
refrigeration notes
exhaust fan notes
furnace location notes
mechanical legend
remote refrigeration
Final for Publication

p.01
ATLANTIS ARCHITECTS
2541 W DIVISION ST #1
CHICAGO IL 60622
773.780.5731
proposed 2nd. level
3841-45 w devon ave chicago il
plumbing notes
Final for Publication

Reclassification Of Area Shown On Map No. 16-H.
(As Amended)
(Application No. 22547T1)
(Common Address: 6301 S. Western Ave.)

[SO2024-0012471]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 16-H in the area bounded by:

West 63rd Street; a line 100.96 feet east of and parallel to the east line of South Western Avenue, as measured along the south line of West 63rd Street; the public alley next south of West 63rd Street; and South Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Northeast, Northwest, Southeast and Southwest Isometric Views; And North, South, East and West Building Elevations attached to this ordinance printed on pages 24900 through 24902 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Type 1 Narrative and Plans
for
6301 S. Western Avenue
B1-2 to B2-3

A. The applicant proposes to rezone the subject property from B1-2 Neighborhood Shopping District to B2-3 Neighborhood Mixed-Use District. The subject property is currently improved vacant apartment building. The purpose of the zoning amendment is to demolish the existing building and construct a new five story, 44-unit apartment building with eleven (11) parking spaces with commercial space on the first floor. The height of the new building will be 67 feet. The subject property is a Transit-Serviced Location based on proximity to the 63rd Street and the number 63 Bus Line.

The applicant is seeking the following relief or bonuses:

(i) as per Type I Section 17-13-0303-D a reduction in the rear yard from 30 feet to 4 feet in accordance with Section 17-13-1101-B;

(ii) as per Type I Section 17-13-0303-D a reduction in ground floor commercial space from 2,727 square feet to 2,182 square feet in accordance with Sections 17-13-1101-A and 17-13-1003-X;

(iii) a reduction in minimum lot area per dwelling unit for Transit-Served Locations meeting 100% of the ARO requirement on-site as permitted in accordance with Section 17-3-402-B;

(iv) an increase in the maximum FAR for Transit-Served Locations meeting 100% of the ARO requirement on site in accordance with Section 17-3-0403-B;

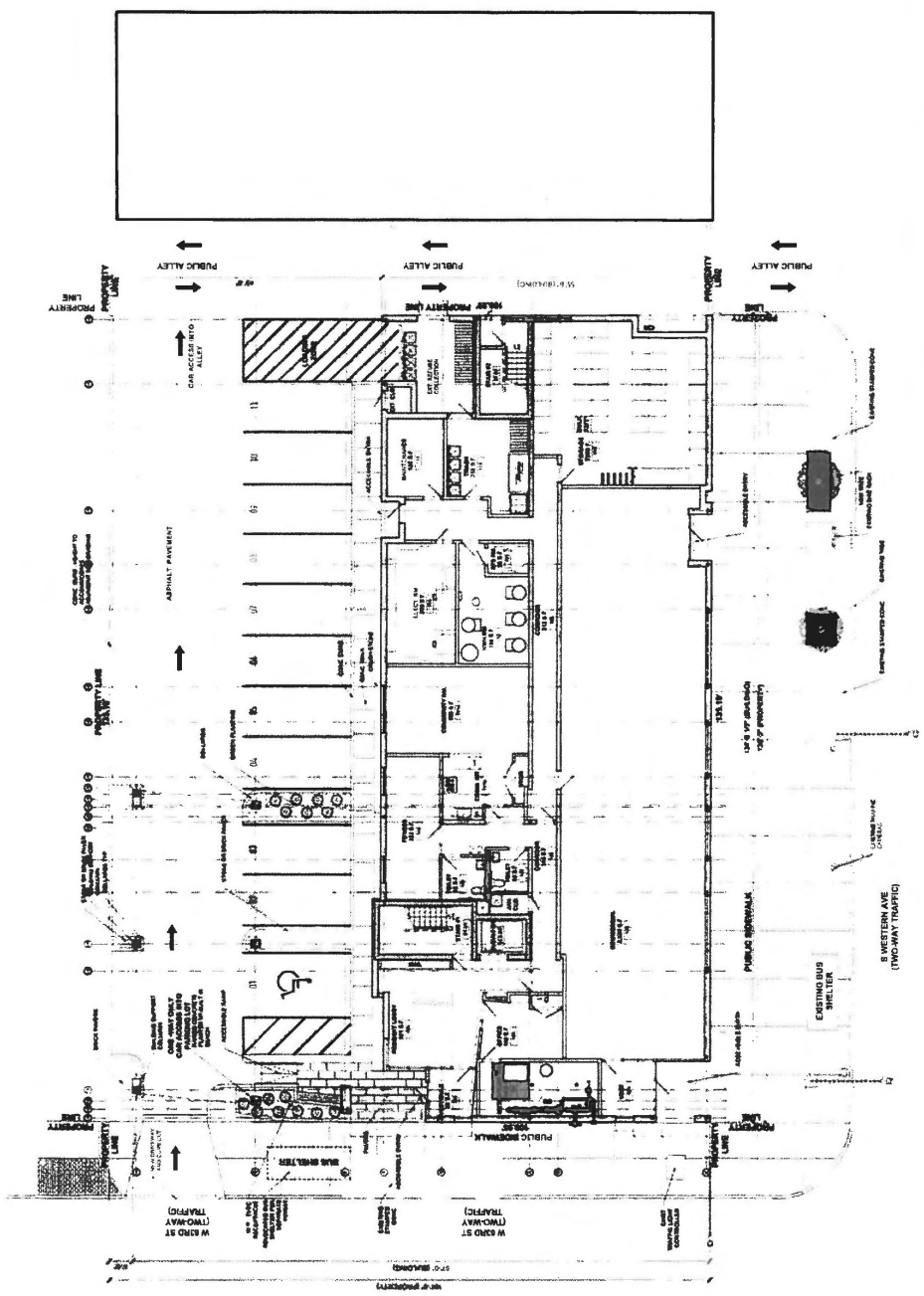
(v) an increase in maximum building height for Transit-Served Locations meeting 50% of the ARO requirement on-site permitted in accordance with Section 17-3-408-B; and.

(vi) a reduction in the percentage of EVSE-ready spaces or EVSE-installed spaces required by Section 17-10-1011-A(2) to the applicable value for "affordable housing" as defined in the Illinois Electric Vehicle Charging Act in accordance with Section 17-13-1101-A and 17-13-1003-LL.

B. Lot Area	13,635 square feet
C. FAR	3.4
D. Number of Dwelling Units	44 dwelling units
E. Density (Minimum lot area per dwelling unit)	305 square feet

Final for Publication

F. Building Height	Not to exceed 67'-0"
G. Front setback	0'
H. Side setbacks	0' – north 0' – south
I. Rear Setback	4'
J. Parking	11 parking spaces
K. Ground Floor Commercial Space	2,182 square feet



Final for Publication

Final for Publication

N NORTH ELEVATION
SCALE: 1/16" = 1'-0"
S SOUTH ELEVATION
SCALE: 1/16" = 1'-0"
6301 S WESTERN AVE
K2 STUDIO
328 W. 18TH #501, CHICAGO IL. 60616
P: 312.275.5006E: STUDIO@K2ARCH.COM
NE NORTH-EAST ISOMETRIC VIEW
SCALE: N.T.S
SW SOUTH-WEST ISOMETRIC VIEW
SCALE: N.T.S
Final for Publication

Reclassification Of Area Shown On Map No. 16-I.
(Application No. 22557)
(Common Address: 6738 S. Western Ave.)

[O2024-0012519]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols as shown on Map Number 16-I in the area bounded by:

a line 225 feet south of and parallel to West Marquette Road; South Western Avenue; a line 400 feet south of and parallel to West Marquette Road; and the public alley next west of and parallel with South Western Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 17-H.
(Application No. 22630)
(Common Address: 7109 N. Western Ave.)

[O2024-0014452]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 17-H in the area bounded by:

a line 125 feet north of and parallel to West Estes Avenue; the public alley next east of North Western Avenue; a line 100 feet north of and parallel to West Estes Avenue; and North Western Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 18-F.
(Application No. 22606)
(Common Address: 7411 -- 7447 S. Halsted St.)

[O2024-0014039]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is amended by changing all the Residential Planned Development Number 1140 symbols and indications as shown on Map Number 18-F in the area bounded by:

a line 100 feet south of and parallel to West 74th Street; the north/south public alley next east of and parallel to South Halsted Street; a line 350 feet south of and parallel to West 74th Street; a line 152 feet west of and parallel to South Emerald Avenue; a line 360.1 feet south of and parallel to West 74th Street; South Emerald Avenue; the Belt Wabash Railroad; and South Halsted Street,

to those of an M2-1 Light Industry District, which is hereby established in the area above described.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Reclassification Of Area Shown On Map No. 18-G.
(Application No. A-8931)
(Common Address: 7850 -- 7858 S. Green St.)

[O2024-0013993]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-1 Community Shopping District symbols and indications as shown on Map Number 18-G in the area bounded by:

a line 157.24 feet north of and parallel to West 79th Street; South Halsted Street; West 79th Street; and South Green Street,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 19-G.
(Application No. 22648T1)
(Common Address: 7225 N. Greenview Ave.)

[O2025-0014951]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 19-G in the area bounded by:

West Chase Avenue; a line 55 feet east of and parallel to North Greenview Avenue; a line 150 feet south of and parallel to West Chase Avenue; and North Greenview Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Proposed Site Plan -- Level 3 Plan; Design Plan Lower Level; Proposed Levels 1, 2 and 3 Floor Plans; and Proposed North, South, East and West Building Elevations attached to this ordinance printed on pages 24907 through 24915 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C(1) NARRATIVE ZONING ANALYSIS AND PLANS

SUBJECT PROPERTY: 7225 NORTH GREENVIEW AVENUE, CHICAGO, ILLINOIS

ZONING: RM-5 NEIGHBORHOOD MIXED USE DISTRICT TYPE 1.

LOT AREA: 8,854 SQUARE FEET

LAND USE: THE PROPERTY IS CURRENTLY IMPROVED WITH A THREE-STORY VACANT BUILDING THAT WAS PREVIOUSLY USED FOR RELIGIOUS HOUSING AND A STUDY CENTER. APPLICANT IS SEEKING TO REZONE THE PROPERTY IN ORDER TO ELIMINATE THE 20 FOOT FRONT YARD PARKING SETBACK REQUIREMENT; TO OBTAIN APPROVAL OF A REDUCED REAR YARD SETBACK BASED ON EXISTING CONDITIONS, A REDUCED FRONT YARD SETBACK BASED ON EXISTING CONDITIONS AND A SOUTH SIDE YARD SETBACK TO ACCOMMODATE A HANDICAPPED PARKING SPACE IN THE SIDE YARD AND A HANDICAPPED ACCESSIBLE ENTRY VESTIBULE; AND TO OBTAIN A REDUCTION IN THE PARKING REQUIREMENT BASED ON THE PROPERTY'S TRANSIT SERVICED LOCATION.

(A) FLOOR AREA RATIO: 1.10.

(B) MINIMUM LOT AREA PER UNIT: NO DWELLING UNITS.

(C) THE AMOUNT OF OFF-STREET PARKING: 1. APPLICANT IS SEEKING A PARKING REDUCTION BECAUSE IT IS A TRANSIT SERVED LOCATION. APPLICANT WILL COMPLY WITH SECTION 17-10-0102-B OF THE CHICAGO ZONING ORDINANCE.

(D) SETBACKS:

1. FRONT SETBACK: 1 FOOT, 1 INCH (EXISTING).

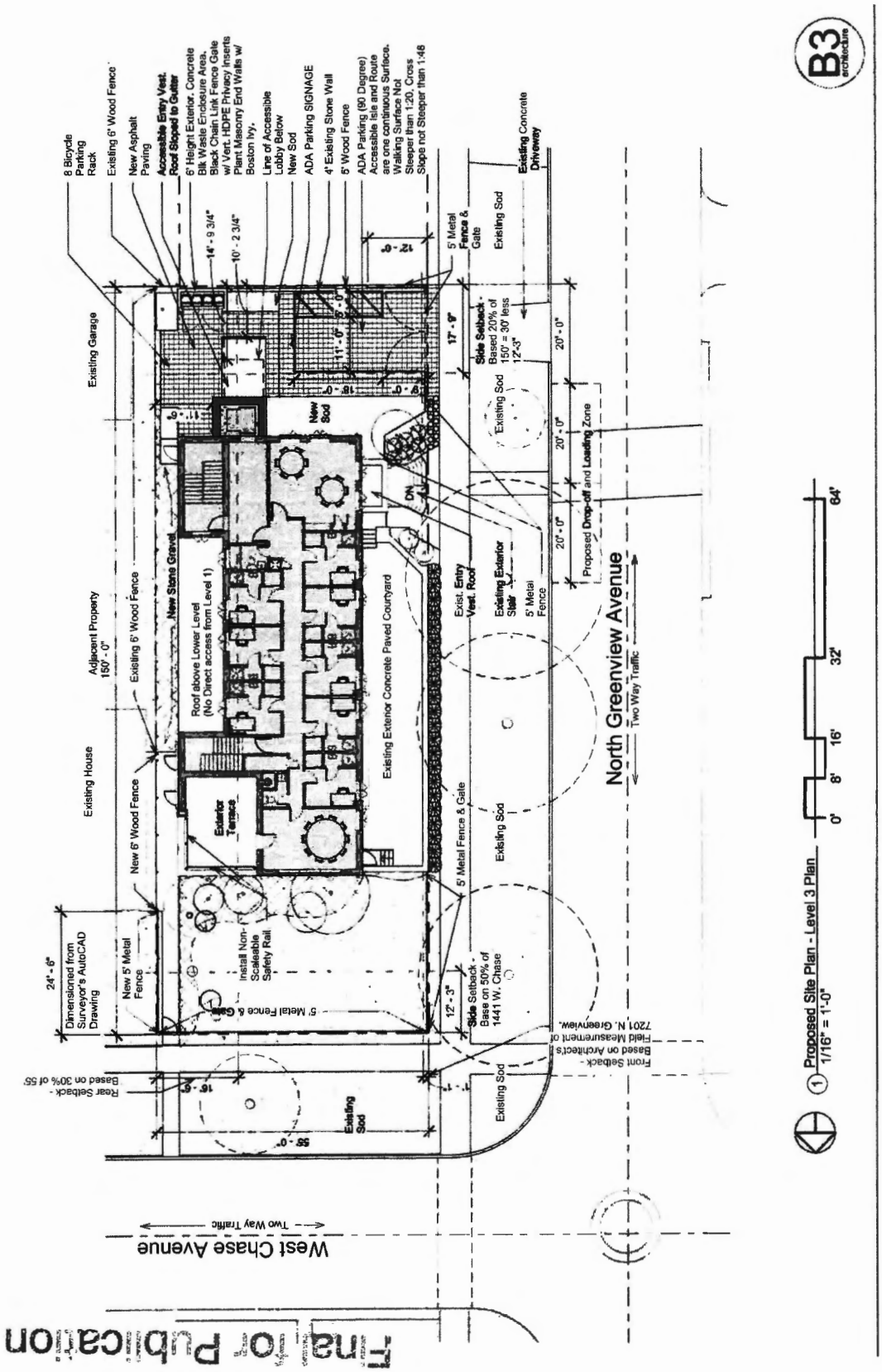
2. REAR SETBACK: 4 FEET, 6 INCHES (EXISTING).

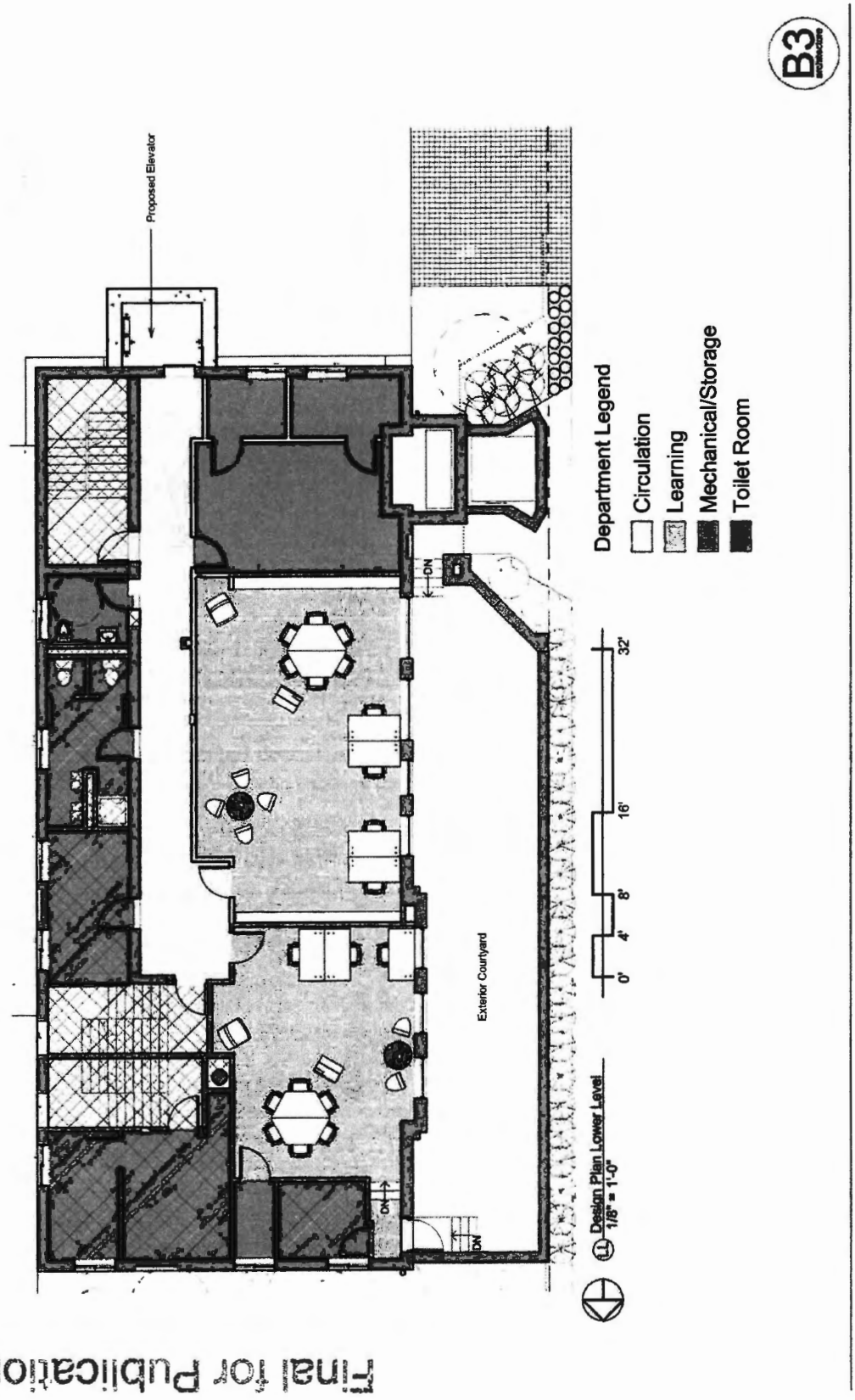
3. NORTH SIDE SETBACK: 31 FEET, 7 INCHES (EXISTING).

4. SOUTH SIDE SETBACK: 0 FEET, 0 INCHES.

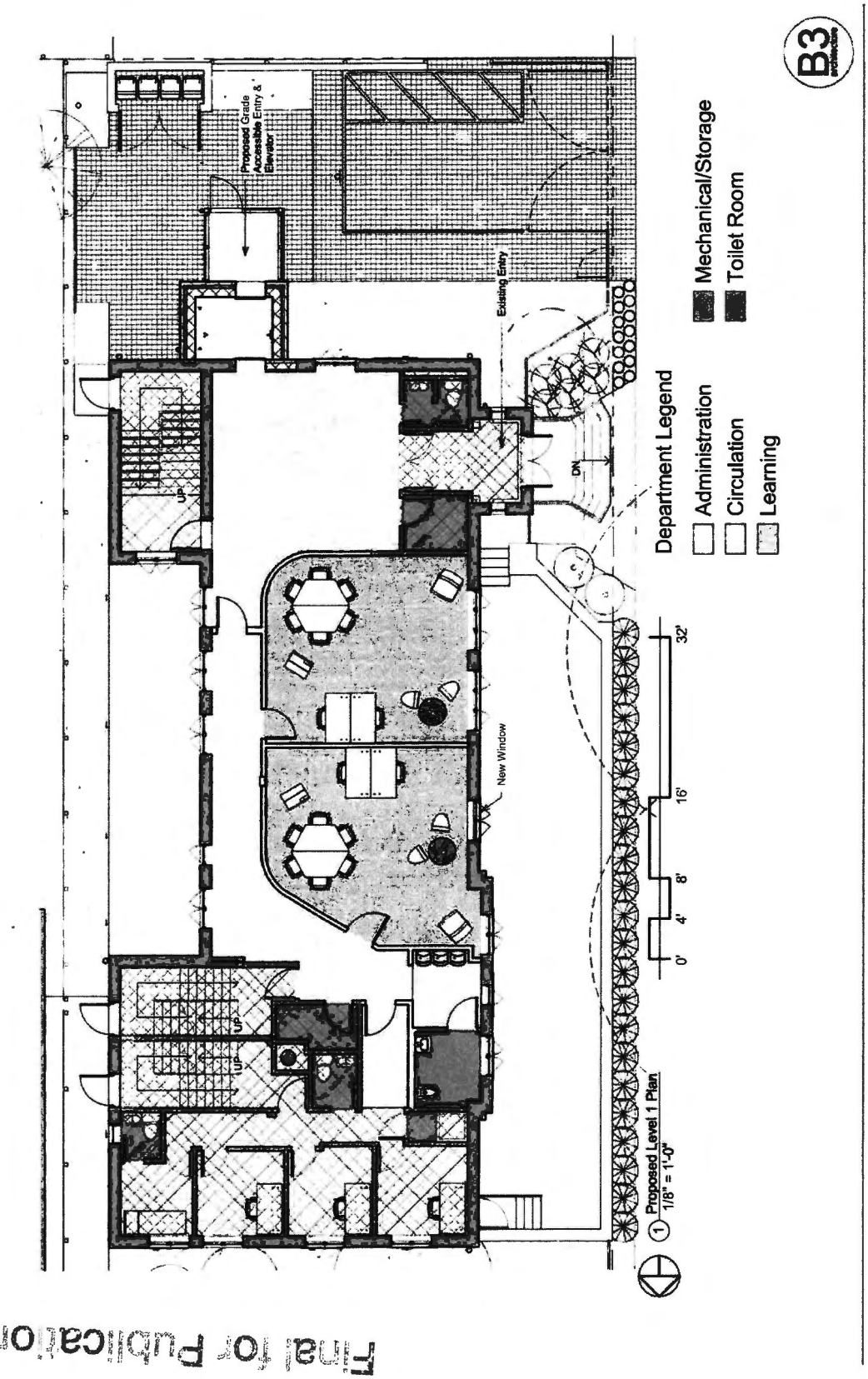
APPLICANT IS SEEKING VARIATIONS FOR A REDUCTION IN THE REQUIRED FRONT SETBACK, A REDUCTION IN THE REQUIRED REAR SETBACK, AND A REDUCTION IN THE REQUIRED SOUTH SIDE SETBACK UNDER THE PROVISIONS OF SECTION 17-13-1101-B.

(E) BUILDING HEIGHT: 43 FEET, 4 INCHES (EXISTING).

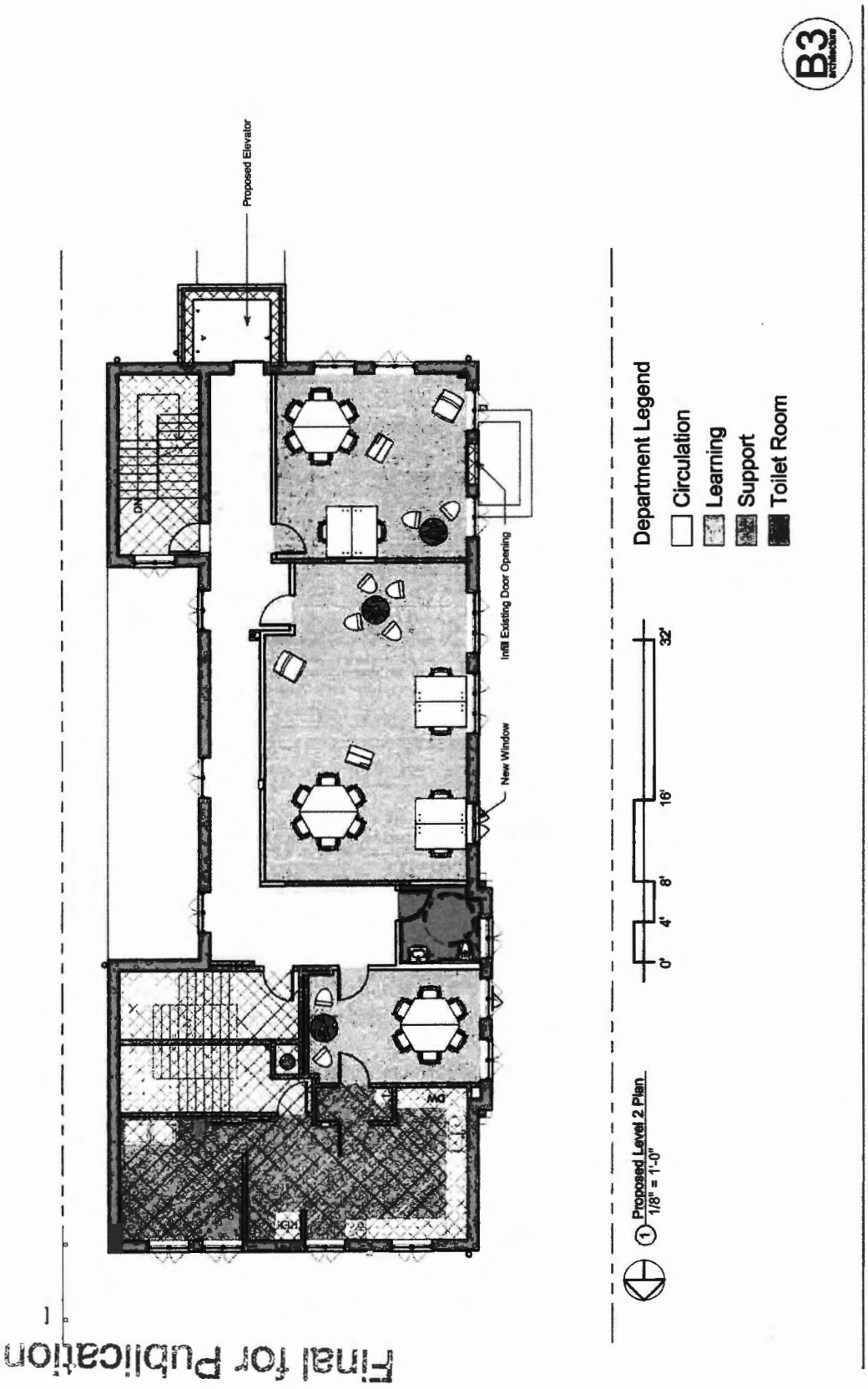

Final for Publication
West Chase Avenue
Two Way Traffic
North Greenview Avenue
Two Way Traffic
Existing House
Existing Garage
Adjacent Property 150' - 0"
Existing 6' Wood Fence
New 6' Wood Fence
New 5' Metal Fence
Dimensioned from Surveyor's AutoCAD Drawing
24' - 6"
Rear Setback - Based on 30% of 55'
Roof above Lower Level (No Direct access from Level 1)
New Stone Gravel
Exterior Terrace
Install Non-Scaleable Safety Rail
5' Metal Fence & Gate
Existing Exterior Concrete Paved Courtyard
New Sod
Existing Sod
Side Setback - Base on 50% of 1441 W. Chase
Front Setback - Based on Architect's Field Measurement of 7201 N. Greenview.
Exist. Entry Vest. Roof
Existing Exterior Stair
5' Metal Fence
Proposed Drop-off and Loading Zone
Side Setback - Based 20% of 150' = 30' less 12'-3"
Existing Concrete Driveway
8 Bicycle Parking Rack
Existing 6' Wood Fence
New Asphalt Paving
Accessible Entry Vest. Roof Sloped to Gutter
6' Height Exterior. Concrete Blk Waste Enclosure Area. Black Chain Link Fence Gate w/ Vert. HDPE Privacy Inserts Plant Masonry End Walls w/ Boston Ivy.
Line of Accessible Lobby Below
New Sod
ADA Parking SIGNAGE
4' Existing Stone Wall
5' Wood Fence
ADA Parking (90 Degree) Accessible Isle and Route are one continuous Surface. Walking Surface Not Steeper than 1:20, Cross Slope not Steeper than 1:48
14' - 9 3/4"
10' - 2 3/4"
12' - 0"
17' - 9"
20' - 0"
55' - 0"
16' - 6"
12' - 3"
Proposed Site Plan - Level 3 Plan
1/16" = 1'-0"
0' 8' 16' 32' 64'
B3 architecture



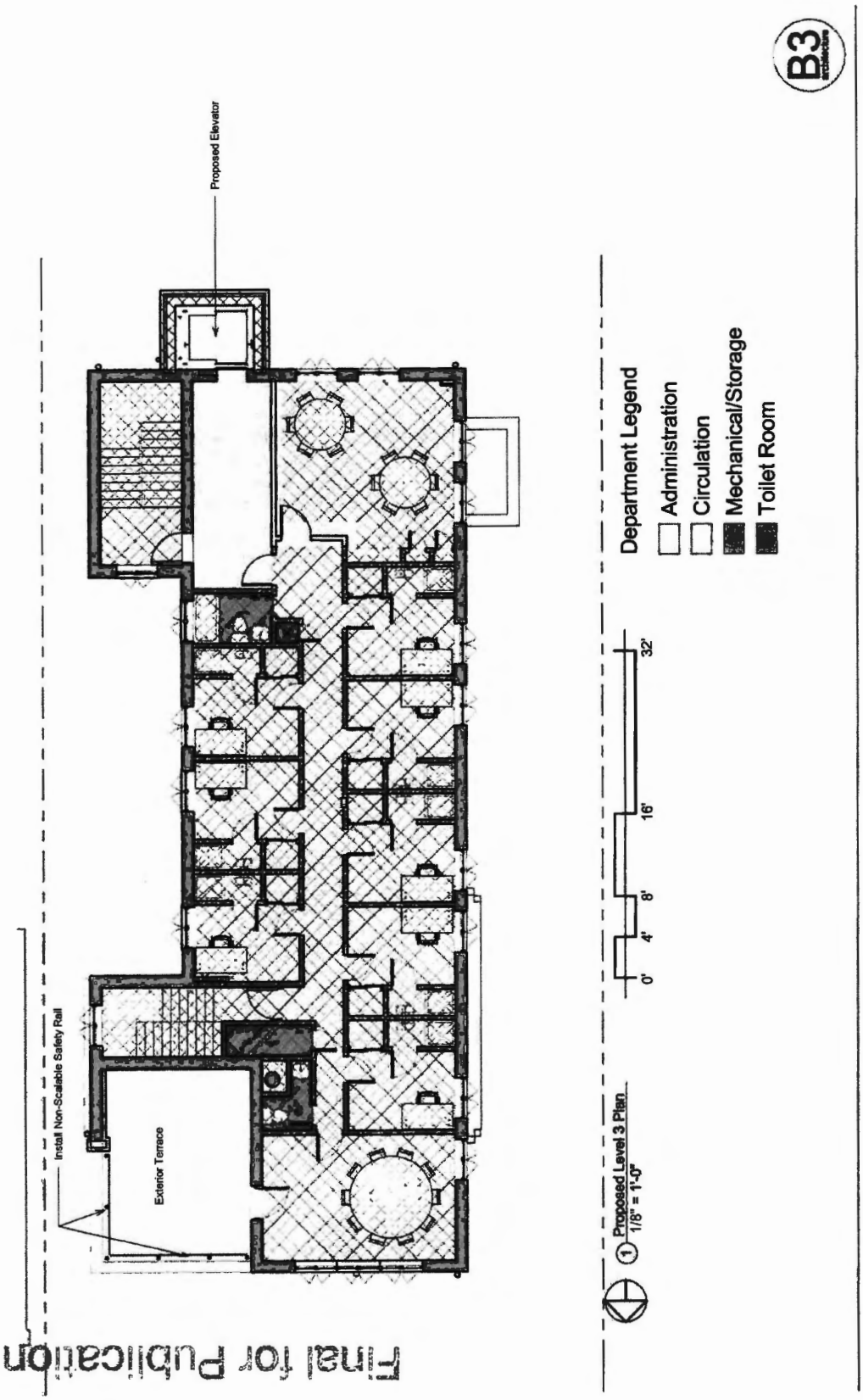
Final for Publication



Final for Publication



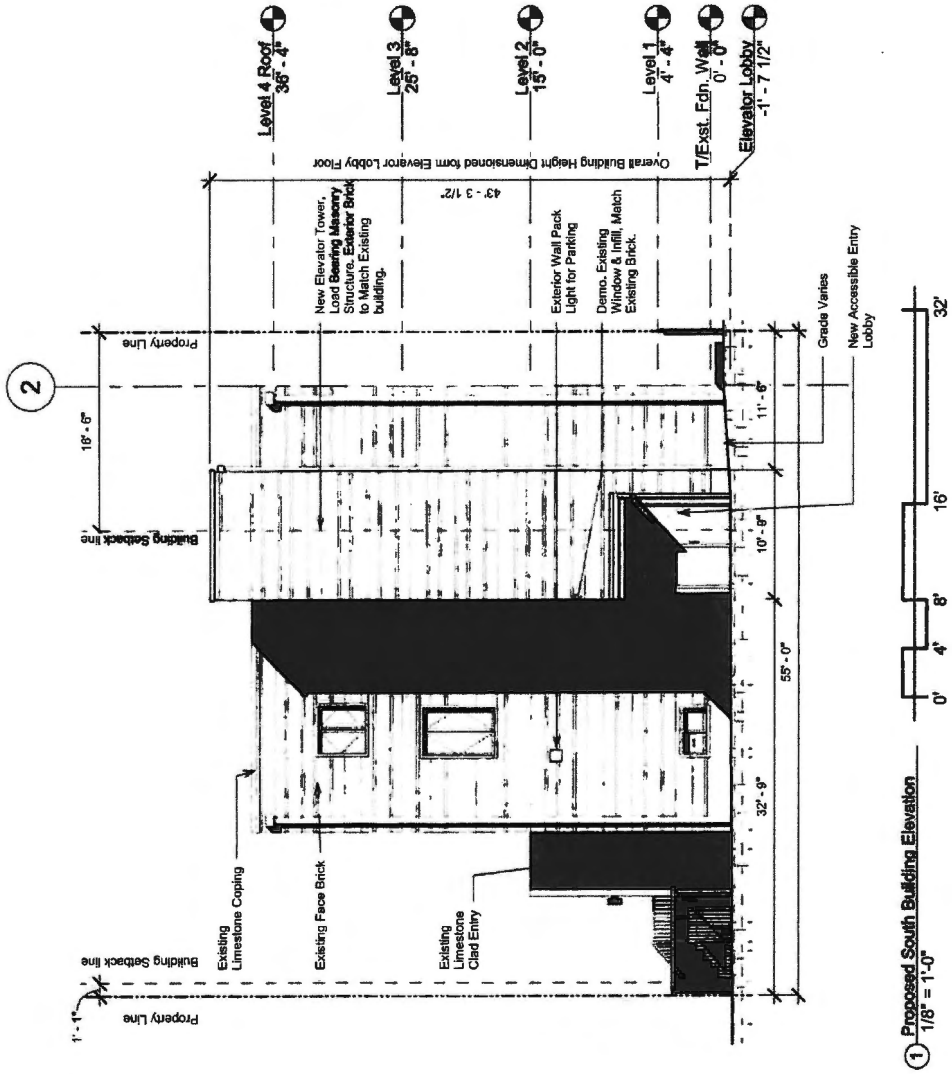
Final for Publication


B3
Proposed Elevator
Install Non-Scalable Safety Rail
Exterior Terrace
Department Legend
Administration
Circulation
Mechanical/Storage
Toilet Room
0' 4' 8' 16' 32'
1 Proposed Level 3 Plan
1/8" = 1'-0"
Final for Publication

① Proposed North Building Elevation
1/8" = 1'-0"

B3

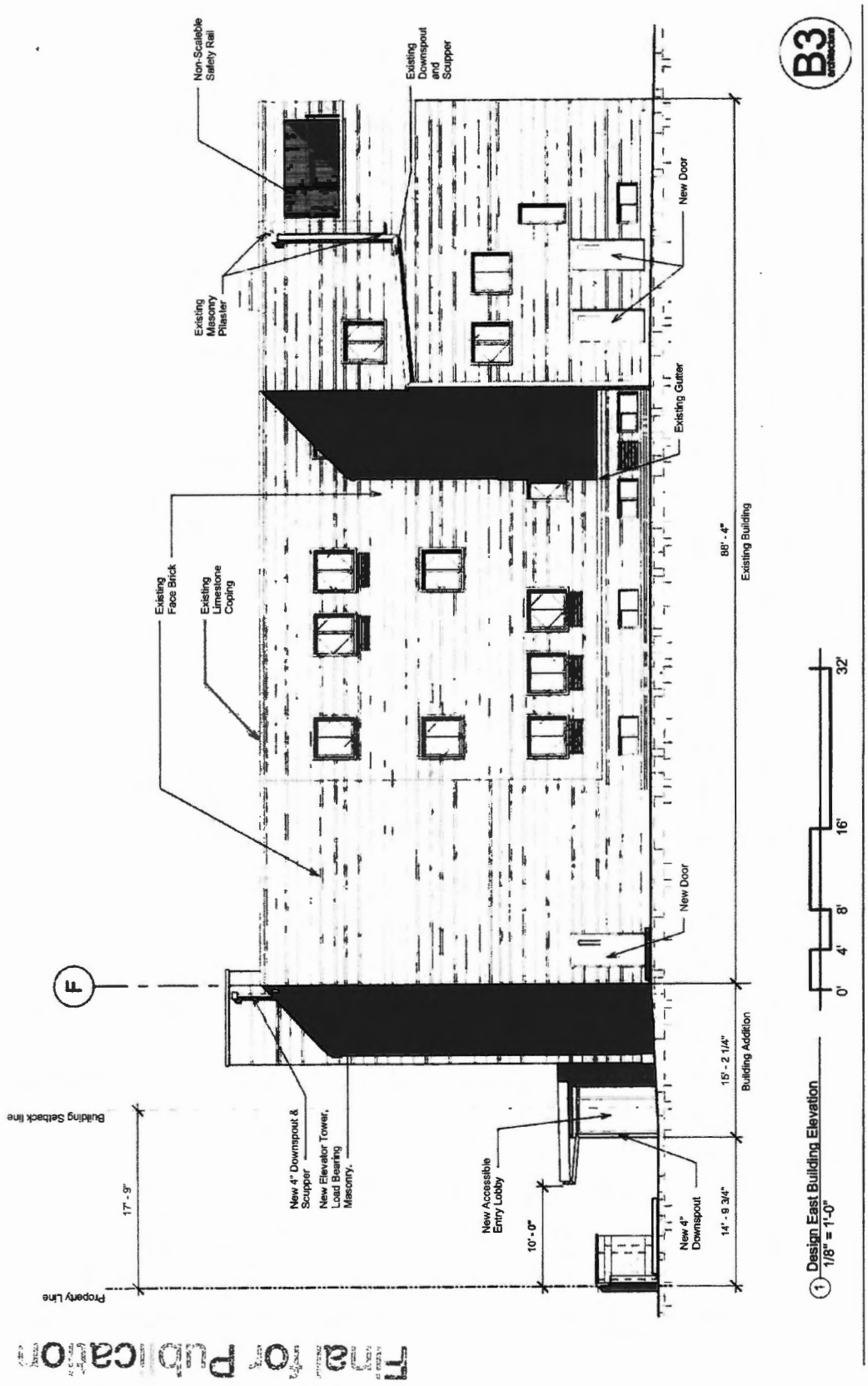
Final for Publication

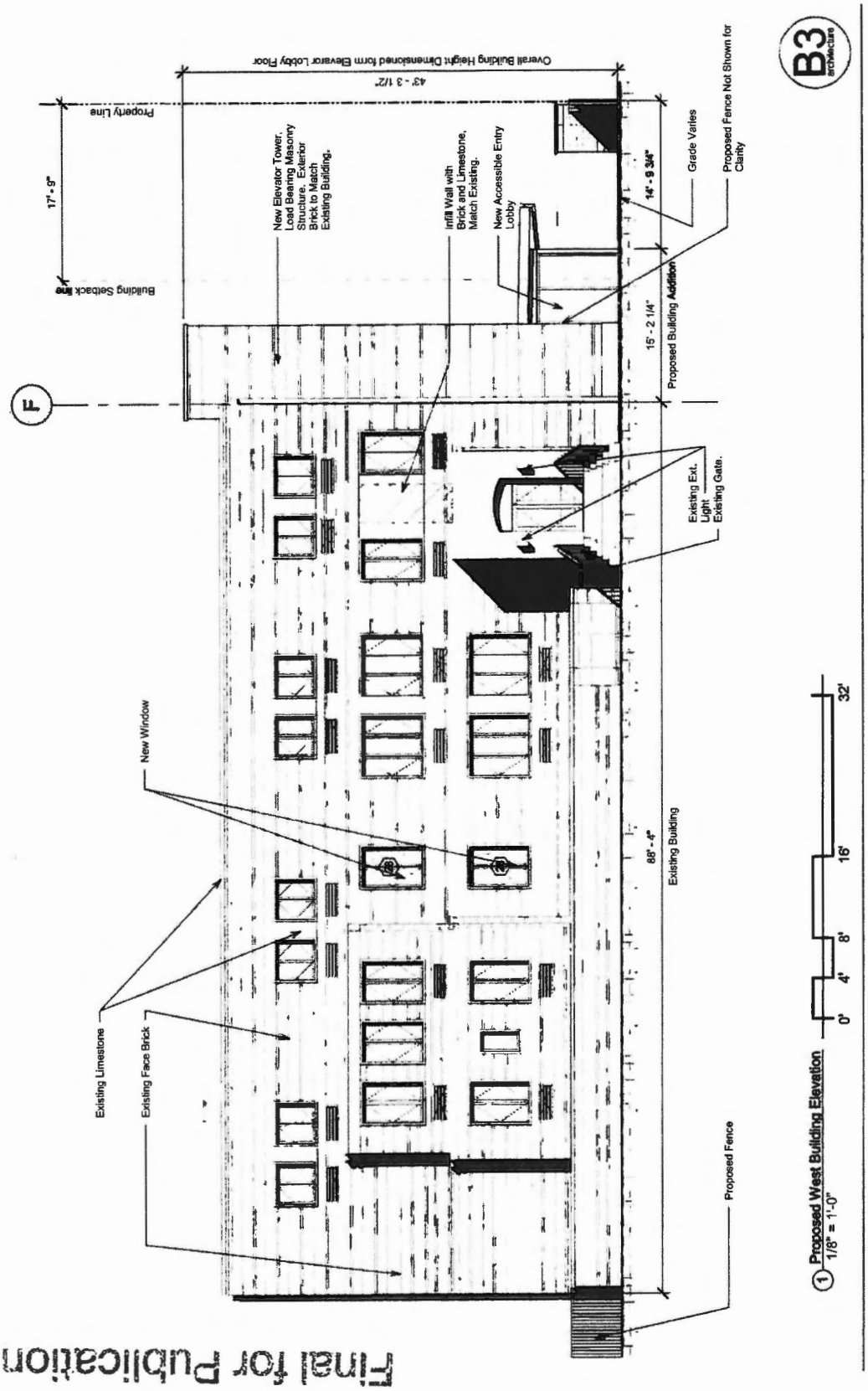


① Proposed South Building Elevation
1/8" = 1'-0"

B3

Final for Publication


Non-Scalable Safety Rail
Existing Downspout and Scupper
New Door
Existing Masonry Pilaster
Existing Gutter
Existing Face Brick
Existing Limestone Coping
88' - 4"
Existing Building
New Door
F
New 4" Downspout & Scupper
New Elevator Tower, Load Bearing Masonry.
New Accessible Entry Lobby
10' - 0"
New 4" Downspout
14' - 9 3/4"
15' - 2 1/4"
Building Addition
Building Setback line
17' - 9"
Property Line
0' 4' 8' 16' 32'
1 Design East Building Elevation
1/8" = 1'-0"
B3 architecture
Final for Publication


Overall Building Height Dimensioned from Elevator Lobby Floor
43' - 3 1/2"
Property Line
17' - 9"
Building Setback line
New Elevator Tower, Load Bearing Masonry Structure. Exterior Brick to Match Existing Building.
Infill Wall with Brick and Limestone, Match Existing.
New Accessible Entry Lobby
14' - 9 3/4"
Grade Varies
Proposed Fence Not Shown for Clarity
15' - 2 1/4"
Proposed Building Addition
F
Existing Ext. Light
Existing Gate.
New Window
85' - 4"
Existing Building
Existing Limestone
Existing Face Brick
Proposed Fence
Final for Publication
B3 ARCHITECTURE
1 Proposed West Building Elevation
1/8" = 1'-0"
0' 4' 8' 16' 32'

Reclassification Of Area Shown On Map No. 24-B.
(Application No. 22654)
(Common Address: 9541 S. Commercial Ave.)

[O2025-0014957]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential, Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 24-B in the area bounded by:

a line 175 feet north of and parallel to East 96th Street; the public alley next east of and parallel to South Commercial Avenue; a line 150 feet north of and parallel to East 96th Street; and South Commercial Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 85-B.
(Application No. 22649T1)
(Common Address: 837 N. Milwaukee Ave.)

[O2025-0014952]

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 85-B in the area bounded by:

a line 852.01 feet south of and parallel to West Augusta Boulevard; North Elston Avenue; and North Milwaukee Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Existing First Floor Plan; Glass Panel; Plan Note; Interior Drywall; Wall Legend; and Existing 2nd and 3rd Floor Plans attached to this ordinance printed on pages 24918 through 24920 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C(1) Type 1 Narrative & Plans – 837 North Milwaukee Avenue, Chicago, IL

Proposed Zoning: B2-3 Neighborhood Mixed-Use District

Lot Area: Approximately 5,023.56 square feet

Proposed Land Use: The Applicant is seeking a zoning change to permit the conversion of the grade-level retail spaces into four (4) dwelling units for a total of eight (8) dwelling units at the subject property. No changes are proposed to the footprint of the existing building. The subject property is a Transit Served Location. Pursuant to Sec. 17-13-0303-D optional Administrative Adjustment and Variation and pursuant to Sec. 17-13-1003-EE of the Chicago Zoning Ordinance, the Applicant is seeking an Administrative Adjustment to reduce the off-street parking requirement for a Transit Served Location from four (4) parking spaces to zero parking spaces.

(A) The Project's Floor Area Ratio: 11,353.25 SF

(B) The Project's Density (Minimum Lot Area Per D.U.): 627.95 SF

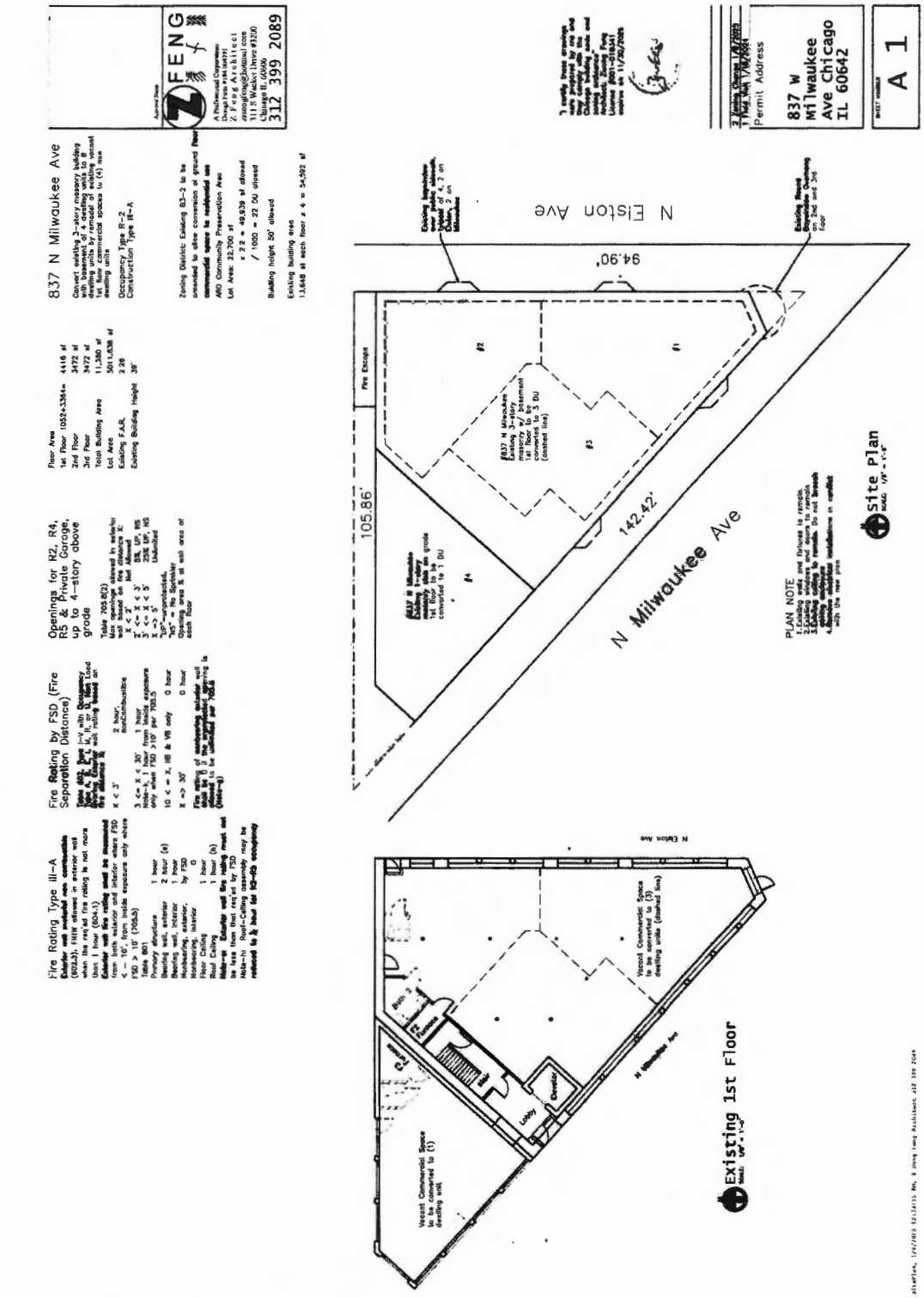
(C) The amount of off-street parking: 0 parking spaces

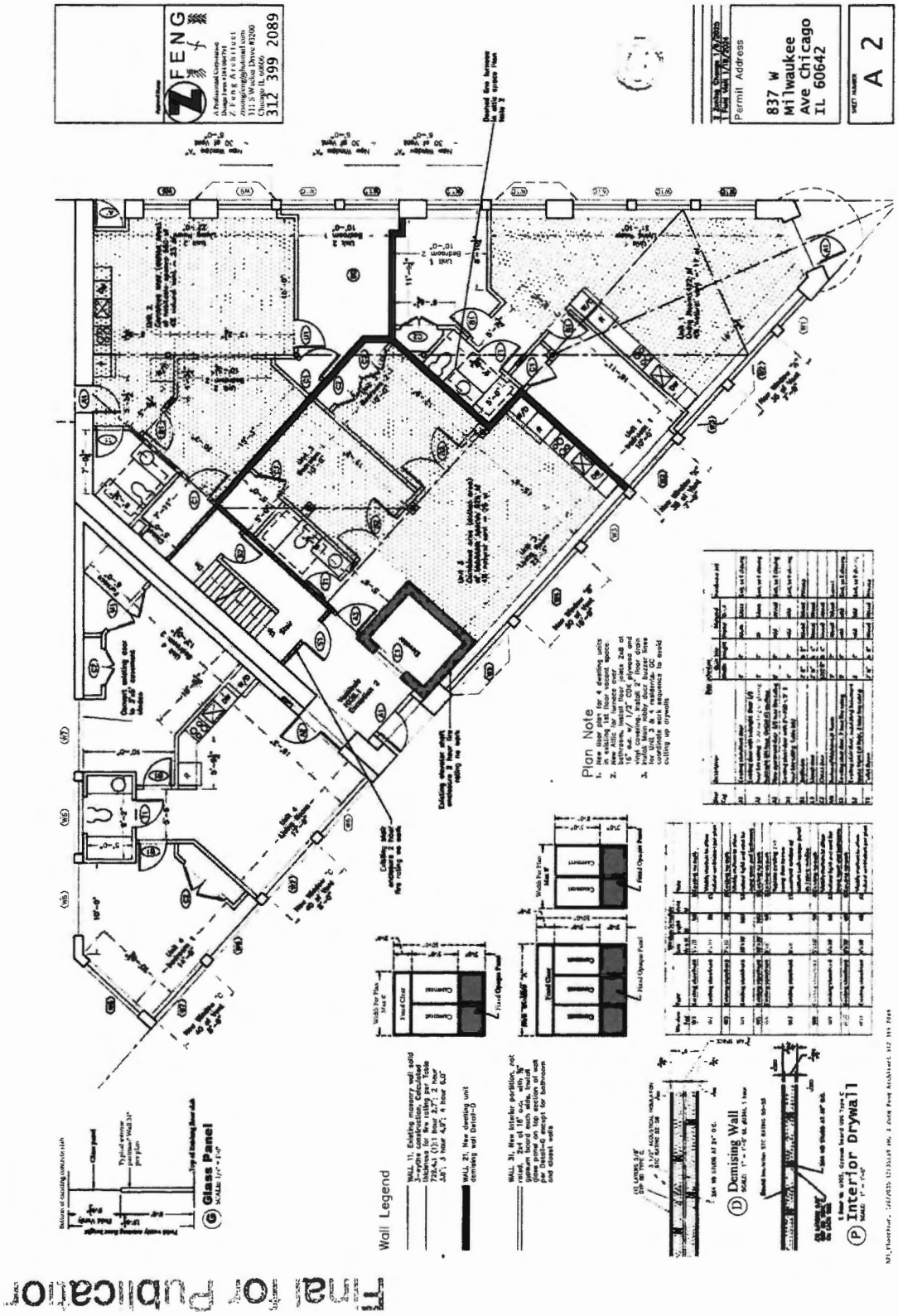
*The subject property is a designated Transit Served Location. Pursuant to Sec. 17-13-1003-EE, the Applicant is seeking to reduce the reduce the off-street parking requirement from four (4) parking spaces to zero parking.

(D) Setbacks:

a. Front Setback: 0' (existing)
b. Side Setbacks:
West Side: 0' (existing)
East Side: 0' (existing)
c. Rear Setback: 0' (existing)

(E) Building Height: 39'


837 N Milwaukee Ave
Permit Address
837 W Milwaukee Ave Chicago IL 60642
A 1
Site Plan
Existing 1st Floor
N Milwaukee Ave
N Elston Ave
94.90'
105.86'
142.42'
Fire Rating Type III-A
Openings for R2, R4, R5 & Private Garage, up to 4-story above grade
Fire Rating by FSD (Fire Separation Distance)
Floor Area
Occupancy Type R-2
Construction Type III-A
Zoning District: Existing B3-2 to be amended to allow conversion of ground floor commercial space to residential use
ARO Community Preservation Area
Lot Area: 22,700 sf
Building height 50' allowed
Existing building area
13,648 sf each floor x 4 = 54,592 sf
PLAN NOTE
Final for Publication


FENG
312 399 2089
Permit Address
837 W Milwaukee Ave Chicago IL 60642
A 2
Plan Note
Wall Legend
Glass Panel
Demising Wall
Interior Drywall
Final for Publication

Final for Publication
Existing 2nd Floor
Existing 3rd Floor
Elston Ave
Milwaukee Ave
Unit 21
Unit 31
Unit 22
Unit 32
Bedroom 1
Bedroom 2
Bedroom 3
Fire Escape
Roof of 1-story Building
FENG
312 399 2089
Permit Address
837 W Milwaukee Ave Chicago IL 60642
A 3

DESIGNATION OF KINGDOM BAPTIST CHURCH AT 301 N. CENTRAL AVE. AS CHICAGO LANDMARK.

[O2025-0014683]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on February 18, 2025, the following items were passed by a majority of the members present:

Page 1 contains text amendment SO2025-0014865 that amends the Municipal Code by requiring tapping of water mains to be performed only by Department of Water Management or contracted licensed plumbers.

Page 1 also contains text amendment SO2024-0008277 that creates an administrative adjustment to allow the conversion of ground floor commercial space into residential units.

Page 1 further contains the historical landmark designation of Kingdom Baptist Church at 301 North Central Avenue in the 37th Ward.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 10th, 11th, 12th, 13th, 15th, 16th, 17th, 25th, 27th, 28th, 30th, 31st, 35th, 39th, 43rd, 44th, 46th, 47th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 2nd, 11th, 27th, 32nd, 35th, 39th, 47th and 50th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Harris moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinances as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through 2-120-690, the Commission on Chicago Landmarks (the "Commission") has determined that the Kingdom Baptist Church Building located at 301 North Central Avenue, Chicago, Illinois, as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies three criteria for landmark designation as set forth in Section 2-120-620 (1), (4) and (5) of the Municipal Code; and

WHEREAS, The Building, formerly The Fifteenth Church of Christ, Scientist, has served as a place of worship and remained a center for community in the Austin Community Area for nearly a century; and

WHEREAS, When Kingdom Baptist Church relocated to the Building in 1973, they opened it to greater Austin as a center of community, education and culture by establishing several key programs. Here, the congregation's mission, teaching and youth departments organized the Kingdom Day Care Center, Kingdom Chase House Day Care Center, Afterschool Program, Substance Abuse Ministry and hosted fashion shows, exercise classes, skating parties and youth parties; and

WHEREAS, The Building highlights the evolution of architectural styles over the 18-year construction period. It is an architecturally significant and unique example of the hybrid use of two distinct and divergent styles: Neoclassical and Art Deco. At the exterior, the Building's architect, Nelson Max Dunning, united the two styles through Neoclassical detailing, which was stylized and applied to the forms of the modern Art Deco style. The interior is also reflective of this integration, as the basement, first floor lobby and flanking staircases to the second floor auditorium are derivative of Classicism, while the interior of the auditorium is overall restrained and streamlined, with a focus on the decorative arts, representative of the Art Deco style; and

WHEREAS, The design for the Building limits the use of religious details and instead articulates Dunning's professional philosophy of functionalism expressed through design and use of minimal ornamentation; and

WHEREAS, The architecture of the Building reflects The Church of Christ, Scientist's evolving philosophies related to architecture as the visible proclamation of the church within cities. Historically, the denomination utilized Classical architecture which reflected the denomination's belief in progressivism. By the 1920s, Christian Science congregations generally eschewed any overt ecclesiastical symbolism and incorporated secular and restrained ornamentation, which is showcased in the overall design of the Building; and

WHEREAS, Dunning was one of Chicago's most renowned architects for over 30 years. He was well-known for his specialization in the design of large-scale industrial, commercial and educational buildings. His design for each building was always based on carefully studying his client's requirements and evolving architectural technology, utility and aesthetics; and

WHEREAS, Dunning's works were inspired by the Chicago School of Architecture's philosophy of functionalism. He was one of the most significant promoters of the movement through his work organizing exhibits, classes and meetings showcasing progressive architecture. His work contributed to the movement's rise as one of the most influential forces in the field of architecture at the beginning of the 20th century; and

WHEREAS, Outside of his private architectural practice, Dunning contributed to the national built landscape under President Franklin Roosevelt as an expert in public housing and supervisor of the design and construction of public buildings for the New Deal-era Public Works Administration; and

WHEREAS, Dunning is recognized as a founder of the Architectural League of America ("ALA") in 1899 and served as its first president. He disseminated progressive and modern designs throughout the country as part of the ALA. He was elected a member of the Chicago Chapter of the American Institute of Architects ("AIA") in 1915 and nominated as a Fellow of the AIA in 1919; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On November 7, 2024, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

-- All exterior elevations, including rooflines, of the Building.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description:

The west half of the south 100 feet of Block 3 in Frink's Resubdivision of the north 36¼ acres of the east half of the southeast quarter of Section 8 and the north 36¼ acres of the west half of the southwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, except the east 10 feet of the west half of the south 100 feet of Block 3 aforesaid, in Cook County, Illinois.

Property Address:

301 North Central Avenue
Chicago, Illinois.

Permanent Index Number:

16-09-300-007.

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, February 19, 2025.

To the President and Members of the City Council:

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on February 18, 2025, the following items were passed by a majority of the members present:

Page 1 contains text amendment SO2025-0014865 that amends the Municipal Code by requiring tapping of water mains to be performed only by Department of Water Management or contracted licensed plumbers.

Page 1 also contains text amendment SO2024-0008277 that creates an administrative adjustment to allow the conversion of ground floor commercial space into residential units.

Page 1 further contains the historical landmark designation of Kingdom Baptist Church at 301 North Central Avenue in the 37th Ward.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 10th, 11th, 12th, 13th, 15th, 16th, 17th, 25th, 27th, 28th, 30th, 31st, 35th, 39th, 43rd, 44th, 46th, 47th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 1st, 2nd, 11th, 27th, 32nd, 35th, 39th, 47th and 50th Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 Harris moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

155 N. Carpenter St.

[Or2025-0014878]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Live Nation
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 155 North Carpenter Street, Chicago, Illinois 60607

Zoning District: DX-5

DOB Sign Permit Application Number: 101062869

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 24 feet, 0 inches; height, 3 feet, 4 inches

   Total square feet in area: 80
6. Height above grade: 67 feet, 4 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Volkan Signs & Lighting

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2545 W. Diversey Ave.
(Permit No. 101063456)

[Or2025-0015504]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: RXO Logistics
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2545 West Diversey Avenue, Chicago, Illinois 60647

Zoning District: Planned Development Number 1094

DOB Sign Permit Application Number: 101063456

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 12 feet, 0 inches; height, 6 feet, 10 inches

   Total square feet in area: 82 feet, 0 inches
6. Height above grade: 50 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Signco, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2545 W. Diversey Ave.
(Permit No. 101063461)

[Or2025-0015505]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: RXO Logistics
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2545 West Diversey Avenue, Chicago, Illinois 60647

Zoning District: Planned Development Number 1094

DOB Sign Permit Application Number: 101063461

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: Not Available
5. Dimensions: length, 12 feet, 0 inches; height, 6 feet, 10 inches

   Total square feet in area: 82 feet, 0 inches
6. Height above grade: 50 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Signco, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2455 W. Fullerton Ave.

[Or2025-0014502]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: MJ Carpenter
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2455 West Fullerton Avenue, Chicago, Illinois 60646

Zoning District: B3-1

DOB Sign Permit Application Number: 101063005

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 3 feet, 6 inches; height, 7 feet, 0 inches

   Total square feet in area: 25 feet, _____ inches
6. Height above grade: 25 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): Dominos Logo (Free Standing Sign)
8. Name of Sign Contractor/Erector: Sign Installation Chicago, Inc. TGC 128583

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1520 N. Halsted St.

[Or2025-0015498]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: La-Z-Boy Retail, Inc.
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1520 North Halsted Street, Chicago, Illinois 60642

Zoning District: C3-5

DOB Sign Permit Application Number: 101062528

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 16 feet, 3 inches; height, 10 feet, 11 inches

   Total square feet in area: 177 feet
6. Height above grade: 15 feet, 11 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Kdn Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

3401 W. Irving Park Rd.
(273 Sq. Ft.)

[Or2025-0015501]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ivy Vet
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3401 West Irving Park Road, Chicago, Illinois 60618

Zoning District: B3-1

DOB Sign Permit Application Number: 101063855

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 39 feet, 0 inches; height, 7 feet, 0 inches

   Total square feet in area: 273 feet, 0 inches
6. Height above grade: 20 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Legacy Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

3401 W. Irving Park Rd.
(139 Sq. Ft.)

[Or2025-0015507]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ivy Vet
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3401 West Irving Park Road, Chicago, Illinois 60618

Zoning District: B3-1

DOB Sign Permit Application Number: 101063855

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 26 feet, 11 inches; height, 5 feet, 2 inches

   Total square feet in area: 139 feet, 0 inches
6. Height above grade: 20 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Legacy Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2642 N. Jones St.
(Permit No. 101064097)

[Or2025-0014699]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: BrightPath Bucktown
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2642 North Jones Street, Chicago, Illinois 60647

Zoning District: C1-5

DOB Sign Permit Application Number: 101064097

Sign Details:

1. On-premises: __X__ Or Static Sign: _____
2. Off-premise: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 25 feet, 3 inches; height, 6 feet, _____ inches

   Total square feet in area: 152 feet, _____ inches
6. Height above grade: 40 feet, 3 inches
7. Elevation (side of building or lot where the sign will be erected): Southeast
8. Name of Sign Contractor/Erector: Kdn Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2642 N. Jones St.
(Permit No. 101064100)

[Or2025-0014698]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: BrightPath Bucktown
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2642 North Jones Street, Chicago, Illinois 60647

Zoning District: C1-5

DOB Sign Permit Application Number: 101064100

Sign Details:

1. On-premises: __X__ Or Static Sign: _____
2. Off-premise: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP2034289
5. Dimensions: length, 25 feet, 3 inches; height, 6 feet, _____ inches

   Total square feet in area: 152 feet, _____ inches
6. Height above grade: 21 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Kdn Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1419 N. Kingsbury St.

[Or2025-0014493]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: WF Kingsbury Center LLC
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1419 North Kingsbury Street, Chicago, Illinois 60642

Zoning District: C3-5

DOB Sign Permit Application Number: 101063408

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 22 feet, 6 inches; height, 6 feet, 6 inches

   Total square feet in area: 146 feet, _____ inches
6. Height above grade: 26 feet, 4 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

4772 N. Lincoln Ave.

[Or2025-0015654]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ali Tas
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 4772 North Lincoln Avenue, Chicago, Illinois 60625

Zoning District: B1-1

DOB Sign Permit Application Number: 101064347

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 16 feet, 0 inches; height, 7 feet, 2 inches

   Total square feet in area: 115 feet, 0 inches
6. Height above grade: 1 foot, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: TFA Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5724 N. Lincoln Ave.

[Or2025-0014636]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Castle Car Wash
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5724 North Lincoln Avenue, Chicago, Illinois 60659

Zoning District: B3-2

DOB Sign Permit Application Number: 101063970

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 35 feet, 6 inches; height, 4 feet, 0 inches

   Total square feet in area: 142 feet, 0 inches
6. Height above grade: 14 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Aurora Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2415 W. Montrose Ave.

[Or2025-0014881]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 237 Media LLC
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2415 West Montrose Avenue, Chicago, Illinois 60618

Zoning District: B3-2

DOB Sign Permit Application Number: 101062710

Sign Details:

1. On-premises: _____ Or Off-premises: __X__
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 15 feet, 0 inches; height, 23 feet, 0 inches

   Total square feet in area: 245 feet, _____ inches
6. Height above grade: 30 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): Sign will be installed on the east wall facing alley
8. Name of Sign Contractor/Erector: My Sign Guy, Inc. TGC 102259

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

4840 N. Pulaski Rd.

[Or2025-0015500]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Pollo Campero
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 4840 North Pulaski Road, Chicago, Illinois 60630

Zoning District: Planned Development Number 402

DOB Sign Permit Application Number: 101059952

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP1998255
5. Dimensions: length, 20 feet, 0 inches; height, 6 feet, 0 inches

   Total square feet in area: 120 square feet
6. Height above grade: 18 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East Elevation
8. Name of Sign Contractor/Erector: Elevate Sign Group

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2355 W. Washington Blvd.

[Or2025-0014494]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: AG Bells II LLC, doing business as Taco Bell
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2355 West Washington Boulevard, Chicago, Illinois 60612

Zoning District: C1-2

DOB Sign Permit Application Number: 101061030

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP2009081
5. Dimensions: length, 15 feet, 11 inches; height, 6 feet, 5 inches

   Total square feet in area: 102 feet, 0 inches
6. Height above grade: 23 feet, 5 inches
7. Elevation (side of building or lot where the sign will be erected): Northwest Corner
8. Name of Sign Contractor/Erector: Identity Services LLC

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

920 N. Wells St.

[Or2025-0014879]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: 920 North Wells Street Owner LLC
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 920 North Wells Street, Chicago, Illinois 60606

Zoning District: Planned Development Number 1503

DOB Sign Permit Application Number: 101062636

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 26 feet, 0 inches; height, 6 feet, 0 inches

   Total square feet in area: 156 feet, _____ inches
6. Height above grade: 10 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Triangle Sign and Awning, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

320 W. 35th St.

[Or2025-0014625]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Fanatics Chicago White Sox
(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 320 West 35th Street, Chicago, Illinois 60616

Zoning District: Planned Development Number 464

DOB Sign Permit Application Number: _____

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 15 feet, 3 inches; height, 18 feet, 8 inches

   Total square feet in area: 284 feet, _____ inches
6. Height above grade: 17 feet, 5 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: All-Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

———

At this point in the proceedings, Mayor Johnson requested leave of the body to allow Alderperson Robinson to address the members regarding a resolution he will be introducing regarding the historical injustices of slavery. The request was granted and Alderperson Robinson spoke on the issue.

AGREED CALENDAR.

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

Nays -- None.

Alderperson Harris moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE ANDREA M. VALENCIA, CITY CLERK:

CONGRATULATIONS EXTENDED TO MARICELL FLORES ON RETIREMENT FROM OFFICE OF CITY CLERK.

[R2025-0015407]

WHEREAS, Maricell Flores, a longtime public servant with the City of Chicago, is retiring from her role as a payment service representative on February 28, 2025, after three decades of dedicated service with the Office of the City Clerk; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Anna M. Valencia, City Clerk; and

WHEREAS, Maricell is a proud native of the City of Chicago. She was born and raised on the Northwest Side in Logan Square; and

WHEREAS, Maricell graduated from James Monroe Elementary, attended Lakeview High School, graduated from Kelvyn High School, and then attended Northwestern Business College where she graduated with an associate's degree in travel management; and

WHEREAS, Maricell is a proud daughter of Ramon and Ana Maria Flores, proud wife to loving partner Edwin Batchman, proud mother to Tod Lumpkin, and proud sister to late brother Ramon Flores, Jr.; and

WHEREAS, Maricell began her employment with the City of Chicago on November 1, 1993 with the Chicago Public Library where she served as a library page and Clerk II, then in April of 1998 joined the Chicago Department of Buildings as a Clerk II, and then finally on April 1, 2001, Maricell joined the Office of the City Clerk as a payment service representative; and

WHEREAS, Maricell took pride in her work, consistently provided diligent and efficient customer service; and

WHEREAS, Maricell looks forward to further exploring her hobbies and enjoying life with being able to work out more, go shopping, having time to go on more vacations, and moving to Florida as she moves onto her next chapter in life; and

WHEREAS, Maricell is admired and will be missed by her friends and colleagues throughout the departments and offices of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby express our sincere appreciation to Maricell Flores for her outstanding service to the City of Chicago, and extend to her our very best wishes for a wonderful retirement, continued happiness, and good fortune as she begins this new chapter in her life; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Maricell Flores.

Presented By

ALDERPERSON HOPKINS (2nd Ward):

TRIBUTE TO LATE MARY ELLEN CHRISTY.

[R2025-0015497]

WHEREAS, The City of Chicago has been notified of the passing of Mary Ellen Christy on December 23, 2024 by the Honorable Brian Hopkins, Alderperson of the 2nd Ward; and

WHEREAS, In 1974, Mary Ellen Christy began her life's work by founding St. Chrysostom's Day School, a preschool located at 1424 North Dearborn Parkway; and

WHEREAS, For over 40 years, Mary Ellen, as headmistress of the Day School, nurtured countless young children through their first learning experiences, believing in the infinite possibilities for each of them; and

WHEREAS, As St. Chrysostom's Day School grew to include programs from early toddler to junior kindergarten, Mary Ellen mentored dozens of Chicago's most gifted early childhood educators; and

WHEREAS, Mary Ellen shared her advice and expertise on early childhood development with thousands of parents, guiding them as they raised the next generation of young Chicagoans; and

WHEREAS, Mary Ellen raised three remarkable children -- Brooks, Lindsay, and Kate -- to be loving and faithful members of their communities, following in her footsteps; and

WHEREAS, Mary Ellen contributed to the betterment of the City of Chicago through volunteer and board work at organizations including but not limited to the Guild of the Chicago History Museum, Saint Leonard's Ministries, Deborah's Place, Chicago City Day School, House of the Good Shepherd and the National Association of Episcopal Schools; and

WHEREAS, Following her retirement from the Day School in 2018, Mary Ellen continued to share her parenting wisdom with a column in the local publication *Classic Chicago* magazine and her delight in the magic of childhood with her recently published illustrated children's book *Vinnie's Summer Adventure*; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, do hereby honor and recognize Mary Ellen Christy for her life's work and numerous contributions to the City of Chicago, and extend our sincere condolences to her family, and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Mary Ellen Christy as a token of our appreciation and esteem.

Presented By

ALDERPERSON ROBINSON (4th Ward):

TRIBUTE TO LATE MICHAEL HAMILTON.

[R2025-0015388]

WHEREAS, Michael Hamilton was born on March 31, 1955, under the vibrant spring skies of Germany. As a young boy, he embarked on a courageous journey across the ocean, ultimately finding his true home in 1958 when he was warmly embraced by Eliza and Ernest Taylor of Demopolis, Alabama. The Taylors gave Michael not just a loving home but also two brothers, Aaron (Bubba) and Ernest, with whom he forged an unbreakable

bond. He deeply cherished his adoptive parents for welcoming him into their family and nurturing his identity as a true American; and

WHEREAS, Michael's upbringing in Alabama was deeply rooted in the community of Morning Star Baptist Church, where he was baptized in June 1966. His high school days at Demopolis High School were marked by mischief and pride, especially as a member of the marching band -- a passion that endured throughout his life, highlighted by his joy when both his daughters chose to attend HBCUs known for their spirited band performances; and

WHEREAS, After graduating high school in 1973, Michael proudly served in the United States Army, joining the medical unit and demonstrating a steadfast commitment to service. Following his honorable discharge, he relocated to Chicago, diving into a new career in construction alongside his cousin, Leroy Dill. It was on Chicago's vibrant South Side that he met his soulmate, Justine Johnson, and her son, Jeffery, whom he lovingly embraced as his own. The family expanded with the addition of their daughters, Christa and April. Despite a brief relocation to California, the pull of Chicago's spirit and community brought them back permanently; and

WHEREAS, A dedicated union construction worker, Michael had a knack for fixing and creating, a skill he applied with passion both professionally and at home. His faith was a guiding light in his life, providing strength and direction through his knowledge of the Word and regular church attendance. His 42-year marriage to Justine was filled with love and companionship, reflecting their deep bond and mutual respect; and

WHEREAS, Michael's most pronounced trait was his profound love for family. He took immense pride in his daughters' accomplishments and cherished his role as a doting grandfather, giving each grandchild a unique nickname that reflected their special relationship. Known for his directness and honesty, his advice, though sometimes blunt, was always valued for its sincerity; and

WHEREAS, An avid Chicago sports fan, Michael cherished watching games, always with a cold beer in hand and a hopeful heart for another Bears Super Bowl victory. He relished local Chicago eats like Home of the Hoagy and Harold's Chicken, but nothing compared to Justine's home-cooked meals, which he declared unbeatable; and

WHEREAS, Michael was preceded in death by his parents, Eliza and Ernest Taylor, and two grandsons, Jeffrey and Jonathan. He leaves behind a loving legacy with his wife, Justine; daughters, April (married to Amadou) and Christa (married to Mark); son, Jeffery (married to Esha); grandchildren, Bricen, Rhyan, Aurielle, Jaylon, Justin, Kysen, Braque, Blaize, Aivy, and Noah; and brothers, Aaron and Ernest. His special cousins, Norma Jean and Beverly, along with a host of in-laws and friends, will continue to cherish his memory and the lasting impact of his remarkable life; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor Michael Hamilton and celebrate his life, thank him for his service, and express our appreciation for his contributions to the community; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the family of Michael Hamilton.

TRIBUTE TO LATE VIRGINIA HALAS MC CASKEY.

[R2025-0015387]

WHEREAS, The City of Chicago is deeply saddened to learn of the passing of Virginia Halas McCaskey, the esteemed matriarch of the Chicago Bears, on February 5, 2025 at the age of 102; and

WHEREAS, Virginia Marion Halas McCaskey was born on January 5, 1923, in Chicago, as the eldest child of Minnie Bushing Halas and George Halas, the legendary founder of the Chicago Bears and one of the founding fathers of the National Football League (NFL); and

WHEREAS, By the time Virginia was born, her father George "Papa Bear" Halas was a household name in football as a player and coach for the Decatur Staleys, who had acquired the team for $100 from the A.E. Staley Company in 1921 and moved the team to Chicago with a new name the Chicago Bears, a nod to their stadium hosts the Chicago Cubs; and

WHEREAS, Virginia attended Chicago Public Schools until eighth grade, when she transferred to the parish school at St. Hilary in the Budlong Woods neighborhood before attending St. Scholastica Academy for high school; and

WHEREAS, In an attempt to gain skills to help her father manage the Bears, Virginia enrolled at Drexel Institute (now Drexel University) in Philadelphia at the age of 16 to study business management, where her uncle, Walter Halas, could keep a close eye on her as the school's football, baseball, and basketball coach and where she met her husband, Ed McCaskey, as a sophomore; and

WHEREAS, Ed and Virginia married in 1943 before Ed served in the 80th Division of the United States Army during World War II, and then returning to the Chicagoland area in 1949 where they raised eight boys and three girls, and were together for 60 years until his death in 2003 at 83 years old; and

WHEREAS, As a fiercely independent woman, Virginia was lovingly nicknamed 'Laughing Girl' by her husband Ed because of her amused reaction to anyone who asked how much hired help she received around the house with her large family, and her son Patrick remarked that "the only real time she had a break was when she went into the hospital to have another baby"; and

WHEREAS, From an early age, Virginia was immersed in the world of football, joining the Bears as a toddler on their barnstorming tour across the country with their star player Red Grange, attending nearly every Bears game for decades, and witnessing eight of the team's nine league championships, including their sole Super Bowl victory in 1986; and

WHEREAS, Upon the passing of her brother George "Mugs" Halas, Jr. in 1979 and her father in 1983, Virginia inherited the Bears franchise as the principal owner, becoming

one of the most influential women in professional sports, ensuring the franchise remained within the Halas-McCaskey family as a self-described "custodian" of her father's legacy; and

WHEREAS, A devout Catholic, Virginia lived her life guided by faith, family, and football -- in that order -- embodying a legacy of class, dignity, and perseverance in all her endeavors while living by the simple adage to always "do the right thing"; and

WHEREAS, Under her leadership, the Bears have grown from her father's modest investment to a world-class franchise valued at billions of dollars, with Virginia making difficult key decisions that shaped the franchise's trajectory, including appointing trusted executives outside of the family and empowering those executives to be fully independent on football matters; and

WHEREAS, Virginia's commitment to the Chicago community extended beyond the football field, exemplified by the establishment of the Bears Care Program that has issued grants of more than $31.5 Million to 225 qualifying agencies to support education, youth athletics, and medical research and health awareness programs focusing on breast and ovarian cancer; and

WHEREAS, Even while shunning the spotlight, Virginia was a role model for women in sports leadership, demonstrating unwavering commitment, humbleness, and passion for the game, and earning the respect of players, coaches, and fans alike; and

WHEREAS, Virginia was predeceased by her husband, Ed, her son, Timothy, who passed in 2011, and her son, Michael, who passed in 2020, while she is survived by her sons, Patrick (Gretchen), Edward, Jr. (Kathy), George (Barbara), Richard, Brian (Barbara), and Joseph; daughters, Ellen (Barney) Tonquest, Mary and Anne (Mike) Carton; 21 grandchildren; 40 great-grandchildren; and four great-great-grandchildren; and

WHEREAS, Virginia leaves behind a lasting legacy as one of the longest-tenured owners in professional sports, setting a remarkable example of philanthropy, leadership, humility, and devotion to the sport of football that will continue to inspire the Chicago Bears organization, the NFL, and the entire City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, do hereby extend our deepest condolences to the family, friends, and all those who knew and admired Virginia "Mamma Bear" Halas McCaskey; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the McCaskey family and the Chicago Bears organization as a symbol of our respect and gratitude for her extraordinary life and contributions to our city and the world of professional football.

Presented By

ALDERPERSON YANCY (5th Ward):

TRIBUTE TO LATE CHRISTOPHER SUGGS.

[R2025-0015461]

WHEREAS, Christopher Suggs was born in Chicago Illinois, raised on the West Side of Chicago and graduated from Von Steuben High School. His life's mission was to motivate, mentor and positively impact young people; and

WHEREAS, Christopher worked professionally as a supervisor at Maryville Academy for young people at risk and a mental health counselor at River Edge Hospital; and

WHEREAS, Christopher, while attending DePaul University in Chicago, became a member of Omega Phi Psi Fraternity, Inc. After graduating with a bachelor of arts, he became a Cook County deputy sheriff. In keeping with his life's mission, his professional focus was working with young people; and

WHEREAS, Christopher was a member of Fellowship Missionary Baptist Church located at 4543 South Princeton Avenue in Chicago, Illinois and was a longtime member of the Men's Ministry; and

WHEREAS, Christopher was a member of 100 Black Men of Chicago, an organization where the focus was on mentoring, education, health and wellness; and

WHEREAS, Christopher was a proud father to his son, Torian, and his daughter, Christian, and instilled in them the importance of respect, moral values, self-worth, communication and conflict resolution; now, therefore,

Be It Resolved, Christopher life's work made a difference in the City of Chicago, Cook County and especially to the youth that he mentored. He will be greatly missed.

CONGRATULATIONS EXTENDED TO MYLES LEE REED, SR. ON 100TH BIRTHDAY.

[R2025-0015384]

WHEREAS, Myles Lee Reed Sr. was born January 26, 1925, in Lorman, Mississippi. We celebrate 100 years of life. A man of unwavering faith, a loving husband to Barbara Nell Wilkerson and father to Myles Lee, Jr., Frank, Darryl, Brenda, Ronald and Claude; and

WHEREAS, Myles moved to Omaha, Nebraska in his teen years and joined the United States Army in later years. Using his G.I. bill, he attended the University of Nebraska, where he pledged Kappa Alpha Psi Fraternity, Inc. and received his bachelor of science in physical education; and

WHEREAS, Myles relocated to Chicago, Illinois in the late 1950's while raising his family he worked professionally as a job development specialist and Equal Employment Opportunity Commission (EEOC) officer. He worked at Olivet Institute, Jobs Now Project, Borg-Warner Corporation -- where he served as one of the first Black executives in the 1960s -- Chicago Urban League, and Ada S, McKinley Foundation; and

WHEREAS, Myles was extremely civic-minded and interested; and

WHEREAS, Myles played semi-pro baseball with the Dukes of the Washington Park Baseball League until the age of 41 years young. He also coached the Orioles of the Jackie Robinson West Little League in Brainard Park, now, therefore,

Be It Resolved, Myles currently lives in the 5th Ward and we commemorate him in making a difference in the community. Myles ran for alderman of the 21st ward twice; he celebrates 100 years of life and the positive impact on the lives he has touched and may he continue to share his wisdom and knowledge creating a lasting legacy.

Presented By

ALDERPERSON HARRIS (8th Ward):

CONGRATULATIONS EXTENDED TO JOAN BRADLEY ON 70TH BIRTHDAY.

[R2025-0015076]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joan Bradley in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Joan Bradley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joan Bradley belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Joan Bradley on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Joan Bradley for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joan Bradley in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA BROWN ON 65TH BIRTHDAY.
[R2025-0015077]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Brown in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Patricia Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia Brown belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Patricia Brown on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Patricia Brown for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia Brown in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WALTER DANIELS ON 70TH BIRTHDAY.
[R2025-0015078]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Walter Daniels in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Walter Daniels on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Walter Daniels belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Walter Daniels on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Walter Daniels for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Walter Daniels in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GEORGE DOVER ON 70TH BIRTHDAY.
[R2025-0015081]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to George Dover in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to George Dover on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, George Dover belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate George Dover on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to George Dover for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to George Dover in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO YVETTE FLINT ON 65TH BIRTHDAY.
[R2025-0015083]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yvette Flint in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Yvette Flint on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Yvette Flint belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Yvette Flint on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Yvette Flint for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Yvette Flint in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LOUIS GILLESPIE ON 65TH BIRTHDAY.
[R2025-0015084]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Louis Gillespie in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Louis Gillespie on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Louis Gillespie belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Louis Gillespie on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Louis Gillespie for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Louis Gillespie in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ARNOLD L. GRANT ON 90TH BIRTHDAY.
[R2025-0015085]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arnold L. Grant in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Arnold L. Grant on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Arnold L. Grant belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Arnold L. Grant on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Arnold L. Grant for his continued good health, happiness and success following this, his 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Arnold L. Grant in honor of his 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LORRAINE HARTLEY ON 80TH BIRTHDAY.
[R2025-0015086]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lorraine Hartley in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lorraine Hartley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lorraine Hartley belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Lorraine Hartley on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lorraine Hartley for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lorraine Hartley in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA HAYES ON 85TH BIRTHDAY.
[R2025-0015087]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Hayes in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Patricia Hayes on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia Hayes belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Patricia Hayes on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Patricia Hayes for her continued good health, happiness and success following this, her 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia Hayes in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA HICKS ON 75TH BIRTHDAY.
[R2025-0015089]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Hicks in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Patricia Hicks on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia Hicks belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Patricia Hicks on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Patricia Hicks for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia Hicks in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CLIFFORD JONES ON 70TH BIRTHDAY.
[R2025-0015239]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Clifford Jones in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Clifford Jones on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Clifford Jones belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Clifford Jones on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Clifford Jones for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Clifford Jones in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SAMMIE LEE, JR. ON 85TH BIRTHDAY.

[R2025-0015241]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sammie Lee, Jr. in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Sammie Lee, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sammie Lee, Jr. belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Sammie Lee, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Sammie Lee, Jr. for his continued good health, happiness and success following this, his 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sammie Lee, Jr. in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RAYMOND E. MC MILLAN ON 70TH BIRTHDAY.

[R2025-0015242]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Raymond E. McMillan in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Raymond E. McMillan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Raymond E. McMillan belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Raymond E. McMillan on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Raymond E. McMillan for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Raymond E. McMillan in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TERRANCE G. MOSLEY ON 75TH BIRTHDAY.

[R2025-0015243]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Terrance G. Mosley in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Terrance G. Mosley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Terrance G. Mosley belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Terrance G. Mosley on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Terrance G. Mosley for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Terrance G. Mosley in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KIMBERLY OWENS ON 65TH BIRTHDAY.

[R2025-0015250]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kimberly Owens in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Kimberly Owens on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kimberly Owens belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Kimberly Owens on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Kimberly Owens for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kimberly Owens in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BEVERLY JEAN PRITCHETT ON 65TH BIRTHDAY.

[R2025-0015251]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Beverly Jean Pritchett in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Beverly Jean Pritchett on this momentous occasion as recognition for being a stellar Resident of the City of Chicago; and

WHEREAS, Beverly Jean Pritchett belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Beverly Jean Pritchett on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Beverly Jean Pritchett for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Beverly Jean Pritchett in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIE ROBERTS ON 80TH BIRTHDAY.

[R2025-0015253]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marie Roberts in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Marie Roberts on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marie Roberts belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Marie Roberts on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Marie Roberts for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marie Roberts in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHARLES E. SAUNDERS ON 80TH BIRTHDAY.

[R2025-0015254]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles E. Saunders in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Charles E. Saunders on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles E. Saunders belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Charles E. Saunders on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Charles E. Saunders for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Charles E. Saunders in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CARRIE SMITH ON 75TH BIRTHDAY.

[R2025-0015255]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carrie Smith in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Carrie Smith on this momentous occasion as recognition for being a stellar Resident of the City of Chicago; and

WHEREAS, Carrie Smith belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Carrie Smith on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Carrie Smith for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carrie Smith in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KAREN SMITH ON 75TH BIRTHDAY.

[R2025-0015256]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Karen Smith in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Karen Smith on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Karen Smith belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Karen Smith on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Karen Smith for their continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Karen Smith in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WYONNA SMITH ON 65TH BIRTHDAY.
[R2025-0015257]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Wyonna Smith in honor of her 65th Birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Wyonna Smith on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Wyonna Smith belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Wyonna Smith on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Wyonna Smith for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Wyonna Smith in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOYCE STACKHOUSE ON 70TH BIRTHDAY.
[R2025-0015275]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joyce Stackhouse in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Joyce Stackhouse on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joyce Stackhouse belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Joyce Stackhouse on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Joyce Stackhouse for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joyce Stackhouse in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TAZAMA SUN ON 85TH BIRTHDAY.

[R2025-0015276]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Tazama Sun in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Tazama Sun on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Tazama Sun belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate Tazama Sun on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Tazama Sun for her continued good health, happiness and success following this, her 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Tazama Sun in honor of her 85th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON QUINN (13th Ward):

CONGRATULATIONS EXTENDED TO OFFICER JAMES W. MC GUIRE ON 33 YEARS SERVICE WITH CHICAGO POLICE DEPARTMENT.

[R2025-0015359]

WHEREAS, Police Officer James W. McGuire, Star Number 4597, served on the Chicago Police Department from October 23, 1995 to January 16, 2025, completing 29 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 29 years of service with the Chicago Police Department, Police Officer James W. McGuire excelled in many areas. He received 131 awards and achievements: 19 Complimentary Letters, seven Department Commendations, 92 Honorable Mentions, a Superintendent's Honorable Mention and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 19th day of February 2025, do hereby express our sincerest appreciation to Police Officer James W. McGuire for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer James W. McGuire.

CONGRATULATIONS EXTENDED TO OFFICER DANIEL W. PALUCK ON 33 YEARS SERVICE WITH CHICAGO POLICE DEPARTMENT.

[R2025-0015358]

WHEREAS, Police Officer Daniel W. Paluck, Star Number 8467, served on the Chicago Police Department from December 2, 1991 to January 15, 2025, completing 33 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 33 years of service with the Chicago Police Department, Police Officer Daniel W. Paluck excelled in many areas. He received 70 awards and achievements: nine Complimentary Letters, one Department Commendation, 54 Honorable Mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 19th day of February 2025, do hereby express our sincerest appreciation to Police Officer Daniel W. Paluck for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Daniel W. Paluck.

Presented By

ALDERPERSON LOPEZ (15th Ward):

CONGRATULATIONS EXTENDED TO HEALTHCARE ALTERNATIVE SYSTEMS ON 50TH ANNIVERSARY.

[R2025-0015465]

WHEREAS, Healthcare Alternative Systems (H.A.S.) was founded in 1974 by Antonio "Toni" Garcia to address the critical needs of individuals and families affected by substance use, mental health challenges and social disparities in Chicago communities; and

WHEREAS, Healthcare Alternative Systems has remained steadfast in its mission to empower individuals, families and communities to improve their health and well-being by providing a comprehensive continuum of care that includes prevention, intervention, treatment and recovery services; and

WHEREAS, Healthcare Alternative Systems is instrumental in supporting residents in wards across the City of Chicago, including those represented by the Honorable Daniel La Spata, Alderperson of the 1st Ward, the Honorable Raymond Lopez, Alderperson of the 15th Ward, the Honorable Walter Burnett, Jr., Alderperson of the 27th Ward, the Honorable Felix Cardona, Alderperson of the 31st Ward, the Honorable Jessie Fuentes, Alderperson of the 26th Ward, the Honorable Scott Waguespack, Alderperson of the 32nd Ward and the Honorable Emma Mitts, Alderperson of the 37th Ward; and

WHEREAS, Healthcare Alternative Systems provides essential behavioral health and social services to individuals and families in the diverse communities of Back of the Yards, Brighton Park, Gage Park, West Englewood, Humboldt Park, Logan Square, West Town, Wicker Park, Bucktown, Ukrainian Village, East Village, Belmont Cragin, Hermosa, Avondale, Lakeview, Lincoln Park, Roscoe Village, West Lakeview, Austin, West Garfield Park, West Humboldt Park, Near West Side, West Loop, Fulton River District, River West and Goose Island; and

WHEREAS, In addition to its presence in Chicago, H.A.S. extends its services to the broader suburban communities of Broadview, Bellwood, Melrose Park and Wheaton, Illinois, ensuring that individuals and families throughout the region have access to quality care and support; and

WHEREAS, The vision of Healthcare Alternative Systems is to foster a society where individuals and families lead healthier, more fulfilling lives, free from the stigma and barriers associated with behavioral health challenges; and

WHEREAS, For five decades, Healthcare Alternative Systems has been an instrumental organization in Chicago, growing to operate 14 facilities across the Chicagoland area, including its newest location in Bellwood, Illinois, to ensure access to life-changing services for underserved populations; and

WHEREAS, Healthcare Alternative Systems provides a wide array of vital services, including substance use treatment, mental health counseling, domestic violence support, gambling prevention programs, housing assistance and crisis intervention, offering hope and healing to thousands of individuals annually; and,

WHEREAS, Healthcare Alternative Systems' innovative programs and unwavering commitment to equity have made a profound impact on communities disproportionately affected by social and economic inequities, particularly on Chicago's West Side; and

WHEREAS, On October 16, 2024, Healthcare Alternative Systems celebrated its 50th anniversary of service, honoring a legacy of resilience, advocacy and community care, while continuing to address pressing challenges such as the opioid crisis and mental health access with dedication and compassion; 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 19th day of February 2025, do hereby recognize Healthcare Alternative Systems for its 50 years of exemplary service and leadership in behavioral health and social services to our city; and

Be It Further Resolved by the City Council of the City of Chicago, That the City of Chicago honors the legacy of Healthcare Alternative Systems' founder, Antonio "Toni" Garcia, and commends the organization's staff, volunteers and supporters for their contributions to building healthier, more equitable communities; and

Be It Further Resolved by the City Council of the City of Chicago, That the City of Chicago encourages all residents to acknowledge and celebrate the transformative impact of Healthcare Alternative Systems and support its continued efforts to improve the lives of individuals and families throughout Chicagoland; and

Be It Further Resolved by the City Council of the City of Chicago, That suitable copies of this resolution be prepared and presented to the Healthcare Alternative Systems for display at all service locations throughout the City of Chicago.

CONGRATULATIONS EXTENDED TO HAYDEE BORGES ON 65TH BIRTHDAY.
[R2025-0015427]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Haydee Borges in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Haydee Borges on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Haydee Borges now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Haydee Borges for her continued good health, happiness, and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Haydee Borges in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EDELMIRA CORNEJO ON 70TH BIRTHDAY.
[R2025-0015437]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Edelmira Cornejo in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Edelmira Cornejo on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Edelmira Cornejo has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Edelmira Cornejo for her continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Edelmira Cornejo in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JESUS GALINDO ON 70TH BIRTHDAY.

[R2025-0015439]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jesus Galindo in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Jesus Galindo on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Jesus Galindo has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Jesus Galindo for his continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Jesus Galindo in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALBEZA GONZALEZ ON 65TH BIRTHDAY.
[R2025-0015426]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Albeza Gonzalez in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Albeza Gonzalez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Albeza Gonzalez now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Albeza Gonzalez for her continued good health, happiness, and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Albeza Gonzalez in honor of her 65th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO CAROL HARRIS ON 70TH BIRTHDAY.
[R2025-0015436]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carol Harris in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Carol Harris on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Carol Harris has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Carol Harris for her continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Carol Harris in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MANUEL HERNANDEZ-FUENTES ON 80TH BIRTHDAY.

[R2025-0015454]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Manuel Hernandez-Fuentes in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Manuel Hernandez-Fuentes on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Manuel Hernandez-Fuentes has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do

hereby extend our warmest and heartfelt best wishes to Manuel Hernandez-Fuentes for his continued good health, happiness, and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Manuel Hernandez-Fuentes in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SAUL HERNANDEZ, SR. ON 70TH BIRTHDAY.

[R2025-0015441]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Saul Hernandez, Sr. in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Saul Hernandez, Sr. on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Saul Hernandez, Sr. has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Saul Hernandez, Sr. for his continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Saul Hernandez, Sr. in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO UBERTINO HERNANDEZ, SR. ON 70TH BIRTHDAY.

[R2025-0015442]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ubertino Hernandez, Sr. in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Ubertino Hernandez, Sr. on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Ubertino Hernandez, Sr. has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Ubertino Hernandez, Sr. for his continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Ubertino Hernandez, Sr. in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BETTY JOHNSON ON 80TH BIRTHDAY.

[R2025-0015449]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Betty Johnson in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Betty Johnson on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Betty Johnson has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and Members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Betty Johnson for her continued good health, happiness, and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Betty Johnson in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LOLA JONES ON 90TH BIRTHDAY.

[R2025-0015457]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lola Jones in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Lola Jones on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Lola Jones has been a member of our 15th Ward seniors community for the last 25 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do

hereby extend our warmest and heartfelt best wishes to Lola Jones for her continued good health, happiness, and success following this 90th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Lola Jones in honor of her 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KATHLEEN KELLY ON 70TH BIRTHDAY.
[R2025-0015440]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kathleen Kelly in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Kathleen Kelly on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Kathleen Kelly has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Kathleen Kelly for her continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Kathleen Kelly in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANNA KYLES ON 70TH BIRTHDAY.

[R2025-0015433]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anna Kyles in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Anna Kyles on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Anna Kyles has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Anna Kyles for her continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Anna Kyles in honor of her 70th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO IDA LONGS ON 75TH BIRTHDAY.

[R2025-0015428]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ida Longs in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Ida Longs on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Ida Longs now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Ida Longs for her continued good health, happiness, and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Ida Longs in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BENITA LUJANO ON 70TH BIRTHDAY.
[R2025-0015434]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Benita Lujano in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Benita Lujano on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Benita Lujano has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do

hereby extend our warmest and heartfelt best wishes to Benita Lujano for her continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Benita Lujano in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MICHAEL LYNCH ON 65TH BIRTHDAY.
[R2025-0015430]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michael Lynch in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Michael Lynch on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Michael Lynch now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Michael Lynch for his continued good health, happiness, and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Michael Lynch in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARLENE MARTINEZ ON 75TH BIRTHDAY.

[R2025-0015448]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marlene Martinez in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Marlene Martinez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Marlene Martinez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Marlene Martinez for her continued good health, happiness, and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Marlene Martinez in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ELIZABETH MATULEWICZ ON 75TH BIRTHDAY.

[R2025-0015443]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Elizabeth Matulewicz in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Elizabeth Matulewicz on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Elizabeth Matulewicz has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Elizabeth Matulewicz for her continued good health, happiness, and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Elizabeth Matulewicz in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LOUVICE MC MURTY ON 75TH BIRTHDAY.

[R2025-0015447]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Louvice McMurtry in honor of her 75th Birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Louvice McMurtry on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Louvice McMurtry has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do

hereby extend our warmest and heartfelt best wishes to Louvice McMurtry for her continued good health, happiness, and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Louvice McMurtry in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUAN MIRANDA ON 75TH BIRTHDAY.
[R2025-0015445]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juan Miranda in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Juan Miranda on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Juan Miranda has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Juan Miranda for his continued good health, happiness, and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Juan Miranda in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JIMMIE MURRY ON 80TH BIRTHDAY.
[R2025-0015453]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jimmie Murry in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Jimmie Murry on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Jimmie Murry has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Jimmie Murry for his continued good health, happiness, and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Jimmie Murry in honor of his 80th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO CASIMIR NIEDOS ON 90TH BIRTHDAY.
[R2025-0015456]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Casimir Niedos in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Casimir Niedos on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Casimir Niedos has been a member of the City of Chicago's seniors community for the last 25 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Casimir Niedos for his continued good health, happiness, and success following this 90th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Casimir Niedos in honor of his 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HERIBETO RAMIREZ ON 70TH BIRTHDAY.
[R2025-0015438]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Heriberto Ramirez in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Heriberto Ramirez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Heriberto Ramirez has been a member of our 15th Ward seniors community for the last 5 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do

hereby extend our warmest and heartfelt best wishes to Heriberto Ramirez for his continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Heriberto Ramirez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NANETTE RAMIREZ ON 65TH BIRTHDAY.
[R2025-0015431]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nanette Ramirez in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Nanette Ramirez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Nanette Ramirez now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Nanette Ramirez for her continued good health, happiness, and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Nanette Ramirez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ELNORA ROBINSON ON 75TH BIRTHDAY.
[R2025-0015444]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Elnora Robinson in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Elnora Robinson on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Elnora Robinson has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Elnora Robinson for her continued good health, happiness, and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Elnora Robinson in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LORRAINE ROSS ON 75TH BIRTHDAY.
[R2025-0015446]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lorraine Ross in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Lorraine Ross on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Lorraine Ross has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Lorraine Ross for her continued good health, happiness, and success following this 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Lorraine Ross in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DORIS RUSH ON 80TH BIRTHDAY.

[R2025-0015450]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Doris Rush in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Doris Rush on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Doris Rush has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Doris Rush for her continued good health, happiness, and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Doris Rush in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARGARITO SANDOVAL ON 65TH BIRTHDAY.

[R2025-0015429]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margarito Sandoval in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Margarito Sandoval on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Margarito Sandoval now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Margarito Sandoval for his continued good health, happiness, and success following this 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Margarito Sandoval in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FLORENCE SMITH ON 80TH BIRTHDAY.

[R2025-0015452]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Florence Smith in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Florence Smith on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Florence Smith has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Florence Smith for her continued good health, happiness, and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Florence Smith in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VICTORIANO SOLORIO ON 80TH BIRTHDAY.

[R2025-0015455]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Victoriano Solorio in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Victoriano Solorio on the occasion of this

momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Victoriano Solorio has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Victoriano Solorio for his continued good health, happiness, and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Victoriano Solorio in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALLENA TERRY ON 70TH BIRTHDAY.
[R2025-0015432]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Allena Terry in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Allena Terry on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Allena Terry has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Allena Terry for her continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Allena Terry in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BOBBIE TRAVIS ON 70TH BIRTHDAY.
[R2025-0015435]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bobbie Travis in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Bobbie Travis on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Bobbie Travis has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Bobbie Travis for her continued good health, happiness, and success following this 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Bobbie Travis in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FLORA VARGAS ON 80TH BIRTHDAY.
[R2025-0015451]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Flora Vargas in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Flora Vargas on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Flora Vargas has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Flora Vargas for her continued good health, happiness, and success following this 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Flora Vargas in honor of her 80th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON COLEMAN (16th Ward):

TRIBUTE TO LATE CLARENCE ALPHONSO GLOVER.
[R2025-0015460]

WHEREAS, The City of Chicago and the 16th Ward collectively mourn the passing of a distinguished citizen, devoted man of faith, an exceptional entrepreneur, and a beloved

community leader, Mr. Clarence Alphonso Glover, who departed this life to join the heavenly realm; and

WHEREAS, Clarence Alphonso Glover was born on August 9, 1943, bringing joy to his mother, Ms. Lorene, and was raised in a home deeply rooted in faith and love by his grandparents, Leola and Sandy Glover. His spiritual foundation, established at Mt. Gilliam Missionary Baptist Church, shaped his lifelong devotion to faith and service; and

WHEREAS, Mr. Glover dedicated his life to uplifting others through music, community service, and unwavering commitment to his church. As choir director and church secretary at Morning View Baptist Church, he inspired and nurtured many voices, creating a lasting legacy of unity and praise; and

WHEREAS, His entrepreneurial spirit flourished as the proud owner of Majestic Florist at 8145 South Cottage Grove Avenue, where his unique floral artistry adorned the homes and events of countless individuals for over 50 years, earning him a distinguished clientele and establishing him as a pillar in the Chatham community; and

WHEREAS, Mr. Glover's civic contributions were immeasurable, serving on the Board of Directors for Chatham, participating in various commissions, and acting as an honorary trustee at McKenzie Mission Ministry. His dedication to community betterment and leadership was recognized and revered; and

WHEREAS, As the national president of the Glover/Rembert Family, Mr. Glover lead annual reunions across the country since 1980, fostering family unity and preserving a proud heritage; and

WHEREAS, Clarence A. Glover was a man of adventure and culture, embracing the beauty of travel and experiencing the vibrant landscapes of Hawaii, Florida, Phoenix, Seattle, and Las Vegas, always cherishing the company of family and friends; and

WHEREAS, We offer our deepest condolences to Rickey, Richard and Tasha, their mother, Johnnie Mae Jones, and the entire Glover/Jones family, offering wishes of solace, strength, and reassurance during this challenging time. Let us cherish the love, wisdom, and memories that Mr. Glover graciously shared with all who knew him. May the encompassing love that surrounds you provide comfort and peace; now, therefore,

Be It Further Resolved, That today, as we commemorate this Celebration of Life of Mr. Clarence Alphonso Glover, we acknowledge the profound contributions he has made to his family, his community, and his city. Let this proclamation stand as a testament to the remarkable journey of a man who embodied resilience, grace, and strength.

TRIBUTE TO LATE MOTHER TREOPIA THOMAS.

[R2025-0015279]

WHEREAS, The 16th Ward of the City of Chicago mourns the loss of a beloved community servant, Mother Treopia Thomas, who has been called home to be with our Lord and Savior; and

WHEREAS, Mother Thomas was a beacon of light and love, a devoted mother to the 700 block of West 60th Street, and a tireless advocate for community wellbeing. Her unwavering commitment to uplifting and empowering others serves as a lasting testament to her strength, compassion, and faith; and

WHEREAS, The grace, wisdom, and generosity of Mother Thomas have left an indelible mark on the hearts of all who were blessed to know her. Her family and friends, and community, especially our beloved 16th Ward All-Star, Mr. Darryl Thomas, affectionally known as DT, have been profoundly impacted by her love and guidance; and

WHEREAS, We, the residents and leadership of the 16th Ward, extend our deepest sympathies and heartfelt wishes of solace, strength, and reassurance to the entire Thomas family during this challenging time. May they find comfort in knowing that Mother Thomas' legacy will endure in the lives she touched and the memories she created; now, therefore,

Be It Resolved, That I, on behalf of the 16th Ward and the City of Chicago, hereby honor and celebrate the life of Mother Treopia Thomas, recognizing her as a true angel of the 16th Ward, and

Be It Further Resolved, That a copy of this acknowledgment be presented to the Thomas family as a lasting tribute to Mother Treopia Thomas and her remarkable legacy.

CONGRATULATIONS EXTENDED TO KATIE BELL ON 75TH BIRTHDAY.

[R2025-0015364]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Katie Bell on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Katie Bell to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Katie Bell has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Katie Bell's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Katie Bell as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO NATHANIEL BUIE ON 75TH BIRTHDAY.

[R2025-0015363]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Nathaniel Buie on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Nathaniel Buie to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Nathaniel Buie has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Nathaniel Buie's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nathaniel Buie as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JAMES DAVIS ON 75TH BIRTHDAY.

[R2025-0015362]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to James Davis on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage James Davis to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, James Davis has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate James Davis' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James Davis as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MORRIS DURHAM ON 70TH BIRTHDAY.
[R2025-0015010]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Morris Durham on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Morris Durham to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Morris Durham, has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Morris Durham's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Morris Durham as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROBERT HALL ON 75TH BIRTHDAY.
[R2025-0015020]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Robert Hall on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Robert Hall to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Robert Hall has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Robert Hall's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert Hall as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ALLIE HERRING ON 80TH BIRTHDAY.

[R2025-0015403]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Allie Herring on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Allie Herring to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Allie Herring has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Allie Herring's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Allie Herring as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CAROLYN HILL ON 70TH BIRTHDAY.

[R2025-0015013]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Carolyn Hill on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Carolyn Hill to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Carolyn Hill has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Carolyn Hill's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carolyn Hill as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WILMA JONES ON 75TH BIRTHDAY.

[R2025-0015365]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Wilma Jones on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Wilma Jones to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Wilma Jones has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Wilma Jones' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Wilma Jones as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARILYN KINCAIDE ON 75TH BIRTHDAY.

[R2025-0015069]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Marilyn Kincaide on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Marilyn Kincaide to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Marilyn Kincaide has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; and

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Marilyn Kincaide's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marilyn Kincaide as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO FREDERICK KRAUSE ON 80TH BIRTHDAY.

[R2025-0015400]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Frederick Krause on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Frederick Krause to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Frederick Krause has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Frederick Krause's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Frederick Krause as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WADDELL MC GHEE ON 70TH BIRTHDAY.

[R2025-0015016]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Waddell McGhee on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Waddell McGhee to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Waddell McGhee has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Waddell McGhee's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Waddell McGhee as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO NATHANIEL METCALF ON 80TH BIRTHDAY.
[R2025-0015378]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Nathaniel Metcalf on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Nathaniel Metcalf to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Nathaniel Metcalf has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Nathaniel Metcalf's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nathaniel Metcalf as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO KENNETH MONROE ON 65TH BIRTHDAY.
[R2025-0014988]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Kenneth Monroe on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Kenneth Monroe to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Kenneth Monroe has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Kenneth Monroe's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Kenneth Monroe as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO VERNITA RALLINGS ON 80TH BIRTHDAY.
[R2025-0015402]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Vernita Rallings on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Vernita Rallings to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Vernita Rallings has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Vernita Rallings' 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Vernita Rallings as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LEON RICHARDSON ON 80TH BIRTHDAY.
[R2025-0015377]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Leon Richardson on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Leon Richardson to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Leon Richardson has continued to be an abundance of wisdom, and we value all the gems and treasure you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago gathered this 19th day of February 2025, do hereby celebrate Leon Richardson's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Leon Richardson as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RAYMOND SEAY ON 65TH BIRTHDAY.
[R2025-014989]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Raymond Seay on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Raymond Seay to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Raymond Seay has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Raymond Seay's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Raymond Seay as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LETITIA SHANNON ON 85TH BIRTHDAY.
[R2025-0015404]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Letitia Shannon on her 85th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Letitia Shannon to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Letitia Shannon has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Letitia Shannon's 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Letitia Shannon as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JAMES SHEARD ON 85TH BIRTHDAY.

[R2025-0015405]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to James Sheard on his 85th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage James Sheard to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, James Sheard has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate James Sheard's 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James Sheard as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DARLEAN SHIELDS ON 70TH BIRTHDAY.

[R2025-0015015]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Darlean Shields on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Darlean Shields to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Darlean Shields has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; and

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Darlean Shields' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Darlean Shields as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RITHA SHIELDS ON 65TH BIRTHDAY.
[R2025-0014990]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ritha Shields on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Ritha Shields to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Ritha Shields has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Ritha Shields 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ritha Shields as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WILFLOYD SMITH ON 65TH BIRTHDAY.
[R2025-0014984]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Wilfloyd Smith on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Wilfloyd Smith to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Wilfloyd Smith has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Wilfloyd Smith's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Wilfloyd Smith as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JAKE TATES ON 80TH BIRTHDAY.

[R2025-0015401]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jake Tates on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jake Tates to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Jake Tates has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Jake Tates' 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jake Tates as a token of appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ANNIE WILLIAMS ON 70TH BIRTHDAY.

[R2025-0015014]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Annie Williams on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Annie Williams to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Annie Williams, has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Annie Williams' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Annie Williams as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO IZOLA WRIGHT ON 65TH BIRTHDAY.

[R2025-0014986]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Izola Wright on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Izola Wright to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Izola Wright has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of February 2025, do hereby celebrate Izola Wright's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Izola Wright as a token of our appreciation and blessed wishes.

Presented By

ALDERPERSON CURTIS (18th Ward):

TRIBUTE TO LATE DR. HATTIE B. JONES.

[R2025-0015065]

WHEREAS, With profound sorrow and a heavy heart, the city acknowledges the loss of Honorable Prophetess Dr. Hattie B. Jones; and

WHEREAS, The Chicago City Council has been informed of Dr. Jones' passing by the Honorable Derrick G. Curtis, Alderperson of the 18th Ward; and

WHEREAS, Dr. Jones was born in Madison County, Mississippi, into a rich and diverse lineage that included Native American, Asian, and Irish ancestry as the daughter of Deacon Alex "Buddy Red" Johnson and Mother Lula B. Watkins Johnson and the 8th of 21 children; and

WHEREAS, During her membership at St. Mark Church of God in Christ (C.O.G.I.C.) in Canton, Mississippi, she met and married the late Lawrence C. Jones, Sr. on

August 10, 1940 before relocating to Jackson, Mississippi, where they were devoted members of Davis Temple C.O.G.I.C and raised five children; and

WHEREAS, Following Lawrence's service in the U.S. Navy during World War II, the family lived in various parts of the country before settling in Chicago where they joined the Union Tabernacle Church of God in Christ under the leadership of the late Bishop R. L. Ford and later, served at Rehoboth C.O.G.I.C. under Pastor John A. Jones and Bishop Louis H. Ford; and

WHEREAS, After earning a Doctorate of Divinity from Logos Bible College, Dr. Jones founded the Evangelist Hattie B. Jones Ministries in the 1970s and under the leadership of Bishop H.W. Goldsberry at Faith Temple C.O.G.I.C., Dr. Jones was appointed Overseer of Great Northern C.O.G.I.C. in 1979; and

WHEREAS, Following her service as a temporary pastor, Dr. Jones established New Nation Ministries, which operated from multiple locations on the South Side of Chicago before acquiring its current location at 1700 West 87th Street; and

WHEREAS, Throughout her ministry, Dr. Jones collaborated and fellowshipped with esteemed religious leaders such as Apostle Richard D. Henton, Bishops William Bonner, Benny Goodwin, E. E. Cleveland, Willie J. Campbell, and Pastors James Harris and Helen Turner; and

WHEREAS, Dr. Jones' unwavering commitment to her faith, family, and community left a mark on the City of Chicago and a strong impact on political, economic, and spiritual leaders in the City; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and honor the life and legacy of the Honorable Prophetess Dr. Hattie B. Jones, and extend our condolences to her family, friends, and congregation; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Prophetess Dr. Hattie B. Jones as a token of our respect, gratitude, and admiration.

CONGRATULATIONS EXTENDED TO REVEREND DR. WILLIAM H. FOSTER, JR. ON 25 YEARS AS SENIOR PASTOR OF PROVIDENCE MISSIONARY BAPTIST CHURCH.

[R2025-0015398]

WHEREAS, On Sunday, March 9, 2025, the Reverend Dr. William H. Foster, Jr., will celebrate 25 years as Senior Pastor of Providence Missionary Baptist Church; and

WHEREAS, The City Council has been informed of this occasion by the Honorable Derrick G. Curtis, Alderperson of the 18th Ward; and

WHEREAS, Prior to his ministerial calling, Reverend Dr. Foster was drafted in 1980 by the Chicago Bulls, where he played professionally before transitioning into his higher calling of faith and service; and

WHEREAS, In January 2000, Reverend Dr. Foster was elected as the third senior pastor of Providence Missionary Baptist Church, located on the South Side of Chicago, where he has continued to lead the congregation in teaching God's word and spreading the gospel; and

WHEREAS, Under the divine leadership of Reverend Dr. Foster, Providence Missionary Baptist Church has expanded its ministries and outreach programs, including the establishment of a Youth Church, the launch of an audio and video ministry in May 2018, and the acquisition of the former Barbara Sizemore Academy in December 2015, which will be repurposed into a Christian multi-purpose facility; and

WHEREAS, Reverend Dr. Foster has also spearheaded the creation of the Providence Food Pantry, which serves the community every Wednesday, ensuring that those in need have access to essential nutrition; and

WHEREAS, The Providence Tech Center was established in the spring of 2020 under Reverend Dr. Foster's leadership, providing valuable technological resources and education to the congregation and surrounding community; and

WHEREAS, In 2024, Reverend Dr. Foster led the complete renovation of the church, ensuring that Providence Missionary Baptist Church remains a beacon of faith and service for future generations; and

WHEREAS, The city and its residents, particularly those of the Providence Missionary Baptist Church community, have been profoundly impacted by Reverend Dr. Foster's leadership, vision, and unwavering commitment to servanthood; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and honor the Reverend Dr. William H. Foster, Jr., for his 25 years of faithful leadership and dedicated service to Providence Missionary Baptist Church and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Dr. William H. Foster, Jr. as a token of our gratitude and recognition of his enduring contributions to his congregation and the broader community.

Presented By

ALDERPERSON O'SHEA (19th Ward):

CONGRATULATIONS EXTENDED TO SERGEANT WILLIAM J. ANGUS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015091]

WHEREAS, After 29 years of distinguished public service, Sergeant William J. Angus is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Angus upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Angus devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Angus for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant William J. Angus (Star Number 1691) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant William J. Angus.

CONGRATULATIONS EXTENDED TO SERGEANT JAMES P. BAILEY, JR. ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015093]

WHEREAS, After 30 years of distinguished public service, Sergeant James P. Bailey, Jr. is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Bailey, Jr. upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Bailey, Jr. devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Bailey, Jr. for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant James P. Bailey, Jr. (Star Number 13137) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant James P. Bailey, Jr.

CONGRATULATIONS EXTENDED TO SERGEANT SAUL D. BARRIENTOS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015094]

WHEREAS, After 29 years of distinguished public service, Sergeant Saul D. Barrientos is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Barrientos upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Barrientos devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Barrientos for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Saul D. Barrientos (Star Number 2397) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Saul D. Barrientos.

CONGRATULATIONS EXTENDED TO SERGEANT JOHN J. BARTUCH ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015095]

WHEREAS, After 22 years of distinguished public service, Sergeant John J. Bartuch is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the

officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Bartuch upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Bartuch devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Bartuch for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant John J. Bartuch (Star Number 1598) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John J. Bartuch.

CONGRATULATIONS EXTENDED TO SERGEANT BRIAN K. BLACKMAN ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015096]

WHEREAS, After 29 years of distinguished public service, Sergeant Brian K. Blackman is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Blackman upheld the finest traditions of the law enforcement community, and his hard work, commitment, and

dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Blackman devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Blackman for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Brian K. Blackman (Star Number 1237) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Brian K. Blackman.

CONGRATULATIONS EXTENDED TO SERGEANT SANDRA G. BRYANT ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015097]

WHEREAS, After 29 years of distinguished public service, Sergeant Sandra G. Bryant is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Bryant upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Bryant devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Bryant for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Sandra G. Bryant (Star Number 20587) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Sandra G. Bryant.

CONGRATULATIONS EXTENDED TO SERGEANT EDWIN CARABALLO ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015099]

WHEREAS, After 28 years of distinguished public service, Sergeant Edwin Caraballo is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Caraballo upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Caraballo devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Caraballo for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Edwin Caraballo (Star Number 1268) on his retirement and thank him for his

service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Edwin Caraballo.

CONGRATULATIONS EXTENDED TO SERGEANT DENA M. CARLI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015101]

WHEREAS, After 24 years of distinguished public service, Sergeant Dena M. Carli is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless City residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Carli upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Carli devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Carli for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Dena M. Carli (Star Number 1067) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Dena M. Carli.

CONGRATULATIONS EXTENDED TO SERGEANT DARRYL CORTER ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015102]

WHEREAS, After 30 years of distinguished public service, Sergeant Darryl Corter is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Corter upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Corter devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Corter for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Darryl Corter (Star Number 1045) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Darryl Corter.

CONGRATULATIONS EXTENDED TO SERGEANT DAVID J. DEJA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015104]

WHEREAS, After 29 years of distinguished public service, Sergeant David J. Deja is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless City residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Deja upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Deja devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Deja for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant David J. Deja (Star Number 2051) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant David J. Deja.

CONGRATULATIONS EXTENDED TO SERGEANT RHONDA E. DELACY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015105]

WHEREAS, After 26 years of distinguished public service, Sergeant Rhonda E. Delacy is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Delacy upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Delacy devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Delacy for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Rhonda E. Delacy (Star Number 1193) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Rhonda E. Delacy.

CONGRATULATIONS EXTENDED TO SERGEANT JOSEPH M. ELFAYER ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015107]

WHEREAS, After 26 years of distinguished public service, Sergeant Joseph M. Elfayer is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Elfayer upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Elfayer devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Elfayer for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Joseph M. Elfayer (Star Number 1252) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Joseph M. Elfayer.

CONGRATULATIONS EXTENDED TO SERGEANT LEONARD K. FICHT ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015108]

WHEREAS, After 29 years of distinguished public service, Sergeant Leonard K. Ficht is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Ficht upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Ficht devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Ficht for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Leonard K. Ficht (Star Number 940) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Leonard K. Ficht.

CONGRATULATIONS EXTENDED TO SERGEANT CHRISTINA FICO ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015109]

WHEREAS, After 29 years of distinguished public service, Sergeant Christina Fico is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Fico upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Fico devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Fico for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Christina Fico (Star Number 1632) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Christina Fico.

CONGRATULATIONS EXTENDED TO SERGEANT JAMES M. FIEDLER ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015113]

WHEREAS, After 25 years of distinguished public service, Sergeant James M. Fiedler is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Fiedler upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Fiedler devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Fiedler for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant James M. Fiedler (Star Number 1989) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant James M. Fiedler.

CONGRATULATIONS EXTENDED TO SERGEANT ALLEN V. FINLEY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015117]

WHEREAS, After 29 years of distinguished public service, Sergeant Allen V. Finley is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Finley upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Finley devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Finley for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Allen V. Finley (Star Number 1214) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Allen V. Finley.

CONGRATULATIONS EXTENDED TO SERGEANT CARI L. FORTIN ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015119]

WHEREAS, After 27 years of distinguished public service, Sergeant Cari L. Fortin is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Fortin upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Fortin devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Fortin for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Cari L. Fortin (Star Number 1265) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Cari L. Fortin.

CONGRATULATIONS EXTENDED TO SERGEANT ROBERT S. GIGLIO ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015120]

WHEREAS, After 30 years of distinguished public service, Sergeant Robert S. Giglio is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Giglio upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Giglio devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Giglio for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Robert S. Giglio (Star Number 2263) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Robert S. Giglio.

CONGRATULATIONS EXTENDED TO SERGEANT JORGE HARO ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015121]

WHEREAS, After 29 years of distinguished public service, Sergeant Jorge Haro is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Haro upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Haro devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Haro for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Jorge Haro (Star Number 2407) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Jorge Haro.

CONGRATULATIONS EXTENDED TO SERGEANT CARL J. HATTULA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015122]

WHEREAS, After 28 years of distinguished public service, Sergeant Carl J. Hattula is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Hattula upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Hattula devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Hattula for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Carl J. Hattula (Star Number 961) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Carl J. Hattula.

CONGRATULATIONS EXTENDED TO SERGEANT ARTURO HERNANDEZ ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015124]

WHEREAS, After 22 years of distinguished public service, Sergeant Arturo Hernandez is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Hernandez upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Hernandez devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Hernandez for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Arturo Hernandez (Star Number 1277) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Arturo Hernandez.

CONGRATULATIONS EXTENDED TO SERGEANT KARL P. HERVAI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015125]

WHEREAS, After 31 years of distinguished public service, Sergeant Karl P. Hervai is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Hervai upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Hervai devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Hervai for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Karl P. Hervai (Star Number 826) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Karl P. Hervai.

CONGRATULATIONS EXTENDED TO SERGEANT RENELL HIGHTOWER ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015144]

WHEREAS, After 25 years of distinguished public service, Sergeant Renell Hightower is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Hightower upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Hightower devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Hightower for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Renell Hightower (Star Number 1491) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Renell Hightower.

CONGRATULATIONS EXTENDED TO SERGEANT JAMES R. HLADIK ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015145]

WHEREAS, After 29 years of distinguished public service, Sergeant James R. Hladik is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Hladik upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Hladik devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Hladik for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant James R. Hladik (Star Number 1484) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant James R. Hladik.

CONGRATULATIONS EXTENDED TO SERGEANT SHERMAN JEFFERSON ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015154]

WHEREAS, After 30 years of distinguished public service, Sergeant Sherman Jefferson is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Jefferson upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Jefferson devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Jefferson for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Sherman Jefferson (Star Number 2445) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Sherman Jefferson.

CONGRATULATIONS EXTENDED TO SERGEANT ANDREW R. KADUS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015155]

WHEREAS, After 29 years of distinguished public service, Sergeant Andrew R. Kadus is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Kadus upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Kadus devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Kadus for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Andrew R. Kadus (Star Number 1238) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Andrew R. Kadus.

CONGRATULATIONS EXTENDED TO SERGEANT MICHAEL A. KAPIOR ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015208]

WHEREAS, After 33 years of distinguished public service, Sergeant Michael A. Kapior is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Kapior upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Kapior devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Kapior for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Michael A. Kapior (Star Number 1372) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Michael A. Kapior.

CONGRATULATIONS EXTENDED TO SERGEANT TIMOTHY E. KARPIEL ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015156]

WHEREAS, After 26 years of distinguished public service, Sergeant Timothy E. Karpiel is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Karpiel upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Karpiel devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Karpiel for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Timothy E. Karpiel (Star Number 1357) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Timothy E. Karpiel.

CONGRATULATIONS EXTENDED TO SERGEANT TINA LIPINSKI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015157]

WHEREAS, After 25 years of distinguished public service, Sergeant Tina Lipinski is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Lipinski upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Lipinski devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Lipinski for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Tina Lipinski (Star Number 1542) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Tina Lipinski.

CONGRATULATIONS EXTENDED TO SERGEANT CANDIDO LOPEZ ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015158]

WHEREAS, After 20 years of distinguished public service, Sergeant Candido Lopez is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Lopez upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Lopez devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Lopez for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Candido Lopez (Star Number 1201) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Candido Lopez.

CONGRATULATIONS EXTENDED TO SERGEANT DANIEL MARTINEZ ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015159]

WHEREAS, After 27 years of distinguished public service, Sergeant Daniel Martinez is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Martinez upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Martinez devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Martinez for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Daniel Martinez (Star Number 977) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Daniel Martinez.

CONGRATULATIONS EXTENDED TO SERGEANT RICARDO MATA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015162]

WHEREAS, After 29 years of distinguished public service, Sergeant Ricardo Mata is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Mata upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Mata devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Mata for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Ricardo Mata (Star Number 1903) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Ricardo Mata.

CONGRATULATIONS EXTENDED TO SERGEANT SHAWN D. MC GAVOCK ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015163]

WHEREAS, After 29 years of distinguished public service, Sergeant Shawn D. McGavock is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant McGavock upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant McGavock devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant McGavock for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Shawn D. McGavock (Star Number 1983) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Shawn D. McGavock.

CONGRATULATIONS EXTENDED TO SERGEANT DEBORAH A. MOLLOY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015164]

WHEREAS, After 29 years of distinguished public service, Sergeant Deborah A. Molloy is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Molloy upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Molloy devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Molloy for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Deborah A. Molloy (Star Number 1754) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Deborah A. Molloy.

CONGRATULATIONS EXTENDED TO SERGEANT MICHAEL W. MUSZYNSKY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015165]

WHEREAS, After 32 years of distinguished public service, Sergeant Michael W. Muszynsky is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Muszynsky upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Muszynsky devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Muszynsky for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Michael W. Muszynsky (Star Number 1033) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Michael W. Muszynsky.

CONGRATULATIONS EXTENDED TO SERGEANT MARY NANNINGA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015166]

WHEREAS, After 28 years of distinguished public service, Sergeant Mary Nanninga is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Nanninga upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Nanninga devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Nanninga for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Mary Nanninga (Star Number 810) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Mary Nanninga.

CONGRATULATIONS EXTENDED TO SERGEANT LUZ A. NIEVES ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015167]

WHEREAS, After 26 years of distinguished public service, Sergeant Luz A. Nieves is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the

officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Nieves upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Nieves devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Nieves for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Luz A. Nieves (Star Numbers 2299) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Luz A. Nieves.

CONGRATULATIONS EXTENDED TO SERGEANT JOHN P. O'CONNOR ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015169]

WHEREAS, After 25 years of distinguished public service, Sergeant John P. O'Connor is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless City residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant O'Connor upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant O'Connor devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant O'Connor for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant John P. O'Connor (Star Number 1066) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John P. O'Connor.

CONGRATULATIONS EXTENDED TO SERGEANT JOHN M. O'DONNELL ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015170]

WHEREAS, After 31 years of distinguished public service, Sergeant John M. O'Donnell is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant O'Donnell upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant O'Donnell devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant O'Donnell for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant John M. O'Donnell (Star Number 984) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John M. O'Donnell.

CONGRATULATIONS EXTENDED TO SERGEANT MICHAEL R. PARAGES ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015171]

WHEREAS, After 21 years of distinguished public service, Sergeant Michael R. Parages is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Parages upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Parages devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Parages for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate

Sergeant Michael R. Parages (Star Number 1439) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Michael R. Parages.

CONGRATULATIONS EXTENDED TO SERGEANT DENNY L. PERDUE ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015172]

WHEREAS, After 18 years of distinguished public service, Sergeant Denny L. Perdue is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" - exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Perdue upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Perdue devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Perdue for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Denny L. Perdue (Star Number 1568) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Denny L. Perdue.

CONGRATULATIONS EXTENDED TO SERGEANT LANCE M. REZNY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015173]

WHEREAS, After 26 years of distinguished public service, Sergeant Lance M. Rezny is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Rezny upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Rezny devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Rezny for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Lance M. Rezny (Star Number 956) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Lance M. Rezny.

CONGRATULATIONS EXTENDED TO SERGEANT MATTHEW J. RICKHER ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015174]

WHEREAS, After 26 years of distinguished public service, Sergeant Matthew J. Rickher is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Rickher upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Rickher devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Rickher for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Matthew J. Rickher (Star Number 1992) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Matthew J. Rickher.

CONGRATULATIONS EXTENDED TO SERGEANT JOSEPH W. RIZZI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015209]

WHEREAS, After 29 years of distinguished public service, Sergeant Joseph W. Rizzi is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the

officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Rizzi upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Rizzi devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Rizzi for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Joseph W. Rizzi (Star Number 1104) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Joseph W. Rizzi.

CONGRATULATIONS EXTENDED TO SERGEANT RICHARD A. ROCHOWICZ, JR. ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015175]

WHEREAS, After 32 years of distinguished public service, Sergeant Richard A. Rochowicz, Jr. is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Rochowicz, Jr. upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Rochowicz, Jr. devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Rochowicz, Jr. for a long and prolific career; now, therefore

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Richard A. Rochowicz, Jr. (Star Number 1900) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Richard A. Rochowicz, Jr.

CONGRATULATIONS EXTENDED TO SERGEANT JUAN R. RODRIGUEZ ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015176]

WHEREAS, After 25 years of distinguished public service, Sergeant Juan R. Rodriguez is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Rodriguez upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Rodriguez devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Rodriguez for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this19th day of February 2025, do hereby congratulate Sergeant Juan R. Rodriguez (Star Number 1343) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Juan R. Rodriguez.

CONGRATULATIONS EXTENDED TO SERGEANT RONALD J. RODRIGUEZ ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015177]

WHEREAS, After 29 years of distinguished public service, Sergeant Ronald J. Rodriguez is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Rodriguez upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Rodriguez devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Rodriguez for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Ronald J. Rodriguez (Star Number 1001) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Ronald J. Rodriguez.

CONGRATULATIONS EXTENDED TO SERGEANT TIPPI M. ROGAN-STENNIS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015178]

WHEREAS, After 25 years of distinguished public service, Sergeant Tippi M. Rogan-Stennis is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Rogan-Stennis upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Rogan-Stennis devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Rogan-Stennis for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Tippi M. Rogan-Stennis (Star Number 1536) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Tippi M. Rogan-Stennis.

CONGRATULATIONS EXTENDED TO SERGEANT TIMOTHY P. SHEEHAN ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015185]

WHEREAS, After 25 years of distinguished public service, Sergeant Timothy P. Sheehan is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Sheehan upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Sheehan devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Sheehan for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Timothy P. Sheehan (Star Number 1921) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Timothy P. Sheehan.

CONGRATULATIONS EXTENDED TO SERGEANT RICHARD F. SLIVA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015186]

WHEREAS, After 29 years of distinguished public service, Sergeant Richard F. Sliva is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the

officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Sliva upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Sliva devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Sliva for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Richard F. Sliva (Star Number 1047) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Richard F. Sliva.

CONGRATULATIONS EXTENDED TO SERGEANT JOHN B. SLOWINSKI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015187]

WHEREAS, After 28 years of distinguished public service, Sergeant John B. Slowinski is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Slowinski upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Slowinski devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Slowinski for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of January 20205, do hereby congratulate Sergeant John B. Slowinski (Star Number 1951) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John B. Slowinski.

CONGRATULATIONS EXTENDED TO SERGEANT JOHN SOFERE ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015188]

WHEREAS, After 30 years of distinguished public service, Sergeant John Sofere is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Sofere upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Sofere devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Sofere for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant John Sofere (Star Number 1874) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John Sofere.

CONGRATULATIONS EXTENDED TO SERGEANT JEFFERY R. STANKUS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015189]

WHEREAS, After 29 years of distinguished public service, Sergeant Jeffery R. Stankus is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Stankus upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Stankus devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Stankus for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Jeffery R. Stankus (Star Number 2242) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Jeffery R. Stankus.

CONGRATULATIONS EXTENDED TO SERGEANT GERARDO TENEYUQUE ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015190]

WHEREAS, After 27 years of distinguished public service, Sergeant Gerardo Teneyuque is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Teneyuque upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Teneyuque devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Teneyuque for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Gerardo Teneyuque (Star Number 1770) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Gerardo Teneyuque.

CONGRATULATIONS EXTENDED TO SERGEANT NICOLE C. THOMPSON ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015191]

WHEREAS, After 25 years of distinguished public service, Sergeant Nicole C. Thompson is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Thompson upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Thompson devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Thompson for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Nicole C. Thompson (Star Number 1091) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Nicole C. Thompson.

CONGRATULATIONS EXTENDED TO SERGEANT JOHN H. TIERNEY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015193]

WHEREAS, After 29 years of distinguished public service, Sergeant John H. Tierney is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Tierney upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Tierney devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Tierney for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant John H. Tierney (Star Number 2550) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant John H. Tierney.

CONGRATULATIONS EXTENDED TO SERGEANT BRYAN T. TOPCZEWSKI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015195]

WHEREAS, After 27 years of distinguished public service, Sergeant Bryan T. Topczewski is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Topczewski upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Topczewski devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Topczewski for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Bryan T. Topczewski (Star Number 2347) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Bryan T. Topczewski.

CONGRATULATIONS EXTENDED TO SERGEANT MICHAEL A. VITELLARO ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015197]

WHEREAS, After 23 years of distinguished public service, Sergeant Michael A. Vitellaro is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Vitellaro upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Vitellaro devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Vitellaro for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate

Sergeant Michael A. Vitellaro (Star Number 1957) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Michael A. Vitellaro.

CONGRATULATIONS EXTENDED TO SERGEANT SANDRA I. WALTER ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015198]

WHEREAS, After 31 years of distinguished public service, Sergeant Sandra I. Walter is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Walter upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Walter devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Walter for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Sandra I. Walter (Star Number 1699) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Sandra I. Walter.

CONGRATULATIONS EXTENDED TO SERGEANT JEFFREY WEST ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015199]

WHEREAS, After 25 years of distinguished public service, Sergeant Jeffrey West is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant West upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant West devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant West for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Jeffrey West (Star Number 1914) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Jeffrey West.

CONGRATULATIONS EXTENDED TO SERGEANT RONALD WILKERSON ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015201]

WHEREAS, After 38 years of distinguished public service, Sergeant Ronald Wilkerson is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Wilkerson upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Wilkerson devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Wilkerson for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Ronald Wilkerson (Star Number 2617) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Ronald Wilkerson.

CONGRATULATIONS EXTENDED TO SERGEANT VIVIAN WILLIAMS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015202]

WHEREAS, After 29 years of distinguished public service, Sergeant Vivian Williams is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout her long and distinguished tenure, Sergeant Williams upheld the finest traditions of the law enforcement community, and her hard work, commitment, and dedication to duty earned her the respect and admiration of her colleagues and the communities she protected and served; and

WHEREAS, Sergeant Williams devoted her career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Williams for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Vivian Williams (Star Number 992) on her retirement and thank her for her service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Vivian Williams.

CONGRATULATIONS EXTENDED TO RAY W. YOUNG ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2025-0015204]

WHEREAS, After 30 years of distinguished public service, Sergeant Ray W. Young is retiring from the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers and sergeants who must cope daily with the stress and danger of putting their lives on the line for countless city residents, but also on their family members; and

WHEREAS, Throughout his long and distinguished tenure, Sergeant Young upheld the finest traditions of the law enforcement community, and his hard work, commitment, and dedication to duty earned him the respect and admiration of his colleagues and the communities he protected and served; and

WHEREAS, Sergeant Young devoted his career to public service and to the people of the City of Chicago and, in doing so, has personally ensured that the City of Chicago is the safe, healthy, and vibrant community it is today; and

WHEREAS, The Chicago City Council would like to recognize the great debt owed to our law enforcement community, and express our sincerest gratitude to Sergeant Young for a long and prolific career; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Sergeant Ray W. Young (Star Number 2013) on his retirement and thank him for his service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Sergeant Ray W. Young.

Presented By

ALDERPERSON MOSLEY (21st Ward):

CONGRATULATIONS EXTENDED TO JEAN A. CHAMBLISS ON 80TH BIRTHDAY.
[R2025-0015516]

WHEREAS, We, the members of the Chicago City Council, extend our heartfelt congratulations and warmest birthday wishes to Jean A. Chambliss on the occasion of her 80th birthday; and

WHEREAS, On behalf of the entire 21st Ward, Alderperson Ronnie L. Mosley wishes to honor Jean A. Chambliss for her remarkable contribution as a distinguished and stellar resident of the City of Chicago; and

WHEREAS, Jean A. Chambliss has been an esteemed member of our 21st Ward senior community, enriching our lives with her wisdom and experience, and inspiring us all through her notable lifetime; and

WHEREAS, That we extend our warmest and most heartfelt wishes to Jean A. Chambliss for her continued good health, happiness, and success in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this 19th day of February 2025 A.D., do hereby celebrate and congratulate Jean A. Chambliss on her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jean A. Chambliss in honor of her 80th birthday as a token of our esteem and good wishes on this momentous occasion.

CONGRATULATIONS EXTENDED TO MAMIE CRENSHAW ON 80TH BIRTHDAY.
[R2025-0015499]

WHEREAS, We, the members of the Chicago City Council, extend our heartfelt congratulations and warmest birthday wishes to Mamie Crenshaw on the occasion of her 80th birthday; and

WHEREAS, On behalf of the entire 21st Ward, Alderperson Ronnie L. Mosley wishes to honor Mamie Crenshaw for her remarkable contribution as a distinguished and stellar resident of the City of Chicago; and

WHEREAS, Mamie Crenshaw has been an esteemed member of our 21st Ward senior community, enriching our lives with her wisdom and experience, and inspiring us all through her notable lifetime; and

WHEREAS, That we extend our warmest and most heartfelt wishes to Mamie Crenshaw for her continued good health, happiness, and success in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this 19th day of February 2025 A.D., do hereby celebrate and congratulate Mamie Crenshaw on her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mamie Crenshaw in honor of her 80th birthday as a token of our esteem and good wishes on this momentous occasion.

CONGRATULATIONS EXTENDED TO JOHN HENRY HALL ON 80TH BIRTHDAY.
[R2025-0015512]

WHEREAS, We, the members of the Chicago City Council, extend our heartfelt congratulations and warmest birthday wishes to John Henry Hall on the occasion of his 80th Birthday; and

WHEREAS, On behalf of the entire 21st Ward, Alderperson Ronnie L. Mosley wishes to honor John Henry Hall for his remarkable contribution as a distinguished and stellar resident of the City of Chicago; and

WHEREAS, John Henry Hall has been an esteemed member of our 21st Ward senior community, enriching our lives with his wisdom and experience, and inspiring us all through his notable lifetime; and

WHEREAS, That we extend our warmest and most heartfelt wishes to John Henry Hall for his continued good health, happiness, and success in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this 19th day of February 2025 A.D., do hereby celebrate and congratulate John Henry Hall on his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Henry Hall in honor of his 80th birthday as a token of our esteem and good wishes on this momentous occasion.

CONGRATULATIONS EXTENDED TO BETTY MILLER ON 80TH BIRTHDAY.

[R2025-0015515]

WHEREAS, We, the members of the Chicago City Council, extend our heartfelt congratulations and warmest birthday wishes to Betty Miller on the occasion of her 80th birthday; and

WHEREAS, On behalf of the entire 21st Ward, Alderperson Ronnie L. Mosley wishes to honor Betty Miller for her remarkable contribution as a distinguished and stellar resident of the City of Chicago; and

WHEREAS, Betty Miller has been an esteemed member of our 21st Ward senior community, enriching our lives with her wisdom and experience, and inspiring us all through her notable lifetime; and

WHEREAS, That we extend our warmest and most heartfelt wishes to Betty Miller for her continued good health, happiness, and success in the years to come; now, therefore

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this 19th day of February 2025 A.D., do hereby celebrate and congratulate Betty Miller on her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Betty Miller in honor of her 80th birthday as a token of our esteem and good wishes on this momentous occasion.

CONGRATULATIONS EXTENDED TO RICHARD E. MOSLEY ON 80TH BIRTHDAY.
[R2025-0015506]

WHEREAS, We, the members of the Chicago City Council, extend our heartfelt congratulations and warmest birthday wishes to Richard E. Mosley on the occasion of his 80th birthday; and

WHEREAS, On behalf of the entire 21st Ward, Alderperson Ronnie L. Mosley wishes to honor Richard E. Mosley for his remarkable contribution as a distinguished and stellar resident of the City of Chicago; and

WHEREAS, Richard E. Mosley has been an esteemed member of our 21st Ward senior community, enriching our lives with his wisdom and experience, and inspiring us all through his notable lifetime; and

WHEREAS, That we extend our warmest and most heartfelt wishes to Richard E. Mosley for his continued good health, happiness, and success in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this 19th day of February 2025 A.D., do hereby celebrate and congratulate Richard E. Mosley on his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard E. Mosley in honor of his 80th birthday as a token of our esteem and good wishes on this momentous occasion.

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CONGRATULATIONS EXTENDED TO FANNIE REESE ON 80TH BIRTHDAY.
[R2025-0015503]

WHEREAS, We, the members of the Chicago City Council, extend our heartfelt congratulations and warmest birthday wishes to Fannie Reese on the occasion of her 80th birthday; and

WHEREAS, On behalf of the entire 21st Ward, Alderperson Ronnie L. Mosley wishes to honor Fannie Reese for her remarkable contribution as a distinguished and stellar resident of the City of Chicago; and

WHEREAS, Fannie Reese has been an esteemed member of our 21st Ward senior community, enriching our lives with her wisdom and experience, and inspiring us all through her notable lifetime; and

WHEREAS, That we extend our warmest and most heartfelt wishes to Fannie Reese for her continued good health, happiness, and success in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this 19th day of February 2025 A.D., do hereby celebrate and congratulate Fannie Reese on her 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Fannie Reese in honor of her 80th birthday as a token of our esteem and good wishes on this momentous occasion.

CONGRATULATIONS EXTENDED TO MICHAEL THOMPSON ON 80TH BIRTHDAY.
[R2025-0015508]

WHEREAS, We, the members of the Chicago City Council, extend our heartfelt congratulations and warmest birthday wishes to Michael Thompson on the occasion of his 80th birthday; and

WHEREAS, On behalf of the entire 21st Ward, Alderperson Ronnie L. Mosley wishes to honor Michael Thompson for his remarkable contribution as a distinguished and stellar resident of the City of Chicago; and

WHEREAS, Michael Thompson has been an esteemed member of our 21st Ward senior community, enriching our lives with his wisdom and experience, and inspiring us all through his notable lifetime; and

WHEREAS, That we extend our warmest and most heartfelt wishes to Michael Thompson for his continued good health, happiness, and success in the years to come; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago, gathered here this 19th day of February 2025 A.D., do hereby celebrate and congratulate Michael Thompson on his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Thompson in honor of his 80th birthday as a token of our esteem and good wishes on this momentous occasion.

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward)
And OTHERS:

RECOGNITION OF SYLVIA PUENTE FOR SERVICE TO LATINO COMMUNITY OF CHICAGO AND CONGRATULATIONS EXTENDED FOR HER RETIREMENT.

[R2025-0015206]

A resolution, presented by Alderpersons Rodríguez, La Spata, Yancy, Chico, Lee, Ramirez, Gutiérrez, Lopez, Tabares, Sigcho-Lopez, Fuentes, Ervin, Cardona, Ramirez-Rosa, Villegas, Mitts, Vasquez and Hadden, reading as follows:

WHEREAS, The Chicago City Council Latino Caucus is proud to recognize individuals who have made extraordinary contributions to the Latino community in Chicago and beyond, and who have devoted their careers to advancing equity, opportunity, and justice for all; and

WHEREAS, Sylvia Puente has been an exceptional leader in our community, serving as President and CEO of the Latino Policy Forum for 16 years, and has announced her decision to step down from her role, marking the end of a transformative chapter in her illustrious career; and

WHEREAS, Under Sylvia Puente's visionary leadership, the Latino Policy Forum has become a preeminent organization dedicated to advancing issues critical to Latinos in Illinois, fostering civic engagement, and promoting equity in housing, education, and immigration policies; and

WHEREAS, Sylvia Puente has been a trailblazer, becoming the first Latina to lead a public policy and advocacy organization in the Midwest, and has been recognized locally and nationally for her expertise and dedication to community empowerment; and

WHEREAS, Throughout her tenure, Sylvia Puente has worked tirelessly to amplify the voices of the Latino community, ensuring they have a seat at decision-making tables and that their contributions to society are celebrated and acknowledged; and

WHEREAS, Sylvia Puente's leadership has been instrumental in shaping policies that have positively impacted countless families, addressing systemic inequities and laying the groundwork for a more just and inclusive society; and

WHEREAS, In addition to her professional achievements, Sylvia Puente has been a mentor, role model, and source of inspiration to countless individuals, fostering a new generation of leaders committed to the values of equity and justice; and

WHEREAS, As Sylvia Puente embarks on the next chapter of her life, her legacy will continue to inspire and guide the work of advocates, policymakers, and community members dedicated to creating a better future for all; now, therefore,

Be It Resolved, That we, the members of the Chicago City Council Latino Caucus, along with Mayor Brandon Johnson and the members of the Chicago City Council, do hereby honor Sylvia Puente for her exemplary service, outstanding leadership, and unwavering dedication to the Latino community and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sylvia Puente as a token of our appreciation and admiration for her remarkable contributions to our city and beyond.

Presented By

ALDERPERSON TABARES (23rd Ward):

CONGRATULATIONS EXTENDED TO JOHN KOMENDA ON 80TH BIRTHDAY.
[R2025-0015288]

WHEREAS, We the members of the Chicago City Council, wish to extend our congratulations and birthday wishes to John Komenda on his 80th birthday celebration; and

WHEREAS, on behalf of the entire 23rd Ward, Alderperson Silvana Tabares would like to extend a personal tribute to John Komenda on this joyous occasion as recognition for being an esteemed resident of the City of Chicago; and

WHEREAS, John Komenda has been a valued member of the 23rd Ward seniors community, and we cherish all that he has given and taught us in his lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of February 2025, do hereby congratulate John Komenda on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to John Komenda for his continued health, happiness and success following his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Komenda as a token of appreciation and blessed wishes.

Presented By

ALDERPERSON FUENTES (26th Ward):

CONGRATULATIONS EXTENDED TO BISHOP FATHER JOSÉ MARÍA GARCÍA-MALDONADO ON BEING INSTALLED AS AUXILIARY BISHOP FOR ARCHDIOCESE OF CHICAGO.

[R2025-0015415]

WHEREAS, Father José María García-Maldonado was born in Mexico on March 24, 1979 in the town of Los Altos de Jalisco Region of San Julián to parents José María García-Maldonado and Angélica Maldonado; and

WHEREAS, Father José María García-Maldonado is the fifth child in a family of nine: five sisters and three brothers; and

WHEREAS, Father José María García-Maldonado studied at the Seminary of San Juan de Los Lagos, Jalisco, Mexico where he completed three years of philosophy, then came to Chicago; and

WHEREAS, In 2001, Father José María García-Maldonado attended Mundelein Seminary to study four years of Theology; and

WHEREAS, Father José María García-Maldonado was ordained a Priest for the Archdiocese of Chicago on May 17, 2008 by Cardinal Francis George; and

WHEREAS, Father José María García-Maldonado's first assignment was St. Silvester Parish, where he served for two years, and then was assigned to the Shrine of Our Lady of Guadalupe for one year; and

WHEREAS, Father José María García-Maldonado was assigned to Good Shepherd Parish in Little Village on January 1, 2012, where he was the pastor for 10 years; and

WHEREAS, Father José María García-Maldonado was assigned on July 1, 2021, to serve as pastor of San José Sánchez del Rio Parish consisting of the Churches of St. Francis in the Community of West Humboldt Park, Maternity BVM in the Community of Humboldt Park, and St. Philomena in the Community of Hermosa; and

WHEREAS, Father José María García-Maldonado has demonstrated his personal and spiritual commitment to the Lord and his leadership and guidance to the many parishioners of the Archdiocese of Chicago as the first Hispanic priest of St. José Sánchez del Rio Parish to be named by Pope Francis II to be installed as an Auxiliary Bishop for the Archdiocese of Chicago on February 26, 2025, at Holy Name Cathedral of Chicago, Illinois; and

WHEREAS, In celebration of this event, we declare this day to be a Celebration of Jubilee across the Archdiocese of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, do hereby recognize and honor Bishop Father José María García-Maldonado for his exceptional contribution to faith, community, and service in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bishop Father José María García-Maldonado as a token of our city's deep appreciation.

Presented By

ALDERPERSON BURNETT (27th Ward):

CONGRATULATIONS EXTENDED TO W. E. O'NEIL CONSTRUCTION COMPANY ON 100TH ANNIVERSARY.

[R2025-0015023]

WHEREAS, In the course of a long and storied career in the Chicago construction industry of the early 20th century, including working in the office of famed Chicago architect Daniel H. Burnham, William Edward O'Neil did, on November 24, 1925, found and incorporate the Chicago-based firm of W.E. O'Neil Construction Company; and

WHEREAS, W.E. O'Neil Construction Company did complete such notable historic building projects throughout the City of Chicago such as Lane Tech High School, the Lincoln Park Zoo Primate House, the Museum of Contemporary Art, the Museum of Science and Industry U-505 Submarine Exhibit, the Block 37 Retail Mall, the LondonHouse Hotel, the Lincoln Common Residences, the University of Chicago's William Eckhardt Research Center and, in partnership with Concrete Collective and Lakeside Alliance, the extensive structural concrete work required for the new Obama Presidential Center; and

WHEREAS, The employees of W.E. O'Neil Construction Company have contributed generously in time and financial resources to prominent charities and organizations such as Habitat for Humanity, the Greater Chicago Food Depository, Marillac St. Vincent DePaul Family Services, Mercy Home for Boys and Girls, ACE Mentor Program Chicago, City of Hope and many, many others; and

WHEREAS, In the year 2024, Crain's Chicago Business did recognize W.E. O'Neil Construction Company as the 79th largest privately held company and the 8th largest construction company, by annual volume of revenue, in the City of Chicago; and

WHEREAS, In the year 2025, W.E. O'Neil Construction Company is celebrating its 100th year in business; now, therefore,

Be It Resolved, We, the Mayor and members of the Chicago City Council, do hereby proclaim the year 2025 to be the official 100-year anniversary of W.E. O'Neil Construction Company, in recognition of the firm's extensive and impressive contributions over the course of an entire century to the cultural, economic and philanthropic fabric of the City of Chicago.

Presented By

ALDERPERSON CONWAY (34th Ward):

TRIBUTE TO LATE HARVEY L. WALNER.

[R2025-0015463]

WHEREAS, The members of the City Council of Chicago wish to honor the life and legacy of Harvey L. Walner, a distinguished attorney, community leader, and longtime Chicagoan who dedicated his career to advocating for justice; and

WHEREAS, Harvey L. Walner departed this present life on February 2, 2025; and

WHEREAS, The City Council has been notified of his passing by The Honorable Bill Conway, Alderperson of the 34th Ward; and

WHEREAS, Mr. Walner is leaving behind a legacy of dedication to the City of Chicago and more specifically, the West Garfield Park neighborhood; and

WHEREAS, Despite his humble beginnings, Mr. Walner persevered through adversity from a young age; by growing up in a single-parent household due to the passing of his mother, he was raised by his Polish and Yiddish-speaking Jewish father who had fled Poland to escape persecution; and

WHEREAS, Harvey L. Walner pursued his education with distinction, as he graduated from DePaul University College of Law in 1961, and later founded Harvey L. Walner & Associates in 1973, a Chicago-based law firm dedicated to serving injured clients and securing justice on their behalf; and

WHEREAS, Over the past five decades, Harvey L. Walner & Associates have employed hundreds of attorneys and thousands of support staff, significantly contributing to the economic vitality of the city, as the team has successfully recovered over $750 Million for clients, the vast majority of whom were residents of Chicago, demonstrating Mr. Walner's unwavering commitment to advocating for the rights of the injured; and

WHEREAS, Mr. Walner remained deeply connected to his roots in Chicago by residing in the West Rogers Park and Edgewater neighborhoods, where he continuously fostered a legacy of community service and philanthropy; and

WHEREAS, The law firm he established continues to operate in the City of Chicago and currently employs 50 dedicated professionals while providing essential legal services to the city's residents; and

WHEREAS, Harvey L. Walner's impact on the legal community and the lives of thousands of clients will be celebrated for generations to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this day of February 19, 2025, do hereby express our sorrow on the death of Harvey L. Walner and extend to his family and friends our deepest sympathy; and

Be It Further Resolved, That suitable copies of this resolution be printed to the family of Harvey L. Walner as a token of our sympathy.

DECLARATION OF FEBRUARY 2025 AS "AMERICAN HEART MONTH".

[R2025-0015389]

WHEREAS, The members of the City Council of Chicago wish to recognize February 2025 as "American Heart Month"; and

WHEREAS, The City Council has been notified of this occasion by the Honorable Bill Conway, Alderperson of the 34th Ward; and

WHEREAS, Cardiovascular disease is rising as the world's leading cause of death and disability; and

WHEREAS, More than 350,000 people experience cardiac arrest outside of a hospital each year and only about 1 in 10 survive; more than 23,000 children under the age of 18 experience cardiac arrest outside of a hospital each year in the United States, almost 40 percent of these being sports-related; and

WHEREAS, There are effective solutions to this problem: awareness and education to have cardiac emergency response plans in place, CPR education, and automated external defibrillator (AED) training and accessibility; and

WHEREAS, About 70 percent of cardiac arrests that occur outside of a hospital happen at home; and

WHEREAS, CPR, especially if performed immediately, can double or triple a person's chance of survival; and only about 46 percent of people who experience cardiac arrest receive CPR from people nearby while waiting for emergency responders to arrive; and

WHEREAS, Knowing how to perform CPR properly has encouraged more people to act when faced with a cardiac emergency, and to save more lives from cardiac arrest outside of a hospital; we must increase the number of people who respond to cardiac arrest by calling 911, delivering high-quality CPR, and using an AED as soon as it is available; and

WHEREAS, CPR is a lifesaving skill that most people, including children as young as age 9, can learn; and

WHEREAS, The American Heart Association has set a goal of doubling the survival from cardiac arrest by 2030 by turning bystanders into lifesavers so that everyone, everywhere, is prepared and empowered to become a vital link in the chain of survival and provide CPR in response to a cardiac emergency; and

WHEREAS, In celebration of American Heart Month, we urge every household to join the Nation of Lifesavers™ and learn CPR; now, therefore,

Be It Resolved, We, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of February 19, 2025, do hereby commemorate the month of February 2025 as "American Heart Month" in recognition of the importance of the ongoing fight against heart disease and stroke, and the effort to double the survival rate from cardiac arrest.

Presented By

ALDERPERSON RAMIREZ-ROSA (35th Ward):

TRIBUTE TO LATE LUCY GONZALEZ-PARSONS AND DECLARATION OF MARCH 7 AS "LUCY GONZALEZ-PARSONS DAY" IN CHICAGO.

[R2025-0015496]

WHEREAS, Lucy Gonzalez Parsons was born in 1853 in Texas into the brutal realities of slavery; and

WHEREAS, After the abolition of slavery, Lucy married Albert Parsons, a former Confederate soldier turned Radical Republican, in 1872, just before Texas passed a law banning interracial marriage; and

WHEREAS, In 1873, Lucy and Albert escaped the racial and political repression they faced in the Jim Crow South, moving to Chicago, where they became active leaders in the labor movement and in the fight for the rights of working-class people; and

WHEREAS, Lucy and Albert Parsons were at the forefront of the labor movement, with their leadership on May 1, 1886, organizing Chicago's first May Day march, leading

80,000 workers down Michigan Avenue in the historic demand for an eight-hour workday without a reduction in pay, a pivotal moment in the struggle for workers' rights that would shape the labor movement for generations to come; and

WHEREAS, Lucy Gonzalez Parsons was a founding member of the Industrial Workers of the World (IWW), a powerful voice in advocating for workers' rights, and an organizer who confronted racism, sexism, and economic inequality through her activism; and

WHEREAS, Lucy's resilience in the face of profound personal loss following the wrongful execution of her husband, Albert, during the Haymarket Affair exemplifies the courage and tenacity that shaped her lifelong dedication to the struggle for social justice; and

WHEREAS, Lucy's unwavering determination led her to continue organizing mass protests following her husband's wrongful execution, including a historic march of 15,000 unemployed Chicagoans in 1915 demanding jobs for the city's homeless and jobless, resulting in significant action from City Hall; and

WHEREAS, Lucy Gonzalez Parsons tragically passed away in a house fire in Chicago's Avondale neighborhood on March 7, 1942, leaving behind an indelible legacy of activism, resilience, and leadership that continues to inspire movements for justice and equality to this day; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled here this 19th day of February 2025, honor the life and legacy of Lucy Gonzalez Parsons by hereby declaring that henceforth, March 7th shall be known as "Lucy Gonzalez Parsons Day" in Chicago, to commemorate Lucy's life and her enduring contributions to the fight for justice, equality, and the liberation of all people.

RECOGNITION OF ROBERT CASTILLO FOR COMMUNITY CONTRIBUTIONS.
[R2025-0015304]

WHEREAS, Robert Castillo has lived in Logan Square on and off since 1975, a total of 50 years; and

WHEREAS, During that time, they have played an integral community leadership role, working to improve their neighborhood through involvement in the Unity Park Advisory Council (UPAC) since the mid-1990s; and

WHEREAS, Through their community involvement and volunteerism, they have served UPAC in multiple leadership roles including co-chair, fundraising chair, director of development, member-at-large and publicity chair, and have served on the City of Chicago LGBTQ+ Advisory Council under three mayors, assisted in passing the Gender Identity Amendment that amended both the Chicago Human Rights Ordinance and Chicago Fair Housing Ordinance to include gender identity/expression as a protected category, and

designed and helped fund a little library at Unity Park in honor of their late husband, John Pennycuff, who played at the park growing up and was also active with UPAC until his death in 2012; and

WHEREAS, February 2025 marks 10 years since Carlos Ramirez-Rosa was elected Alderperson of Chicago's 35th Ward; and

WHEREAS, During Alderperson Ramirez-Rosa's decade-long tenure, Robert Castillo has worked closely with the alderperson and the 35th Ward Office on important community projects; and

WHEREAS, Robert Castillo has assisted Alderperson Carlos Ramirez-Rosa and the 35th Ward Office in accomplishing great things, including representing residents of Lucy Gonzalez Parsons Apartments on the Logan Square Plaza Community Advisory Board; and

WHEREAS, The Chicago City Council regularly recognizes individuals for their civic leadership, volunteerism, and community contributions; and

WHEREAS, Robert Castillo through their actions has proven themself to be an individual worthy of such recognition; now, therefore,

Be It Resolved, That the Chicago City Council of the City of Chicago, on behalf of all Chicagoans, extends our deepest appreciation and gratitude to Robert Castillo for their outstanding contributions to the City of Chicago, and express our admiration for their leadership, vision, and unwavering commitment to making our city a better place for all; and

Be It Further Resolved, That a copy of this resolution be presented to Robert Castillo as a symbol of the city's appreciation and recognition.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

RECOGNITION OF 80TH ANNIVERSARY OF AMERICAN FLAG RAISING AT IWO JIMA.

[R2025-0015408]

WHEREAS, The Battle of Iwo Jima, fought from February 19 to March 26, 1945, remains one of the most critical and costly battles in World War II, where more than 70,000 United States Marines, sailors, and soldiers faced intense combat to secure the strategically vital island from the Imperial Japanese forces; and

WHEREAS, During this battle, approximately 6,800 United States Marines lost their lives and more than 19,000 were wounded, becoming the only United States Marine battle during World War II where the American casualties exceeded those of the Japanese; and

WHEREAS, 22 United States Marines, including Chicagoans Joseph Jeremiah McCarthy and John Harold Leims, and five sailors were awarded the Medal of Honor, the highest military decoration awarded by the United States government, for their valor and service in the battle, reflecting the extraordinary sacrifice and heroism demonstrated by the men who fought on Iwo Jima; and

WHEREAS, Chicago-born James R. Michels was part of a 40-man combat party that was sent up Mount Suribachi to seize and occupy the crest. After the Marines accomplished this feat, Private First Class Michels stood guard in a defensive position as the first American flag was raised at 10:30 A.M., causing an uproar of cheers from Marines, sailors and Coast Guardsmen below; and

WHEREAS, In order for the American flag to be seen more easily from the ships, beaches, and land below, it was decided that a larger flag should be sent up Mount Suribachi to replace the first flag. The photograph of the second flag raising, captured by Associated Press photographer Joe Rosenthal, was seen around the world, capturing the indomitable spirit of the American forces and immortalizing the selfless bravery of the United States Marines whose actions have come to symbolize all who served during the war; and

WHEREAS, The American flag raisings on Mount Suribachi, especially the second flag raising on February 23, 1945, became a defining moment in the history of the war and a symbol of American perseverance and courage; and

WHEREAS, The sacrifices made by these brave individuals and all those who fought in the Battle of Iwo Jima were essential to securing a victory in the Pacific theater of World War II and advancing the cause of freedom across the globe; and

WHEREAS, This year marks the 80th anniversary of the American flag raisings at Iwo Jima, offering an opportunity for the people of Chicago to reflect upon and honor the courageous service of our military men and women who fought, and in many cases gave their lives, during this decisive battle for our nation's liberty; and

WHEREAS, The City of Chicago recognizes the valor and sacrifices of the United States military personnel, both in battle and on the home front, who contributed to the victory over tyranny and the preservation of democratic values during World War II; now, therefore,

Be It Resolved, That the Chicago City Council hereby commemorates the 80th anniversary of the American flag raisings at Iwo Jima and expresses profound gratitude for the valor and sacrifice of all who served in the Battle of Iwo Jima and throughout World War II; and

Be It Further Resolved, That the City Council honors the memory of those who gave their lives in service to their country during the Battle of Iwo Jima, and acknowledges the indelible legacy they left behind for future generations of Americans; and

Be It Further Resolved, That a suitable copy of this resolution be posted in a prominent place in City Hall, during the 80-year commemorations of World War II taking place in the year 2025, to note the significance of Iwo Jima and to honor the legacy of the American soldiers, sailors, and Marines who fought there.

Presented By

ALDERPERSON MITTS (37th Ward):

TRIBUTE TO LATE MYRDIS LEE JOHNSON.

[R2025-0015333]

WHEREAS, On behalf of the citizens of the 37th Ward of the City of Chicago and the Honorable Emma Mitts, Alderperson of the 37th Ward, that this resolution be dedicated in honor of the life of Myrdis Johnson; and

WHEREAS, This August body, the Chicago City Council, has been informed of her passing by the Honorable Emma Mitts, Alderperson of the 37th Ward; and

WHEREAS, Myrdis Lee Johnson was born on December 18, 1942, she was the seventh of 10 children; and

WHEREAS, Myrdis lived in the Austin Community from 1977 -- 2025 and she has one beloved daughter, Wendy, who stayed by her side and cared for her when her health began to fail; and

WHEREAS, Myrdis was a hard working mother; she spent over 20 years as a dedicated employee at Sears Roebuck and was able to provide a substantial life for her family; and

WHEREAS, Myrdis was a devout Christian and faithful member of The Launching Pad Worldwide under the leadership of, Bishop Thomas A. Clark, IV. Myrdis was an active member who believed in God whole heartedly and was a true follower of Christ; and

WHEREAS, Myrdis was well known for her exceptional cooking and baking skills; family always looked forward to heart-warming meals that she "cooked with love"; and

WHEREAS, Myrdis loved her family with all of her heart, spending time with her daughter, grandchildren, and great grandchildren became the highlight and joy of her life; and

WHEREAS, God called Myrdis home at the spirited age of 82; Myrdis was truly loved and her memory will forever be in the hearts of those whose lives she touched; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, assembled this 19th day of February 2025 A.D., do hereby extend our deepest sympathy to the family of Myrdis Lee Johnson; and

Be It Further Resolved, That a suitable copy of this resolution will be presented to the family of Myrdis Lee Johnson with our most heartfelt condolences.

TRIBUTE TO LATE JOHNNY MAURICE VEAL.

[R2025-0015371]

WHEREAS, On behalf of the citizens of the 37th Ward of the City of Chicago and the Honorable Emma Mitts, Alderperson of the 37th Ward that this resolution be dedicated in honor of the life of Johnny Maurice Veal; and

WHEREAS, This august body, the Chicago City Council, has been informed of his passing by the Honorable Emma Mitts, Alderperson of the 37th Ward; and

WHEREAS, Johnny Maurice Veal was born on April 26, 1982 and lived a life filled with both challenges and of joy; and

WHEREAS, Johnny touched the hearts of all who knew him with his unique spirit, undeniable wit, and sense of humor that could light up any room, even in the darkest times; and

WHEREAS, Johnny lived his life with compassion, understanding, and the ability to find light even in the face of adversity; and

WHEREAS, Johnny's journey was a testament to the complexities, struggles and setbacks of life; he faced every trial with resilience and hope; and

WHEREAS, Johnny leaves countless memories of love, laughter and joy to those that knew and loved him. He enjoyed great conversation, and cherished family and all-around fun with those he loved; and

WHEREAS, Johnny leaves to cherish his memory his four children: Johnny Veal, Johnnae Veal, Mariauna Veal, and Tniyah Veal; his loving parents: Johnny Brown and Dellene Veal; and a host of family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, received this resolution from the family on the 19th day of February 2025, A.D., and do hereby extend our deepest sympathy to the family of Johnny Maurice Veal; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Johnny Maurice Veal; with our most heartfelt condolences.

Presented By

ALDERPERSON NUGENT (39th Ward):

CONGRATULATIONS EXTENDED TO BARBARA BILSZTA AND WOJCIECH NIEWZOŁ ON BEING NAMED PERSONS OF THE YEAR AT 117TH ANNIVERSARY OF DZIENNIK ZWIAZKOWY NEWSPAPER.

[R2025-0015039]

WHEREAS, Barbara Bilszta and Wojciech Niewrzoł have been honored with the prestigious title of Person of the Year on the 117th anniversary of *Dziennik Zwiazkowy*, the largest Polish-language newspaper in the United States, at the annual reception on January 15, 2025, at Allegra Banquets in Schiller Park; and

WHEREAS, The City Council has been informed of these honors by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, Barbara and Wojciech are the founders and directors of the Paderewski Symphony Orchestra (PaSO) in Chicago, the only professional orchestra outside of Poland dedicated to the promotion of Polish music, as well as the Academy of Music, an educational institution operating under the patronage of the PaSO; and

WHEREAS, A graduate of the Academy of Music in Wrocław, Poland, Barbara has had an illustrious career performing across Europe and the United States with renowned ensembles and orchestras and recording for prestigious labels; and

WHEREAS, Barbara has organized over 200 symphonic concerts and approximately 60 chamber concerts, reaching an audience of over 210,000 people, and has played a crucial role in educating and nurturing young musical talents through the Academy of Music; and

WHEREAS, Wojciech, a distinguished conductor and violinist, holds a double Master of Arts degree in Theory of Music and Symphony Conducting from the Academy of Music in Wrocław, Poland, and has collaborated with numerous orchestras across Europe and the Unites States, including performances at prestigious venues such as, Carnegie Hall, Orchestra Hall at Symphony Center, Harris Theater, and Rosemont Theatre, showcasing the beauty of Polish music; and

WHEREAS, Barbara and Wojciech have both received countless accolades for their musical contributions, including numerous diplomas and honors from Polish and American institutions as well as the Silver Medal "Gloria Artis" from the Polish Ministry of Cultural Affairs; and

WHEREAS, Under their leadership, PaSO has provided high-caliber performances and educational opportunities, fostering a deeper appreciation for Polish culture within Chicago and beyond; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and commend Barbara Bilszta and Wojciech Niewrzoł for their outstanding contributions to the cultural and artistic life of Chicago and for being honored as Persons of the Year by *Dziennik Zwiazkowy* on its 117th anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Barbara Bilszta and Wojciech Niewrzoł in recognition of their invaluable contributions to our community.

CONGRATULATIONS EXTENDED TO FELICIAN SISTERS OF NORTH AMERICA ON 150TH ANNIVERSARY.

[R2025-0015366]

WHEREAS, The Felician Sisters of North America are celebrating their 150th anniversary; and

WHEREAS, The City Council has been informed of this occasion by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, In 1874, Mother Mary Angela Truszkowska, foundress of the Felician Sisters, sent five dedicated Felician Sisters across the Atlantic to North America in response to a request from Father Joseph Dabrowski, pastor of St. Joseph Parish in Polonia, Wisconsin, to educate the children of Polish immigrants; and

WHEREAS, These pioneering sisters, through their hard work, joyfulness, and deep commitment to their faith, profoundly impacted the communities they served, inspiring more women to join their mission, which led to the growth of Felician Sisters' ministries across the United States and Canada, and eventually Haiti; and

WHEREAS, Inspired by St. Francis of Assisi, Blessed Mary Angela and her sisters embraced a life of simplicity, prayer, and service, turning away from worldly comforts to follow God's call and dedicate themselves to aiding those in need; and

WHEREAS, Since their arrival in North America in 1874, the Felician Sisters have faithfully continued their mission of service, expanding their ministries to address the evolving needs of society and providing education, healthcare, and social services to those who are often forgotten; and

WHEREAS, The Felician Sisters of North America, as part of a joyful international community, have demonstrated an unwavering commitment to leading contemplative-active lives of service, embodying the values of compassion, faith, and social justice; now, therefore,

Be It Resolved, That we, the Mayor and Members of the Chicago City Council do hereby recognize and honor the Felician Sisters for their 150 years of dedicated service to communities across North America and beyond, and commend them for their ongoing contributions to the city; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Felician Sisters as a token of appreciation and gratitude from the City of Chicago for their lasting impact on the city.

Presented By

ALDERPERSON NUGENT (39th Ward) And
ALDERPERSON SPOSATO (38th Ward):

CONGRATULATIONS EXTENDED TO KRIŠJĀŅA BARON LATVIAN SCHOOLS ON 75TH ANNIVERSARY.

[R2025-0015210]

WHEREAS, 2025 marks the Krišjāņa Barona Latvian School's 75th anniversary; and

WHEREAS, The City Council has been informed of this anniversary by the Honorable Samantha Nugent, Alderperson of the 39th Ward and the Honorable Nicholas Sposato of the 38th Ward; and

WHEREAS, KBLS was founded in 1950 by Latvian immigrants who sought refuge in the United States following World War II, bringing with them their deep love for their homeland and a commitment to preserving their heritage; and

WHEREAS, In 1976, KBLS moved to its current location at the Chicago Latvian Zion Church on Montrose Avenue, continuing its mission to educate and inspire future generations of Latvian-Americans; and

WHEREAS, The stated objective of KBLS is to "involve children and youth in Latvian community life, and to provide interested families and their children a program of instruction in the Latvian language, culture, history, and current events"; and

WHEREAS, KBLS follows the curriculum of the American Latvian Association, providing a robust educational foundation for Latvian language and cultural studies, and has expanded its reach to include a growing number of students who homeschool through KBLS in cities without Latvian school programs; and

WHEREAS, As a beacon of education and cultural preservation, KBLS accommodates both Latvian-speaking students and those who wish to learn the Latvian language and offers

programs in Latvian language, culture, history, music, and art to its community of 80 students and 30 dedicated teachers; and

WHEREAS, KBLS has made a permanent impact on the cultural and educational landscape of Chicago, enriching the lives of countless individuals and ensuring the vibrancy of Latvian traditions for generations to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and commend the Krišjāņa Barona Latvian School for its outstanding contributions to the preservation and promotion of Latvian heritage and culture in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Krišjāņa Barona Latvian School as a symbol of our gratitude and appreciation for their tireless dedication to education and cultural enrichment.

Presented By

ALDERPERSON NUGENT (39th Ward)
And OTHERS:

CONGRATULATIONS EXTENDED TO 2025 COMMUNITY CHOICE AWARD WINNERS.

[R2025-0015411]

A resolution, presented by Alderpersons Nugent, Rodríguez-Sánchez, Ramirez-Rosa, Vasquez, Gardiner and Martin, reading as follows:

WHEREAS, The North River Commission and the Albany Park Chamber of Commerce are honoring small businesses throughout Albany Park, North Park, and Irving Park with the 2025 Community Choice Awards; and

WHEREAS, The City Council has been informed of these honors by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, On Thursday, February 27, 2025, the 2025 Community Choice Awards at Movement on Montrose will recognize and celebrate the outstanding small businesses that contribute to the vitality of our communities; and

WHEREAS, This event honors the best small businesses in a variety of categories, as determined by nominations and votes submitted by community members, highlighting their dedication, innovation, and commitment to service; and

WHEREAS, The following businesses located throughout the 33rd, 35th, 39th, 40th, 45th, and 47th Wards have been recognized for their excellence:

Best New Business: Restoried Bookshop

Best Hidden Gem: El Alebrije

Best Community Champion: Somethin' Sweet Donuts

Best Barber or Hair Salon: Supreme Beauty Parlor

Best Cafe: Dulce de Leche

Best Storefront Design: Somethin' Sweet Donuts

Best Family-Friendly: Stay and Play Game Cafe

Best Pet-Friendly: Templestowe Pub

Best Bar: Nighthawk

Best Outdoor Seating: Montrose Saloon

Best Self-Care: Revival Wellness Spa

Best Health Services: Advocate Medical Group

Best Professional Services: Moovers Chicago

Best Market: Lindo Michoacan

Best Dining in Irving Park: Alps Pancake House

Best Dining in Albany Park: Kale My Name

Best Dining in North Park: Bryn Mawr Breakfast Club

Best Social Media: Kale My Name

Best Bakery/Pastries: La Plazita

Best Movement and Fitness: It's Lit Studio Yoga + Fitness

Best Sweet Treats: Dulce De Leche

Best Pet Services: Ravenswood Animal Hospital

Best Environmental Partner: Global Gardens Chicago

Best Customer Service: Bru Coffeeworks

Best Event Space/Venue: Him + Her Vintage; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, do hereby celebrate the outstanding businesses honored at the 2025 Community Choice Awards for their contributions to the economic and cultural vibrancy of our neighborhoods; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Community Choice Award winners as a token of our esteem and gratitude.

Presented By

ALDERPERSON REILLY (42nd Ward):

CONGRATULATIONS EXTENDED TO ANDY'S JAZZ CLUB ON 50TH ANNIVERSARY.

[R2025-0015373]

WHEREAS, The City of Chicago is proud to celebrate Andy's Jazz Club's 50th anniversary; and

WHEREAS, The City of Chicago has been notified of this joyous occasion by the Honorable Brendan Reilly, Alderperson of the 42nd Ward; and

WHEREAS, Andy Rizutto opened "Andy's Lounge" in 1951 at 11 East Hubbard Street as a friendly watering hole for *Chicago Tribune* and *Chicago Sun-Times* pressmen and drivers who were familiar with the lower level of North Michigan Avenue; and

WHEREAS, On April 30, 1975, Scott Chisholm became the owner of Andy's and began its transformation into one of Chicago's premier jazz clubs; and

WHEREAS, Following the suggestion by Chicago Jazz impresario Penny Taylor and guitarist John Defauw, Scott Chisholm introduced live jazz at Andy's in 1977 as a once-a-week attraction called "Jazz at Noon", and it received such a favorable reception that live jazz expanded to every day; and

WHEREAS, Scott Chisholm continues to own and inspire Andy's Jazz Club 50 years later and has since been succeeded as general manager by his sons, Chris, Jeff, and Brandon; and

WHEREAS, Recognizing that great music and great food are natural companions, the Chisholm family jazzed up the standard pizza and bar food menu to include true gourmet entrees; and

WHEREAS, In order to preserve and promote jazz as a truly American art form, the Chisholms also instituted student workshops that have hosted 2,500 to 3,000 music students annually where participants could learn a deeper appreciation of the genre and receive one-on-one attention from experienced jazz musicians; and

WHEREAS, Recognized as "the hardest working bar in the Jazz business", Andy's Jazz Club has become a musical retreat for jazz aficionados and has hosted esteemed Jazz artists such as Larry Coryell, Franz Jackson, Von Freeman, Joey DeFrancesco, Chuck Hedges, Art Hoyle, Wilbur Campbell, Paul Wertico, Erwin Helfer, Trick Parham, Barrett Deems, Sam Burckhardt, and more than 35-years of weekly performances by Mike Smith; and

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate the Chisholm family on 50 years as owners, managers, and custodians of Andy's Jazz Club; and

Be It Further Resolved, That suitable copies of this resolution be presented to the Chisholm family and to Andy's Jazz Club.

Presented By

ALDERPERSON GARDINER (45th Ward):

CONGRATULATIONS EXTENDED TO NOUREDDINE BENRAHMANI ON 65TH BIRTHDAY.

[R2025-0015262]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Noureddine Benrahmani in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Noureddine Benrahmani on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Noureddine Benrahmani on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Noureddine Benrahmani.

CONGRATULATIONS EXTENDED TO ALAN COOK ON 80TH BIRTHDAY.

[R2025-0015263]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Alan Cook in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Alan Cook on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Alan Cook on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Alan Cook.

CONGRATULATIONS EXTENDED TO SLAVOLJUB DAMNJANOVIC ON 65TH BIRTHDAY.

[R2025-0015265]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Slavoljub Damnjanovic in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Slavoljub Damnjanovic on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Slavoljub Damnjanovic on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Slavoljub Damnjanovic.

CONGRATULATIONS EXTENDED TO DONALD GREENBERG ON 93RD BIRTHDAY.

[R2025-0015266]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Donald Greenberg in honor of his 93rd birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Donald Greenberg on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Donald Greenberg on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Donald Greenberg.

CONGRATULATIONS EXTENDED TO ALLEN SCOTT ON 65TH BIRTHDAY.

[R2025-0015264]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Allen Scott in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Allen Scott on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Allen Scott on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Allen Scott.

CONGRATULATIONS EXTENDED TO DONNA STACK ON 80TH BIRTHDAY.

[R2025-0015261]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Donna Stack in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Donna Stack on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Donna Stack on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Donna Stack.

CONGRATULATIONS EXTENDED TO JAN TOCZYCKI ON 93RD BIRTHDAY.
[R2025-0015267]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Jan Toczycki in honor of her 93rd birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Jan Toczycki on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Jan Toczycki on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jan Toczycki.

CONGRATULATIONS EXTENDED TO LESZEK ZAREBSKI ON 70TH BIRTHDAY.
[R2025-0015268]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Leszek Zarebski in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderman James M. Gardiner would like to extend his personal tribute to Leszek Zarebski on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of February 2025, do hereby congratulate Leszek Zarebski on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Leszek Zarebski.

MATTERS PRESENTED BY THE ALDERPERSONS.

(Presented By Wards, In Order, Beginning With The 1st Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred -- ESTABLISHMENT OF LOADING ZONE ON PORTION OF N. LINCOLN AVE.

[O2025-0015182]

Alderperson Martin (47th Ward) presented a proposed ordinance to establish a no parking/ loading/tow zone at 4001 -- 4013 North Lincoln Avenue, to be in effect on all days, from 7:00 A.M. to 7:00 P.M., which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- INSTALLATION OF PARKING METERS ON PORTION OF S. WOOD ST.

[O2025-0015464]

Alderperson Burnett (27th Ward) presented a proposed ordinance for the installation of parking meters on the east side of South Wood Street, from West Congress Parkway to West Harrison Street, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF PARKING METERS.

The alderpersons named below presented proposed ordinances to amend previously installed parking meters on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Distance
HOPKINS (2nd Ward)	Remove Parking Meter Number 254403 at West North Avenue (north side) from North Wells Street to North LaSalle Drive; install meters at North Marcey Street (east side) from North Sheffield Avenue to West Willow Street and on North Sheffield Avenue (west side) from North Marcey Street to North Clybourn Avenue; [O2025-0015518]
BURNETT (27th Ward)	Temporary relocation of Parking Meters/Pay Box Number 756313 on North Sangamon Street (east side) from West Lake Street to West Fulton Market, to a new location on West Wayman Street (north side) from North Halsted Street to North Peoria Street; [O2025-0015207]
	Remove parking meters at South Wolcott Avenue (both sides) from West Harrison Street to West Ogden Avenue. [O2025-0015473]

Referred -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances

specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Permit Number
DOWELL (3rd Ward)	West Swann Street, at 328 (Handicapped Parking Permit 135028); [O2025-0015181]
HALL (6th Ward)	South Yale Avenue, at 6565 (handicapped permit parking); [O2025-0015278]
CHICO (10th Ward)	South Ewing Avenue, at 10921 (Handicapped Parking Permit 134773); [O2025-0015200]
LEE (11th Ward)	South Emerald Avenue, at 3729 (Handicapped Parking Permit 135107); [O2025-0015294]
	South Throop Street, at 3052 (Handicapped Parking Permit 134804); [O2025-0015292]
	West 31st Place, at 1042 (Handicapped Parking Permit 135143); [O2025-0015295]
RAMIREZ (12th Ward)	South Rockwell Street, at 4130 (Handicapped Parking Permit 128085); [O2025-0015168]
	South Whipple Avenue, at 4516 (Handicapped Parking Permit 131479); [O2025-0015588]

Alderperson	Location And Permit Number
QUINN (13th Ward)	South Keating Avenue, at 6059 (Handicapped Parking Permit 135420); [O2025-0015526]
	South Kedvale Avenue, at 5545 (Handicapped Parking Permit 135077); [O2025-0015483]
	South Kedvale Avenue, at 6148 (Handicapped Parking Permit 135416); [O2025-0015524]
	South Kildare Avenue, at 6225 (Handicapped Parking Permit 134800); [O2025-0015523]
	South Knox Avenue, at 6153 (Handicapped Parking Permit 135195); [O2024-0015485]
	South Kolin Avenue, at 6619 (Handicapped Parking Permit 135498); [O2025-0015486]
	South Long Avenue, at 6429 (Handicapped Parking Permit 135197); [O2025-0015484]
	South Mason Avenue, at 6251 (Handicapped Parking Permit 135164); [O2025-0015356]
	South Melvina Avenue, at 5712 (Handicapped Parking Permit 135165); [O2025-0015350]
	West 55th Street, at 4435 (Handicapped Parking Permit 135100); [O2025-0015525]
	West 58th Street, at 4147 (Handicapped Parking Permit 135196); [O2025-0015352]
	West 63rd Place, at 6341 (Handicapped Parking Permit 135114); [O2025-0015354]
	West 64th Place, at 5147 (Handicapped Parking Permit 135167); [O2025-0015348]
	West 64th Place, at 6846 (Handicapped Parking Permit 135166); [O2025-0015351]

Alderperson	Location And Permit Number
GUTIÉRREZ (14th Ward)	South Homan Avenue, at 5545 (Handicapped Parking Permit 130203); [O2025-0015594]
	South Sawyer Avenue, at 6013 (Handicapped Parking Permit 135159); [O2025-0015596]
	South Spaulding Avenue, at 5340 (Handicapped Parking Permit 135762); [O2025-0015592]
	South Troy Street, at 5813 (Handicapped Parking Permit 135754); [O2025-0015595]
COLEMAN (16th Ward)	South Campbell Avenue, at 6634 (handicapped permit parking); [O2025-0014994]
	South Hoyne Avenue, at 5318 (handicapped permit parking); [O2025-0015002]
	South Maplewood Avenue, at 6952 (handicapped permit parking); [O2025-0014995]
	South Talman Avenue, at 6237 (handicapped permit parking); [O2025-0015000]
	South Washtenaw Avenue, at 6346 (handicapped permit parking); [O2025-0015003]
	South Wood Street, at 5411 (handicapped permit parking); [O2025-0014998]
MOORE (17th Ward)	South Artesian Avenue, at 7143 (Handicapped Parking Permit 134979); [O2025-0015030]
	South Bishop Street, at 7932 (Handicapped Parking Permit 134587); [O2025-0015033]

Alderperson	Location And Permit Number

South Claremont Avenue, at 7020 (Handicapped Parking Permit 135011);
[O2025-0015031]

South Emerald Avenue, at 7637 (Handicapped Parking Permit 134855);
[O2025-0015035]

South Loomis Boulevard, at 6822 (Handicapped Parking Permit 133657);
[O2025-0015027]

South Marshfield Avenue, at 7152 (Handicapped Parking Permit 130867);
[O2025-0015006]

South Marshfield Avenue, at 7535 (Handicapped Parking Permit 1334781);
[O2025-0015011]

South May Street, at 7520 (Handicapped Parking Permit 135394);
[O2025-0015008]

South Paulina Street, at 7311 (Handicapped Parking Permit 134811);
[O2025-0015028]

South Sangamon Street, at 8118 (Handicapped Parking Permit 134484);
[O2025-0015032]

South Sangamon Street, at 8322 (Handicapped Parking Permit 129613);
[O2025-0015021]

South Union Avenue, at 7504 (Handicapped Parking Permit 134916);
[O2025-0015034]

South Wood Street, at 7534 (Handicapped Parking Permit 129596);
[O2025-0015007]

West 70th Place, at 2019 (Handicapped Parking Permit 134469);
[O2025-0015029]

Alderperson	Location And Permit Number
CURTIS (18th Ward)	South Fairfield Avenue, at 7231 (Handicapped Parking Permit 135787); [O2025-0015203]
O'SHEA (19th Ward)	South Artesian Avenue, at 11629 (Handicapped Parking Permit 134463); [O2025-0015018]
	South Troy Street, at 10722 (Handicapped Parking Permit 133377); [O2025-0015370]
	South Troy Street, at 11225 (Handicapped Parking Permit 132334); [O2025-0015369]
SCOTT (24th Ward)	West Cullerton Avenue, at 4052 (Handicapped Parking Permit 134860); [O2025-0015053]
BURNETT (27th Ward)	North Crosby Street, at 948 (Handicapped Parking Permit 133122); [O2025-0015582]
ERVIN (28th Ward)	West Adams Street, at 5022 (handicapped permit parking); [O2025-0015425]
	West Congress Parkway, at 4128 (handicapped permit parking); [O2025-0015603]
	West Congress Parkway, at 4146 (handicapped permit parking); [O2025-0015599]
	West Jackson Boulevard, at 4509 (handicapped permit parking); [O2025-0015604]
	West Van Buren Street, at 3509 (handicapped permit parking); [O2025-0015423]

Alderperson	Location And Permit Number
	West Washington Boulevard, at 4152 (handicapped permit parking); [O2025-0015424]
CARDONA (31st Ward)	North Lavergne Avenue, at 2645 (Handicapped Parking Permit 134997); [O2025-0015535]
	North Lowell Avenue, at 2912 (Handicapped Parking Permit 134480); [O2025-0015330]
SPOSATO (38th Ward)	North Marmora Avenue, at 4329 (Handicapped Parking Permit 134454); [O2025-0015128]
NAPOLITANO (41st Ward)	West Bryn Mawr Avenue, at 8435 (Handicapped Parking Permit 134462); [O2025-0015598]
MANAA-HOPPENWORTH (48th Ward)	West Granville Avenue, at 1332 (Handicapped Parking Permit 135094); [O2025-0015329]
HADDEN (49th Ward)	West Farwell Avenue, at 1626 (Handicapped Parking Permit 135495); [O2025-0015529]
	West North Avenue, at 1726 (Handicapped Parking Permit 135402); [O2025-0015528]
SILVERSTEIN (50th Ward)	West Estes Avenue, at 2616 (Handicapped Parking Permit 134790); [O2025-0015533]
	West Lunt Avenue, at 2656 (Handicapped Parking Permit 134981) (signs to be posted at 7007 North Washtenaw Avenue). [O2025-0015283]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Permit Number
LEE (11th Ward)	Repeal Handicapped Parking Permit 132409 at 2859 South Union Avenue; [O2025-0015296]
	Repeal Handicapped Parking Permit 117310 at 3028 South Union Avenue; [O2025-0015306]
	Repeal Handicapped Parking Permit 100107 at 3642 South Honore Street; [O2025-0014997]
	Repeal Handicapped Parking Permit 68729 at 4132 South Maplewood Avenue; [O2025-0015059]
	Repeal Handicapped Parking Permit 94333 at 3725 South Paulina Street; [O2025-0015312]
CURTIS (18th Ward)	Remove Handicapped Parking Permit 130285 at 3649 West 84th Place; [O2025-0015380]
TABARES (23rd Ward)	Amend ordinance by striking: "South Lawler Avenue, at 5100 (Handicapped Parking Permit 132084)"; [O2025-0015042]

Alderperson	Location And Permit Number
	Amend ordinance by striking: "South Neenah Avenue, at 5107 (Handicapped Parking Permit 69477) -- handicap poles"; [O2025-0015043]
	Amend ordinance by striking: "West 56th Place, at 3639 (Handicapped Parking Permit 48785) -- handicap poles"; [O2025-0015064]
CARDONA (31st Ward)	Amend ordinance by striking: "West Altgeld Street, at 5108 (Handicapped Parking Permit 93498)"; [O2025-0015327]
	Amend ordinance by striking: "West Henderson Street, at 4846 (Handicapped Parking Permit 113416)"; [O2025-0015328]
VILLEGAS (36th Ward)	Amend ordinance by striking: "North Major Avenue, at 2168 (Handicapped Parking Permit 126668)"; [O2025-0015490]
SPOSATO (38th Ward)	Amend ordinance by striking: "North Moody Avenue, at 4300 (Handicapped Parking Permit 29021)"; [O2025-0015131]
	Amend ordinance by striking: "North Plainfield Avenue, at 3224 (Handicapped Parking Permit 127840)"; [O2025-0015130]
SILVERSTEIN (50th Ward)	Amend ordinance by striking: "North Mozart Street, at 6238 (Handicapped Parking Permit 127662)". [O2025-0015534]

Referred -- ESTABLISHMENT OF TWO PERCENT RESERVED DISABLED PARKING ON PORTION OF S. GREEN BAY AVE.

[O2025-0015036]

Alderperson Chico (10th Ward) presented a proposed ordinance to establish two percent reserved disabled parking on the east side of South Green Bay Avenue, from a point 195 feet south of East 133rd Street to a point 20 feet thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF TWO PERCENT RESERVED DISABLED PARKING ON PORTION OF S. WENTWORTH AVE.

[O2025-0015383]

Alderperson Lee (11th Ward) presented a proposed ordinance to amend an ordinance previously passed on November 1, 2000, *Journal of the Proceedings of the City Council of the City of Chicago*, page 43286, which reads: "South Wentworth Avenue (east side) from a point 20 feet south of West 23rd Street to a point 25 feet south thereof -- two percent for disabled parking" by striking the above, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- INSTALLATION OF TWO-HOUR PARKING SIGNS AT 6457 S. PULASKI AVE.

[O2025-0015305]

Alderperson Tabares (23rd Ward) presented a proposed ordinance for the installation of two-hour parking signs on the north side of West 65th Street, from a point 30 feet east of South Pulaski Road to the first alley east thereof, and on the south side of West 65th Street, from South Pulaski Road to a point 65 feet east thereof, to be in effect from 8:00 A.M. to 10:00 P.M., on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF ONE-HOUR PARKING ON PORTION OF N. CLYBOURN AVE.

[O2025-0015001]

Alderperson Waguespack (32nd Ward) presented a proposed ordinance to amend an ordinance previously passed on December 15, 1999, *Journal of the Proceedings of the City Council of the City of Chicago*, page 21595, which reads: "North Clybourn Avenue (both sides) from a point 70 feet south of West Belmont Avenue, to a point 285 feet south thereof -- one-hour limit" by striking the above, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF N. MENARD AVE.

[O2025-0015413]

Alderperson Cruz (30th Ward) presented a proposed ordinance to establish a residential permit parking zone at both sides of North Menard Avenue, from 2900 to 2959, to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances to amend previously established residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety,* as follows:

Alderperson	Location, Distance And Time
MOSLEY (21st Ward)	Amend ordinance by striking: "Residential Permit Parking Zone 1581 at 10900 -- 11100 South Morgan Street"; [O2025-0015591]

Alderperson	Location, Distance And Time
CRUZ (30th Ward)	Amend ordinance passed on December 18, 2019, *Journal of the Proceedings of the City Council of the City of Chicago,* page 12710, which reads: "Residential Permit Parking Zone 2251 at 5600 block of West Roscoe Street -- at all times -- all days" by striking: "5600 block of West Roscoe Street" and inserting: "5617 -- 5657 West Roscoe Street (odd side only)" in lieu thereof; [O2025-0015343]
CARDONA (31st Ward)	Amend ordinance passed on January 15, 2020, *Journal of the Proceedings of the City Council of the City of Chicago,* page 13025, which reads: "Residential Permit Parking Zone 2237 at 3002 -- 3107 North Haussen Court (both sides) -- 6:00 P.M. to 6:00 A.M. -- all days" by striking: "3107" and inserting: "3108" in lieu thereof; [O2025-0015470]
SPOSATO (38th Ward)	Amend ordinance passed on September 5, 2007, *Journal of the Proceedings of the City Council of the City of Chicago,* page 6948, which reads: "Residential Permit Parking Zone 1373 at 3940 -- 3948 North Oketo Avenue (both sides) between West Irving Park Road and West Forest Preserve Drive -- at all times -- all days" by striking: "3948" and inserting: "3955" in lieu thereof; [O2025-0015147]
GARDINER (45th Ward)	Amend ordinance which reads: "Residential Permit Parking Zone 101 at 5314 -- 5359 West Winnemac Avenue (both sides) -- 6:00 A.M. to 6:00 P.M -- all days" by striking: "5314" and inserting: "5313" in lieu thereof. [O2025-0015252]

Referred -- ESTABLISHMENT OF BUFFER ZONE AT 1445 N. CLEAVER ST. FOR RESIDENTIAL PERMIT PARKING ZONE 154.

[O2025-0015590]

Alderperson La Spata (1st Ward) named below presented a proposed ordinance to establish a buffer zone at 1445 North Cleaver Street for Residential Permit Parking Zone 154, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- INSTALLATION OF "NO PARKING/TOW-AWAY ZONE" SIGNS.

The alderpersons named below presented proposed ordinances directing the Commissioner of Transportation to install "no parking" signs at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Type Of Sign
CURTIS (18th Ward)	7401 -- 7459 South Oakley Street (east side) -- no truck parking/ tow-away zone; [O2025-0015410]
	2330 -- 2358 West 75th Street (north side) -- no parking/tow-away zone; [O2025-0015368]
	3900 -- 3935 West 77th Street (both sides) -- no truck parking/tow-away zone; [O2025-0015194]
	2399 -- 2357 West 79th Place (both sides) -- no truck parking/tow-away zone; [O2025-0015075]
	2701 -- 3159 West 79th Street (south side) -- no truck parking/tow-away zone; [O2025-0015072]

Alderperson	Location And Type Of Sign
BURNETT (27th Ward)	West Iowa Street, from North Hamlin Avenue to North Avers Avenue (3800 West Iowa Street) -- no parking/tow-away zone -- at all times -- all days; [O2025-0015476]
SPOSATO (38th Ward)	7801 -- 7959 West Irving Park Road (south side) -- no semi-truck parking/tow-away zone; [O2025-0015494]
SILVERSTEIN (50th Ward)	West Pratt Boulevard (south side) from West Colombia Avenue to a point 50 feet west thereof -- no parking/tow-away zone -- at all times -- all days. [O2025-0015017]

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances directing the Commissioner of Transportation to install traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderperson	Location And Type Of Sign
BURNETT (27th Ward)	North Green Street and West Superior Street -- "All-Way Stop"; [O2025-0015179]
VASQUEZ (40th Ward)	North Virginia Avenue and West Leland Avenue -- "All-Way Stop"; [O2025-0015314]
	North Washtenaw Avenue and West Hollywood Avenue -- "All-Way Stop"; [O2025-0015313]

Alderperson	Location And Type Of Sign
GARDINER (45th Ward)	North Lockwood Avenue and West Cullom Avenue -- "All-Way Stop". [O2025-0015269]

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The alderpersons named below presented proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

BY ALDERPERSON ROBINSON (4th Ward):

To classify as an RM5 Residential Multi-Unit District instead of a B3-3 Community Shopping District the area shown on Map Number 10-D bounded by:

South Ellis Avenue; East 41st Street; the alley next west of and parallel to South Ellis Avenue; and a line 12 feet north of East 41st Street to a point 78.7 feet north of East 41st Street (common address: 4062 South Ellis Avenue).

[O2025-0015409]

BY ALDERPERSON LOPEZ (15th Ward):

To classify as a B2-2 Neighborhood Commercial District instead of an M2-2 Light Industry District the area shown on Map Number 14-H bounded by:

a line 148.32 feet south of and parallel to West 58th Street; South Hoyne Avenue; a line 222.84 feet south of and parallel to West 58th Street; and the alley next west of and parallel to South Hoyne Avenue (common address: 4814 -- 4816 South Hoyne Avenue).

[O2025-0015602]

BY ALDERPERSON COLEMAN (16th Ward):

To classify as an RM5 Residential Multi-Unit District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 14-G bounded by:

the north right-of-way line of the Pennsylvania Railroad; South Green Street; the alley next north of and parallel to West 59th Street; and the alley next west of and parallel to South Green Street (common address: 5832 -- 5844 South Green Street).

[O2025-0015608]

To classify as an RM5 Residential Multi-Unit District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 14-G bounded by:

the south right-of-way line of the Pennsylvania Railroad; the alley next east of and parallel to South Justine Street, the alley next north of and parallel to West 59th Street; and South Justine Street (common address: 5835 -- 5843 South Justine Street).

[O2025-0015607]

To classify as a C1-1 Neighborhood Commercial District instead of a C1-1 Neighborhood Commercial District and an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-G bounded by:

West 59th Street; South Loomis Boulevard; a line 109 feet south of and parallel to West 59th Street; and the alley next west of and parallel to South Loomis Boulevard (common address: 5900 South Loomis Boulevard).

[O2025-0015606]

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 14-F bounded by:

West 58th Street; South Lowe Avenue; a line 222.5 feet south of and parallel to West 58th Street; and the alley next west of and parallel to South Lowe Avenue (common address: 5800 -- 5816 South Lowe Avenue).

[O2025-0015609]

To classify as a C1-2 Neighborhood Commercial District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 14-G bounded by:

a line 129.9 feet north of and parallel to West 60th Street; South Racine Avenue; a line 55.9 feet north of and parallel to West 60th Street; and the alley next west of and parallel to South Racine Avenue (common address: 5950 South Racine Avenue).

[O2025-0015605]

BY ALDERPERSON O'SHEA (19th Ward):

To classify as an RS1 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 24-G bounded by:

a line 515.69 feet northwest of West 99th Street, as measured along the east right-of-way line of South Charles Street and perpendicular thereto; a line 100 feet west of and parallel to South Beverly Avenue; a line 314.69 feet northwest of West 99th Street, as measured along the east right-of-way line of South Charles Street and perpendicular thereto; and a line 135 feet east of and parallel to South Charles Street (common address: 9845 -- 9851 South Charles Street).

[O2025-0015335]

BY ALDERPERSON MOSLEY (21st Ward):

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District, a B3-1 Community Shopping District, a B3-2 Community Shopping District and an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 28-G bounded by:

the alley next north of and parallel to West 115th Street; South Morgan Street; the alley next south of and parallel to West 115th Street; a line 83.1 feet west of and parallel to South Carpenter Street; West 115th Street; a line 108.1 feet east of and parallel to South May Street; the alley next south of and parallel to West 115th Street; South Racine Avenue; the alley next south of and parallel to West 115th Street; South Elizabeth Street; the alley next south of and parallel to West 115th Street; a line 58.15 feet west of South Elizabeth Street; West 115th Street; and South Racine Avenue (common address: 1001 -- 1239 and 1000 -- 1158 West 115th Street).

[O2025-0015271]

BY ALDERPERSON MARTIN (47th Ward):

To classify as a B3-5 Community Shopping District instead of a B2-5 Neighborhood Mixed-Use District the area shown on Map Number 9-H bounded by:

a line 60 feet south of and parallel to the alley next south of and parallel to West Irving Park Road; the alley next east of and parallel to North Western Avenue; West Byron Street; and North Western Avenue (common address: 3901 -- 3937 North Western Avenue).

[O2025-0015589]

To classify as a B3-3 Community Shopping District instead of a B1-1 Neighborhood Shopping District and a B3-2 Community Shopping District the area shown on Map Number 11-H bounded by:

West Lawrence Avenue; North Lincoln Avenue; a line 242.29 feet southeast of the intersection of West Lawrence Avenue and North Lincoln Avenue along the west right-of-way line of North Lincoln Avenue and perpendicular thereto; the alley next east of North Western Avenue; a line 191 feet north of West Leland Avenue, as measured along the east right-of-way line of North Western Avenue and perpendicular thereto; and North Western Avenue (common address: 4721 -- 4763 North Western Avenue).

[O2025-0015593]

To classify as a B3-3 Community Shopping District instead of a B3-1 Community Shopping District and a B3-3 Community Shopping District the area shown on Map Number 13-H bounded by:

West Ainslie Avenue; the alley next east of and parallel to North Western Avenue; the alley next north of and parallel to West Lawrence Avenue; North Claremont Avenue; West Lawrence Avenue; and North Western Avenue (common address: 4801 -- 4827 North Western Avenue and 2334 -- 2348 West Lawrence Avenue).

[O2025-0015597]

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3. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Number)

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERPERSON LA SPATA (1st Ward):

Referred -- CALL FOR HEARING(S) ON VARIOUS FUNCTIONS OF CITY OF CHICAGO HUMAN RESOURCES SERVICES, INFORMATION TECHNOLOGY, INSURANCE AND SIMILAR ITEMS.

[R2025-0015578]

A proposed resolution calling on the Committee on the Budget and Government Operations to hold a hearing and convene studies on the various functions of human resources services within the City of Chicago, specifically line items pertaining to information technology,

health insurance claims, workers' compensation, and other similar items; to authorize the Department of Human Resources to convene a study on unique functions different from departmental human resources and on duplicate functions; to authorize the Budget Director and the Office of Budget Management to convene a study on all human resources functions and costs of moving human resources to each specific department within the City of Chicago; to authorize the City Council Office of Financial Analysis to convene a study to demonstrate costs associated with human resources functions within the city; and further, to require all studies be filed with the City Clerk and presented to the Committee on the Budget and Government Operations no later than June 18, 2025, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- AMENDMENT OF TITLES 2 AND 10 OF MUNICIPAL CODE DIRECTING COMMISSIONER OF TRANSPORTATION TO IMPLEMENT "PLOW THE SIDEWALKS PILOT PROGRAM" AND TO EXTEND END DATE OF WORKING GROUP TO DECEMBER 31, 2026.

[O2025-0015574]

Also, a proposed ordinance to amend Titles 2 and 10 of the Municipal Code of Chicago by modifying Section 2-102-030 to authorize the Commissioner of Transportation to implement the "Plow the Sidewalks Pilot Program" within one or more pilot areas to have the City of Chicago or its agents clear snow from sidewalks when accumulation is two inches or greater; to exempt any owner, lessee, tenant, or occupant from any snow and ice removal fees if the Department of Transportation has provided notice of the property's location in an active pilot area; and further, to extend the sunset date of the working group from May 31, 2025 to December 31, 2025. Two committees having been called, the Committee on Pedestrian and Traffic Safety and the Committee on Transportation and Public Way, the matter was *Referred to the Committee on Committees and Rules.*

Referred -- AMENDMENT OF SECTION 4-58-030 OF MUNICIPAL CODE TO DISALLOW BYOB ON PORTIONS OF W. DIVISION ST.

[O2025-0015576]

Also, a proposed ordinance to amend Title 4, Chapter 58, Section 030 of the Municipal Code of Chicago by adding new subsection 1.2 to disallow BYOB on the south side of West Division Street, from North Damen Avenue to North Western Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE TO ALLOW OR DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF VARIOUS STREETS, AS SPECIFIED.

[O2025-00015579]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by amending subsections 1.16, 1.17, 1.18, 1.25, and 1.72 by striking the restriction to issue additional alcoholic liquor licenses on North Ashland Avenue, from West Grand Avenue to West Chicago Avenue, from West Chicago Avenue to West Augusta Boulevard, and from West Augusta Boulevard to West Division Street; on the south side of West Division Street, from North Wood Street to North Hoyne Avenue; and on North Western Avenue, from West North Avenue to West Hirsch Street; and by adding new subsections 1.99 -- 1.118 to disallow the issuance of additional alcoholic liquor licenses on the east and west sides of North Ashland Avenue, from West Grand Avenue to West Chicago Avenue; on the east and west sides of North Ashland Avenue, from West Chicago Avenue to West Augusta Boulevard; on the east and west sides of North Ashland Avenue, from West Augusta Boulevard to West Division Street; on the east and west sides of North Western Avenue, from West North Avenue to West Hirsch Street; on North Western Avenue, from West Armitage Avenue to West Bloomingdale Avenue; on the north side of West Armitage Avenue, from North Campbell Avenue to North Point Street; on the south side of West Armitage Avenue, from North Campbell Avenue to North Washtenaw Avenue; on the north and south sides of West Division Street, from North Wood Street to North Damen Avenue; on the north and south sides of West Division Street, from North Damen Avenue to North Western Avenue; on the east and west sides of North Milwaukee Avenue, from North California Avenue to West Fullerton Avenue; on the east and west sides of North Milwaukee Avenue, from West Fullerton Avenue to North Sacramento Avenue; and on the east side of North Milwaukee Avenue, from North Sacramento Avenue to West Logan Boulevard, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 1.66 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. FULLERTON AVE.

[O2025-0015575]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 1.66 which restricted the issuance of additional package goods licenses on West Fullerton Avenue, from North Western Avenue to North Rockwell Street, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERPERSON LA SPATA (1st Ward), ALDERPERSON VASQUEZ (40th Ward) And ALDERPERSON LAWSON (44th Ward):

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING SECTION 17-10-0102-B TO ALLOW MINIMUM OFF-STREET AUTOMOBILE PARKING RATIO REDUCTION UP TO 100 PERCENT FOR CONSTRUCTION OF PARKING STRUCTURES NEAR CTA OR METRA LINES.

[O2025-0015577]

A proposed ordinance to amend Title 17 of the Municipal Code of Chicago by modifying Section 17-10-0102-B to allow minimum off-street automobile parking ratios to be reduced by up to 100 percent for new construction or rehabilitation or reuse of existing structures located within 2,640 feet of a CTA or METRA rail station entrance or exit or within 1,320 feet of a CTA bus line corridor roadway segment; by modifying Sections 17-3-0402-B and 17-3-0403-B allowing MLA Reductions or Floor Area Ratio increases for transit-served locations for projects subject to the requirements of the Affordable Requirements Ordinance; and further, by striking the entirety of Section 17-13-1003-EE, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON HOPKINS (2nd Ward):

Referred -- AMENDMENT OF SECTION 9-52-020 OF MUNICIPAL CODE TO PROHIBIT BICYCLES, SCOOTERS, OR LOW-SPEED ELECTRIC MOBILITY DEVICES ON ANY SIDEWALK.

[O2025-0015514]

A proposed ordinance to amend Title 9, Chapter 52, Section 020 of the Municipal Code of Chicago prohibiting the riding of any bicycle, low-speed electric delivery bicycle, motor scooter, or low-speed electric mobility device upon any sidewalk, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- AMENDMENT OF CHAPTER 9-52 OF MUNICIPAL CODE BY MODIFYING SECTIONS 9-52-120 AND 9-52-130 PROHIBITING PARKING OF LOW-SPEED ELECTRIC BICYCLES ON PUBLIC WAY OUTSIDE SPECIFIED CIRCUMSTANCES.

[O2025-0015530]

Also, a proposed ordinance to amend Title 9, Chapter 52 of the Municipal Code of Chicago by modifying Section 9-52-120 and 9-52-130 to prohibit the parking of any low-speed electric bicycles or low-speed electric mobility devices on the public way except when the bicycle/device is in a share station or against any rack designated for such purpose or against any rack, parking meter, or sign pole able to support the low-speed electric bicycle or low-speed electric mobility device; and establishing a $5 fine to be paid by the violating rider for bicycles/devices left in a manner which is hazardous to pedestrian or vehicular safety, and a $4 fine for bicycles/devices parked further than 150 feet from a bicycle share station, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF SECTION 10-20-020 OF MUNICIPAL CODE REQUIRING CONTRACTORS PERFORMING WORK ON PUBLIC WAY TO REMOVE ALL TEMPORARY PARKING RESTRICTIONS UPON WORK COMPLETION.

[O2025-0015509]

Also, a proposed ordinance to amend Title 10, Chapter 20, Section 020 of the Municipal Code of Chicago to require that any contractor, sub-contractor or entity performing work on the public way remove all temporary parking restriction signs upon completion of the work; and by establishing fines of no less than $500 and no more than $1,000 for each violation, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON DOWELL (3rd Ward):

Referred -- CALL FOR HEARING(S) ON NEIGHBORHOOD IMPACT OF PHARMACY STORE CLOSURES ON SOUTH AND WEST SIDES OF CHICAGO.

[R2025-0015550]

A proposed resolution calling on the Committee on Finance to hold a subject matter hearing regarding the neighborhood impact of pharmacy store closures and the challenges faced by residents of the South and West Sides of the City of Chicago when it comes to accessing pharmacy and related healthcare services, which was *Referred to the Committee on Finance.*

Referred -- EXEMPTION OF CHILDREN CLOUD II LTD. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0015308]

Also, a proposed ordinance to exempt Children Cloud II Ltd. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4653 South Michigan Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON HARRIS (8th Ward):

Referred -- TRANSFER OF YEAR 2025 FUNDS WITHIN 8TH WARD ALDERMANIC EXPENSE/WAGE ALLOWANCE ACCOUNT.

[O2025-0015510]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds within the 8th Ward 9008 Aldermanic Expense/0017 Wage Allowance Account to meet the necessary obligations that have been or may be incurred during Year 2025, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERPERSON CHICO (10th Ward):

Referred -- VACATION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY S. AVENUE O, E. 134TH ST., S. GREENBAY AVE. AND E. 133RD ST.

[O2024-0015287]

A proposed ordinance authorizing the vacation of that part of the east/west 16-foot-wide public alley lying north of and adjoining Lots 1 to 5, and part of Lot 6, in the subdivision of Block 10, all of Block 17 and the north 292.1 feet of Block 18 of the Calumet and Chicago Canal and Dock Company Subdivision within the area bounded by South Avenue O, East 134th Street, South Greenbay Avenue, and East 133rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON LEE (11th Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Five proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 4343 South Ashland Avenue -- Permit Number 101064519;
[Or2025-0015291]

one sign/signboard at 4343 South Ashland Avenue -- Permit Number 101064522;
[Or2025-0015290]

one sign/signboard at 200 West 35th Street;
[Or2025-0015058]

one sign/signboard at 333 West 35th Street; and
[Or2025-0015057]

one sign/signboard at 320 West 35th Street.
[Or2025-0015060]

Presented By

ALDERPERSON GUTIÉRREZ (14th Ward):

Referred -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

West 56th Street, from South Kedzie Avenue to South Albany Avenue -- to be known as "Honorary Officer Luis M. Huesca Way"; and
[O2025-0015041]

South St. Louis Avenue, from West 55th Street to West 54th Place -- to be known as "Honorary Rigoberto 'Rigo' Padilla Perez Way".
[O2025-0015386]

Presented By

ALDERPERSON LOPEZ (15th Ward):

Referred -- AMENDMENT OF SECTION 2-92-420 OF MUNICIPAL CODE BY INCLUDING "FREEDMEN AMERICAN" AS MINORITY GROUP WITHIN MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.

[O2025-0015394]

A proposed ordinance to amend Title 2, Chapter 92, Section 420 of the Municipal Code of Chicago to include "Freedmen American" as a Minority Group in the Minority/Women-Owned Business Enterprise Program; and defining "Freedmen American" as "persons having direct ancestral lineage to victims of chattel slavery in the United States of America and may also be used in addition to terms such as "Black", "African American", or "Descendant of American Slavery", which was *Referred to the Committee on Contracting Oversight and Equity.*

Referred -- AMENDMENT OF SECTION 2-92-605 OF MUNICIPAL CODE REQUIRING AFFIDAVIT FROM EXISTING CONTRACTORS WORKING WITH CITY OF CHICAGO VERIFYING NON-UTILIZATION OF ANY SUPPLY CHAIN USING SWEATSHOP LABOR.

[O2025-0015585]

Also, a proposed ordinance to amend Title 2, Chapter 92, Section 605 of the Municipal Code of Chicago requiring that each existing contractor with a City of Chicago contract complete an affidavit, by April 1, 2025, verifying that, to the best of their knowledge, neither the contractor nor any of its subcontractors utilize any supply chain that uses sweatshop labor, which was *Referred to the Committee on Health and Human Relations.*

Referred -- COMMISSIONER OF BUSINESS AFFAIRS AND CONSUMER PROTECTION AUTHORIZED TO ISSUE TAVERN LICENSE HOLDERS ALLOWANCE FOR LEASHED AND UNLEASHED DOGS WITHIN LICENSED TAVERN PREMISES.

[O2025-0015339]

Also, a proposed ordinance directing the Commissioner of Business Affairs and Consumer Protection to authorize the issuance of emerging business permits to tavern license holders for the activity of permitting leashed and unleashed dogs within its licensed premises, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- AMENDMENT OF CHAPTER 2-80 OF MUNICIPAL CODE BY MODIFYING SECTION 2-80-040 TO REVISE COMPOSITION OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[O2025-0015586]

Also, a proposed ordinance to amend Title 2, Chapter 80 of the Municipal Code of Chicago by modifying Section 2-80-040 to strike the composition requirement that calls for candidates to the Community Commission for Public Safety to be comprised of at least two each from the North, South and West Sides of the City of Chicago, and replace it with a requirement that at least one member be nominated from each of the five Chicago Police Department Detective Areas; by modifying Section 2-80-070(c) regarding the petition requirements for candidates for Area Council; and, further, declaring that any Area Council member which has missed six meetings in one calendar year be considered as vacating their position, which was *Referred to the Committee on Public Safety.*

Referred -- AMENDMENT OF SECTION 7-12-290 OF MUNICIPAL CODE REGARDING CRUELTY TO ANIMALS AND INCREASING FINES TO $5,000 FOR EACH OFFENSE.

[O2025-0015393]

Also, a proposed ordinance to amend Title 7, Chapter 12, Section 290 of the Municipal Code of Chicago to prohibit any person from failing to provide any animal in their care with breed-appropriate food, water, air, or sanitary, well-ventilated shelter in such a manner that protects from excess heat and cold and allows the animal to move around freely; to prohibit any failure to provide reasonable necessary medical care, required rabies vaccine, and proper care and isolation if injured or exhibiting symptoms of disease; to prohibit tethering any animals outdoors, without appropriate shelter, between 10:00 P.M. and 6:00 A.M. for more than 30 minutes when temperatures are below 45 degrees Fahrenheit; and further, to establish a fine of $5,000 for each offense plus forfeiture of the animal, which was *Referred to the Committee on Public Safety.*

Presented By

ALDERPERSON LOPEZ (15th Ward) And ALDERPERSON COLEMAN (16th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 16.138 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. 59TH ST.

[O2025-0015037]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 16.138 which restricted the issuance of additional package goods licenses on West 59th Street, from South Western Avenue to South Rockwell Street, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERPERSON LOPEZ (15th Ward) And OTHERS:

Referred -- CORPORATION COUNSEL, DEPARTMENT OF LAW, CHIEF PROCUREMENT OFFICER AND DEPARTMENT OF PROCUREMENT SERVICES DIRECTED TO CEASE DOING BUSINESS WITH BARNES & THORNBURG LLP.

[Or2025-0015600]

A proposed order, presented by Alderpersons Lopez, Tabares, Scott, Napolitano, and Gardiner, directing the Corporation Counsel, Department of Law, Chief Procurement Officer, and the Department of Procurement Services to cease doing business with Barnes & Thornburg LLP, to terminate any outside counsel agreements providing taxpayer-funded legal services to noncitizens on behalf of the Department of Law, and that the City Clerk cease issuance of municipal identification cards pending a comprehensive review of the program's benefits to all Chicagoans, which was *Referred to the Committee on Ethics and Government Oversight.*

Referred -- CALL FOR HEARING(S) REGARDING CITY OF CHICAGO BUSINESS OPERATIONS WITH BARNES & THORNBURG LLP.

[R2025-0015601]

Also, a proposed resolution, presented by Alderpersons Lopez, Tabares, Scott, Napolitano, and Gardiner, calling on the Corporation Counsel to appear before the Committee on Ethics and Government Oversight regarding business operations with Barnes & Thornburg LLP, specifically regarding pro bono legal proceedings under the description "Immigration Services" for the years 2022, 2023 and 2024; and further, directing the City Clerk to appear before the Committee on Ethics and Government Oversight to discuss issuance of municipal identification cards, which was *Referred to the Committee on Ethics and Government Oversight.*

Presented By

ALDERPERSON COLEMAN (16th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 16.101 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. GARFIELD BLVD.

[O2025-0015038]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 16.101 which restricted the issuance of additional package goods licenses on West Garfield Boulevard, from South Wood Street to South Ashland Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF RICKY'S MUFFLERS & BODY REPAIR FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0015375]

Also, a proposed ordinance to exempt Ricky's Mufflers & Body Repair from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6234 South Oakley Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON MOORE (17th Ward):

Referred -- AMENDMENT OF SECTION 17-9-0112 OF MUNICIPAL CODE TO FURTHER DEFINE BEAUTY SHOP FOR PERMITTING REQUIREMENTS.

[O2025-0015399]

A proposed ordinance to amend Title 17, Chapter 9, Section 0112 of the Municipal Code of Chicago to allow beauty shops in B zoning districts if located more than 1,000 feet from any other hair salon, barber shop, beauty shop or nail salon; and defining beauty shop as "any business offering cosmetology services and any retail store that primarily sells cosmetics, haircare products beauty accessories and personal grooming related items", which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON TAYLOR (20th Ward):

Referred -- VACATION AND OPENING OF PUBLIC ALLEY WITHIN AREA BOUNDED BY S. CALUMET AVE., E. 60TH ST., S. DR. MARTIN LUTHER KING, JR. DR. AND E. 61ST ST.

[O2025-0015475]

A proposed ordinance authorizing the opening of the south 16 feet of Lot 4 in Frederick H. Bartlett's Subdivision of Lots 15, 16, 17, 18, 19 and 20 in Parker's Resubdivison of Block 3, and the vacation of part of a north/south 20-foot-wide public alley dedicated by Snow and Dickinson's Subdivision recorded October 1, 1890 as Document Number 1345593 within the area bounded by South Calumet Avenue, East 60th Street, South Dr. Martin Luther King, Jr. Drive, and East 61st Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON MOSLEY (21st Ward):

Referred -- STANDARDIZATION OF PORTION OF W. 117TH ST. AS "MAPLE PARK WAY".

[O2025-0015566]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West 117th Street, between South Ashland Avenue and South Halsted Street, as "Maple Park Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward):

Referred -- AMENDMENT OF SECTION 9-64-206 OF MUNICIPAL CODE TO ESTABLISH PARKING METER HOURS OF OPERATION ON PORTION OF S. SPRINGFIELD AVE.

[O2025-0015568]

A proposed ordinance to amend Title 9, Chapter 64, Section 206 of the Municipal Code of Chicago to establish parking meter hours of operation from 8:00 A.M. to 6:00 P.M., Mondays through Sundays, on both sides of South Springfield Avenue, from West 26th Street south to 2611 South Springfield Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 3245 W. 30TH ST.

Also, two proposed orders for the issuance of permits to install signs/signboards at 3245 West 30th Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard for Permit Number 101065158; and

[Or2025-0015572]

one sign/signboard for Permit Number 101065159.

[Or2025-0015570]

Presented By

ALDERPERSON TABARES (23rd Ward):

Referred -- TRANSFER OF YEAR 2025 FUNDS WITHIN 23RD WARD WAGE ALLOWANCE ACCOUNT.

[O2025-0015284]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds within the 23rd Ward 0017 Wage Allowance Account to meet the necessary obligations that have been or may be incurred during Year 2025, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERPERSON SCOTT (24th Ward):

Referred -- EXEMPTION OF WORK OF THE HAND MINISTRIES FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0015063]

A proposed ordinance to exempt Work of the Hand Ministries from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1314 -- 1316 South Pulaski Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- AMENDMENT OF VACATION OF PUBLIC ALLEY FOR SITE OF JOHN CALHOUN NORTH ELEMENTARY SCHOOL AT 2833 W. ADAMS ST.

[O2025-0015614]

A proposed ordinance authorizing an amendment of the vacation of two alleys bounded by West Adams Street, South California Avenue, South Francisco Avenue, and West Jackson Boulevard, which was passed on May 17, 1933, *Journal of the Proceedings of the City Council of the City of Chicago*, page 270, for the purpose of building the former

John Calhoun North Elementary School, by modifying the Developer to Marillac St. Vincent Ministries and by amending the use restrictions to allow the property to be used for supportive housing and additional services, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1375 W. FULTON MARKET.

[Or2025-0015180]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1375 West Fulton Market, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON ERVIN (28th Ward):

Referred -- AMENDMENT OF SECTION 3-32-040 OF MUNICIPAL CODE AUTHORIZING ACCREDITED PRODUCTION CERTIFICATE HOLDERS TO BE EXEMPT FROM CERTAIN TAXES.

[O2025-0015467]

A proposed ordinance to amend Title 3, Chapter 32, Section 040 of the Municipal Code of Chicago to exempt accredited production or accredited animated production lessees from taxes imposed upon the lease or rental of personal property, or the personal property that is leased or rented outside the city, which was *Referred to the Committee on Finance.*

Referred -- DESIGNATION OF 1310 S. ASHLAND AVE. AS LOW-AFFORDABILITY COMMUNITY.

[O2025-0015412]

Also, a proposed ordinance designating Lots 14 to 36, part of Lots 13 and 37 and vacated alleys adjacent to said lots in Stinson's Subdivision of Block 16, in division of Section 19, Township 39 North, Range 14, East of the Third Principal Meridian (commonly known as 1310 South Ashland Avenue) as a Low-Affordability Community, which was *Referred to the Committee on Housing and Real Estate.*

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 28.60 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. WESTERN AVE.

[O2025-0015417]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 28.60 which restricted the issuance of additional alcoholic liquor licenses on the east side of South Western Avenue, from 1400 south to West 16th Street, which was *Referred to the Committee on License and Consumer Protection.*

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Healthcare Alternative Systems, Inc. -- 4739 West Chicago Avenue; and

[O2025-0015418]

Community Auto Sales -- 354 South Cicero Avenue.

[O2025-0015419]

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard at 1101 South Canal Street;

[Or2025-0015422]

one sign/signboard at 1257 South Halsted Street; and

[Or2025-0015421]

one sign/signboard at 1530 West Hastings Street.

[Or2025-0015420]

Presented By

ALDERPERSON TALIAFERRO (29th Ward):

Referred -- EXEMPTION OF CITY AUTO SPA FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0015367]

A proposed ordinance to exempt City Auto Spa from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5817 West Corcoran Place, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON CARDONA (31st Ward):

Referred -- AMENDMENT OF TITLE 9 OF MUNICIPAL CODE BY MODIFYING SECTION 9-4-010 TO EXPAND DEFINITION OF HAZARDOUS DILAPIDATED MOTOR VEHICLE.

[O2025-0015073]

A proposed ordinance to amend Title 9 of the Municipal Code of Chicago by modifying Section 9-4-010 to expand the definition of Hazardous Dilapidated Motor Vehicle to include "vehicles with deflated or improperly installed tires, cracked or missing front or rear windshields, or damage or openings other than convertible roofs exposing the interior of the vehicle to the weather", which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Presented By

ALDERPERSON WAGUESPACK (32nd Ward):

Referred -- EXEMPTION OF CHOOCHOO CHICAGO ACADEMY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0015026]

A proposed ordinance to exempt ChooChoo Chicago Academy from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3130 North Clybourn Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 3335 N. ASHLAND AVE.

Also, two proposed orders for the issuance of permits to install signs/signboards at 3335 North Ashland Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard for Permit Number 101064501; and

[Or2025-0015232]

one sign/signboard for Permit Number 101064520.

[Or2025-0015230]

Presented By

ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward):

Referred -- TRANSFER OF YEAR 2025 FUNDS WITHIN CITY COUNCIL COMMITTEE ON HEALTH AND HUMAN RELATIONS FOR COMMODITIES OR SUPPLIES.

[O2025-0015244]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds within the City Council Committee on Health and Human Relations for commodities or supplies to meet the necessary obligations that have been or may be incurred during Year 2025, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- TRANSFER OF YEAR 2025 FUNDS WITHIN CITY COUNCIL COMMITTEE ON HEALTH AND HUMAN RELATIONS FOR PERSONNEL SERVICES.

[O2025-0015246]

Also, a proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds within the City Council Committee on Health and Human Relations for personnel services to meet the necessary obligations that have been or may be incurred during Year 2025, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- TRANSFER OF YEAR 2025 FUNDS WITHIN 33RD WARD ALDERMANIC EXPENSE ACCOUNT.

[O2025-0015277]

Also, a proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds within the 33rd Ward 9008 Aldermanic Expense Account to meet the necessary obligations that have been or may be incurred during Year 2025, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 33.20 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. IRVING PARK RD.

[O2025-0015055]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 33.20 which restricted the issuance of additional package goods licenses on West Irving Park Road, from North Monticello Avenue to North Kimball Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

ALDERPERSON RAMIREZ-ROSA (35th Ward):

Referred -- EXEMPTION OF 593 AUTO FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0015274]

A proposed ordinance to exempt 593 Auto from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3632 West Fullerton Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AMENDMENT OF SECTION 17-3-0500 OF MUNICIPAL CODE TO DESIGNATE PORTION OF W. ARMITAGE AVE. AS PEDESTRIAN STREET.

[O2025-0015531]

Also, a proposed ordinance to amend Title 17, Chapter 3, Section 0500 of the Municipal Code of Chicago by modifying Section 17-3-0503-D to designate West Armitage Avenue, from North Pulaski Road to North Kostner Avenue (4000 -- 4400 West Armitage Avenue) as a pedestrian street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON VILLEGAS (36th Ward):

Referred -- AMENDMENT OF SECTION 2-92-412 OF MUNICIPAL CODE AUTHORIZING CHIEF PROCUREMENT OFFICER TO ALLOCATE PERCENTAGES OF CONTRACT BASE BIDS AS SPECIFIED FOR CONTRACTS OVER $100,000.

[O2025-0015565]

A proposed ordinance to amend Title 2, Chapter 92, Section 412 of the Municipal Code of Chicago to authorize the Chief Procurement Officer to allocate to any qualified bidder, on any contract with an estimated contract value of $100,000 or more, that is not a city-based business, a bid preference of 0.5 percent, 1 percent, or 1.5 percent of the contract base bid, up to 8 percent, for every 10 percent of the cost of the proposed work to be performed by an eligible subcontractor for whom a majority of their city resident employees are residents of a socio-economically disadvantaged area, which was *Referred to the Committee on Contracting Oversight and Equity.*

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Bogdan Popovych -- 2224 West Grand Avenue; and

[O2025-0015392]

SUSTAINABUILD LLC -- 805 North California Avenue/2756 -- 2758 West Chicago Avenue.

[O2025-0015390]

Presented By

**ALDERPERSON VILLEGAS (36th Ward),
ALDERPERSON TALIAFERRO (29th Ward),
ALDERPERSON CONWAY (34th Ward) And
ALDERPERSON MARTIN (47th Ward):**

Referred -- COMMISSIONER OF HUMAN RESOURCES DIRECTED TO REJECT OR DISQUALIFY ANY APPLICANT FOR CITY EMPLOYMENT WHO PARTICIPATED IN JANUARY 6TH RIOT AT U.S. CAPITOL.

[R2025-0015310]

A proposed resolution directing the Commissioner of Human Resources to reject or disqualify any applicant for City employment who participated in the January 6th riot at the United States Capitol due to engaging in any act or conduct prohibited under state or federal law, in accordance with the Salary Resolution, which was *Referred to the Committee on Workforce Development.*

Presented By

ALDERPERSON SPOSATO (38th Ward):

Referred -- AMENDMENT OF TRANSFER OF YEAR 2024 FUNDS WITHIN 38TH WARD WAGE ALLOWANCE/ALDERMANIC EXPENSE ACCOUNT.

[O2025-0015129]

A proposed ordinance amending an ordinance previously passed on January 15, 2025 authorizing and directing the City Comptroller to transfer Year 2024 funds within the 38th Ward 9008 Aldermanic Expense Account/0017 Wage Allowance, by striking: "$16,675" from the "From" column of Account Number 9008 and inserting: "$15,675" in lieu thereof; and by striking: "$16,675" from the "To" column of Account Number 0017 and inserting: "$15,675" in lieu thereof, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

ALDERPERSON VASQUEZ (40th Ward):

Referred -- AMENDMENT OF TITLES 3 AND 4 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 3-57 ESTABLISHING HEMP BEVERAGE TAX ON BEVERAGES THAT CONTAIN UP TO 80MG OF THC AND BY ADDING NEW ARTICLE II IN CHAPTER 4-4 REGARDING REGULATED AND PROHIBITED CANNABINOID HEMP PRODUCTS.

[O2025-0015569]

A proposed ordinance to amend Titles 3 and 4 of the Municipal Code of Chicago by adding a new Chapter 3-57 to be known as the "Chicago Hemp Beverage Tax Ordinance" for the purpose of imposing a tax on hemp beverages purchased in a sale at retail; such tax shall be $4.275 per gallon on hemp beverages containing 70 to 80 milligrams of THC per gallon, $3.74 per gallon on hemp beverages containing 60 to 70 milligrams of THC per gallon, $3.205 for hemp beverages containing 50 to 60 milligrams of THC per gallon, $2.67 per gallon for hemp beverages containing 40 to 50 milligrams of THC per gallon, and $2.135 for hemp beverages containing less than 40 milligrams of THC per gallon; to require that such tax will be paid by the purchaser and it shall be a violation for any retail owner to waive or absorb such tax; to require that retailers file a tax return attesting to the quantities of taxable hemp beverages in its possession and a report of the sales of hemp beverages to the Department of Finance; to exempt from the tax any hemp beverages: purchased by a passenger on an interstate carrier, subject to the Cannabis Tax or the Compassionate Use of Medical Cannabis Program Act, or that have been approved by the United States Food and Drug Administration

for medical purposes; to prohibit retailers of hemp beverages from purchasing from a person other than a wholesaler registered with the city and establishing a fine of not less than $100 nor more than $500 per beverage for violations; to require inspections by the Comptroller and the Commissioner of Business Affairs and Consumer Protection on the property, inventory, books and records of any wholesaler or retailer of hemp beverages and implementing a fine of not less than $300 nor more than $5,000 for hinderance or interference or other violations of the inspection; and to amend Chapter 4-4 by adding new Article II entitled "Cannabinoid Hemp Products" to prohibit the unlawful sale, exchange, barter, or concealment of any prohibited cannabinoid hemp product; to require labeling on each regulated product sold that shall conspicuously disclose the total amount of milligrams of THC contained in such product, a QR Code linking to a certificate of analysis containing the results of a test for potency, and shall not be designed to appeal to any persons under 21 years of age; to declare it unlawful to sell, offer for sale, exchange, barter or give away cannabinoid hemp products to any person under 21 years of age; and to establish fines for violation of not less than $200 nor more than $500 for each offense, excepting violations of prohibited and regulated products which may be not less than $2,000 nor more than $10,000 for each offense. Two committees having been called, the Committee on Finance and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules.*

Presented By

ALDERPERSON NAPOLITANO (41st Ward):

Referred -- TRANSFER OF YEAR 2025 FUNDS WITHIN 41ST WARD WAGE ALLOWANCE ACCOUNT.

[O2025-0015573]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds within the 41st Ward 0017 Wage Allowance Account to meet the necessary obligations that have been or may be incurred during Year 2025, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 8101 W. HIGGINS RD.

[Or2025-0015567]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 8101 West Higgins Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON NAPOLITANO (41st Ward)
And OTHERS:

Referred -- AMENDMENT OF CHAPTER 2-78 OF MUNICIPAL CODE BY DELETING DISCIPLINARY-RELATED RECOMMENDATION DUTIES FROM CIVILIAN OFFICE OF POLICE ACCOUNTABILITY.

[O2025-0015581]

A proposed ordinance, presented by Alderpersons Napolitano, Beale, Chico, Quinn, Lopez, Curtis, O'Shea, Tabares, Scott, Cardona, Waguespack, Villegas, Sposato, Lawson, Gardiner, and Silverstein, to amend Title 2, Chapter 78 of the Municipal Code of Chicago by modifying Section 2-78-110 to delete from the purpose of the Civilian Office of Police Accountability (COPA) the responsibility to make policy recommendations to improve the Chicago Police Department and reduce incidents of police misconduct; by modifying Section 2-78-120 by striking the entirety of subsections (l) and (m) from the powers and duties of COPA and the Chief Administrator which established the responsibility to recommend appropriate disciplinary or other remedial action against members of the Police Department found to be in violation of any applicable Police Department rules, and also to recommend revisions to the Police Department's policies, practices, collective bargaining agreements, programs and training in order to improve the Police Department; by striking the entirety of Section 2-78-130 which previously established the decision and recommendation duties and powers of COPA; and by modifying Sections 2-78-145 and 2-78-150 by striking mentions of recommendations by COPA as part of their responsibilities. Two committees having been called, the Committee on Police and Fire and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules.*

Presented By

ALDERPERSON NAPOLITANO (41st Ward)
And OTHERS:

Referred -- COMMISSIONER OF CULTURAL AFFAIRS AND SPECIAL EVENTS DIRECTED TO REINSTALL ALL PUBLIC ARTWORK REMOVED BY CHICAGO MONUMENTS PROJECT.

[Or2025-0015571]

A proposed order, presented by Alderpersons Napolitano, Hopkins, Quinn, Lopez, Tabares, Scott, Cardona, Villegas, Sposato, Reilly and Gardiner, directing the Commissioner of Cultural Affairs and Special Events to take all necessary acts to reinstall to original locations all statutes, monuments, or public artwork removed by the Chicago Monuments Project, which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation.*

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1 S. WACKER DR.
[Or2025-0015337]

A proposed order for the issuance of a permit to install a sign/signboard at 1 South Wacker Drive, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON LAWSON (44th Ward):

Referred -- TRANSFER OF YEAR 2025 FUNDS WITHIN 44TH WARD WAGE ALLOWANCE ACCOUNT.
[O2025-0015281]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds within the 44th Ward 0017 Wage Allowance Account to meet the necessary obligations that have been or may be incurred during Year 2025, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- EXEMPTION OF PIONEER PARKING, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.
[O2025-0015127]

Also, a proposed ordinance to exempt Pioneer Parking, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2909 North Sheridan Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF W. WELLINGTON AVE. AS "JOHN SASAKI WAY".

[O2025-0015004]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West Wellington Avenue, at North Broadway on the northwest corner, as "John Sasaki Way", which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON GARDINER (45th Ward):

Referred -- AMENDMENT TO LITTLE CREATIVE MINDS HIGGINS EXEMPTION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0015311]

A proposed ordinance to amend an ordinance previously passed on January 15, 2025, *Journal of the Proceedings of the City Council of the City of Chicago,* page 20250, which exempted Little Creative Minds Higgins from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5956 West Higgins Avenue, by striking: "5956 West Higgins Avenue" and inserting: "5025 North Austin Avenue" in lieu thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERPERSON MARTIN (47th Ward):

Referred -- AMENDMENT OF CHAPTER 2-152 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-152-165 PROHIBITING ANY CITY OFFICER GRANTED ACCESS TO SENSITIVE LOCATIONS FROM PARTICIPATING IN ANY EXTREMIST ACTIVITY.

[O2025-0015584]

A proposed ordinance to amend Title 2 of the Municipal Code of Chicago by adding a new Section 2-152-165 to restrict any City of Chicago officer, member of the Police Department, supervisory employee, or other employee whose position in City government grants them access to sensitive locations, buildings, infrastructure, systems, or information, from actively participating in any extremist activity to overthrow any federal, state, or local government of the United States by violence, or seeks to alter the form of these governments by unconstitutional or other unlawful means, which was *Referred to the Committee on Workforce Development.*

Presented By

**ALDERPERSON MARTIN (47th Ward),
ALDERPERSON O'SHEA (19th Ward),
ALDERPERSON NUGENT (39th Ward) And
ALDERPERSON HADDEN (49th Ward):**

Referred -- AMENDMENT OF CHAPTER 2-56 OF MUNICIPAL CODE TO MODIFY POWERS AND DUTIES OF OFFICE OF INSPECTOR GENERAL REGARDING ISSUANCE AND DEFENSE OF SUBPOENAS.

[O2025-0015583]

A proposed ordinance to amend Title 2, Chapter 56 of the Municipal Code of Chicago by modifying Section 2-56-020 to require the Inspector General to defend against subpoenas, to select outside counsel selected from a pool of no fewer than five firms previously approved by the Corporation Counsel, and to provide the Corporation Counsel of notice of selected firm engagement agreement; by modifying Section 2-56-050 allowing any person being investigated to receive personal representation as an individual; and further, by modifying Section 2-56-090 to declare that the duty of every elected or appointed officer, employee, department, and agency to cooperate with the Inspector General shall supersede any claim of privilege asserted by or on behalf of the City or its departments or agencies. Two committees having been called, the Committee on Ethics and Government Oversight and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules.*

Presented By

ALDERPERSON HADDEN (49th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY MODIFYING SUBSECTION 49.6 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. JARVIS AVE.

[O2025-0015527]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting the portion of subsection 6.144 which restricted the issuance of additional package goods licenses on West Jarvis Avenue, from North Greenview Avenue to North Ashland Avenue, which was *Referred to the Committee on License and Consumer Protection.*

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (January 15, 2025)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, January 15, 2025 at 10:00 A.M., signed by her as such City Clerk.

Alderperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

UNFINISHED BUSINESS.

Failed To Pass -- AMENDMENT OF SECTION 9-12-070 OF MUNICIPAL CODE TO ESTABLISH MAXIMUM SPEED LIMIT OF 25 MILES PER HOUR ON STREETS, 15 MILES PER HOUR IN ALLEYS AND ABSOLUTE STATUTORY NONURBAN LIMIT OF 55 MILES PER HOUR.

[SO2024-0010990]

On motion of Alderperson La Spata, the City Council took up for consideration the report of the Committee on Pedestrian and Traffic Safety, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 22, 2024, page 19099, recommending that the City Council pass the proposed ordinance printed on pages 19100 and 19101, to amend the Municipal Code of Chicago Section 9-12-070 by establishing a maximum speed limit of 25 miles per hour on streets, 15 miles per hour in alleys and absolute statutory nonurban limit of 55 miles per hour (O2024-0010990).

Alderperson La Spata presented a proposed substitute ordinance for the ordinance previously deferred and published and moved for acceptance thereof.

The Clerk called the roll and the motion to substitute *Prevailed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Robinson, Yancy, Hall, Ramirez, Gutiérrez, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Vasquez, Knudsen, Lawson, Martin, Manaa-Hoppenworth, Hadden -- 25.

Nays -- Alderpersons Dowell, Mitchell, Harris, Beale, Chico, Lee, Quinn, Coleman, Tabares, Scott, Burnett, Ervin, Taliaferro, Cruz, Cardona, Villegas, Mitts, Sposato, Nugent, Napolitano, Gardiner, Silverstein -- 22.

After debate, Alderperson La Spata moved for a passage of the proposed substitute ordinance.

The Clerk called the roll and the said proposed substitute ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Robinson, Hall, Ramirez, Gutiérrez, Curtis, Taylor, Rodríguez, Sigcho-Lopez, Fuentes, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 21.

Nays -- Alderpersons Hopkins, Dowell, Yancy, Mitchell, Harris, Beale, Chico, Lee, Quinn, Lopez, Coleman, Moore, O'Shea, Mosley, Tabares, Scott, Burnett, Ervin, Taliaferro, Cruz, Cardona, Villegas, Mitts, Sposato, Nugent, Napolitano, Gardiner, Silverstein -- 28.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

Said substitute ordinance, which failed to pass, reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 9-12-070 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

9-12-070 Speed Limits.

(a) As used in this section, "urban district" shall have the meaning ascribed to the term in Section 1-214 of the Illinois Vehicle Code, codified at 625 ILCS 5/1-214.

(b) ~~The~~ Except as otherwise provided in this section, the provisions of Section 11-601 of the Illinois Vehicle Code, codified at 625 ILCS 5/11-601, shall be applicable on all streets

within and under the jurisdiction of the ~~city~~ City. ~~The absolute statutory urban speed limit shall be 30 miles per hour in streets and 15 miles per hour in alleys. The absolute statutory nonurban speed limit shall be 55 miles per hour.~~ In accordance with Section 11-604 of the Illinois Vehicle Code, codified at 625 ILCS 5/11-604, and upon the basis of engineering and traffic investigations of the streets within urban districts under the jurisdiction of the City, the City has determined that the maximum speed limit prescribed in Section 11-601 of the Illinois Vehicle Code, codified at 625 ILCS 5/11-601, is greater than is reasonable or safe with respect to the conditions found to exist along the streets within urban districts under the jurisdiction of the City. The City Council hereby determines and declares that, unless some other speed restriction is established pursuant to subsection (c) of this section or by a speed regulation ordinance adopted prior to January 1, 2026, a reasonable and safe absolute maximum speed limit is: (1) 25 miles per hour on all streets within urban districts under the jurisdiction of the City; (2) 15 miles per hour in alleys under the jurisdiction of the City; and (3) 55 miles per hour on all and streets outside urban districts and under the jurisdiction of the City. In addition to any fines or other penalties provided by statute or by this Code, any person found operating a vehicle in excess of the limits stated herein shall be subject to a fine of not less than $200.00 nor more than $300.00 for the first offense, and not less than $300.00 nor more than $500.00 for the second offense, and not less than $500.00 nor more than $1,000.00 for the third and each subsequent offense within a given three-year period. A person violating this section shall also be subject to the community service requirements imposed by Section 1-4-120 of ~~the~~ this Code. A person whose violation of this section results in a fatality may be subject to the imposition of felony charges by the ~~state's attorney~~ State's Attorney.

~~(b)~~ (c) Where the ~~commissioner of transportation~~ Commissioner has determined on the basis of an engineering or traffic investigation that the ~~statutory~~ speed limits established in subsection (b) of this section are greater or less than is reasonable or safe with respect to the conditions found to exist along any part of any ~~roadway~~ street, the ~~urban speed limits~~ speed limit may be increased, but not in excess of 55 miles per hour within an urban district, ~~and~~ or may be ~~diminished~~ decreased, but not to less than 20 miles per hour within an urban district~~, and the nonurban speed limit may be diminished, but not to~~ or less than 35 miles per hour outside an urban district, when such determination is approved by an ordinance of the ~~city council~~ City Council. ~~Such ordinance altering speed limits~~

(d) A speed limit established pursuant to subsection (b) or (c) of this section shall be enforceable when appropriate signs giving notice of the limit are erected at the proper places along the affected ~~roadway or highway~~ street or part thereof.

SECTION 2. After passage and publication, this ordinance shall take effect January 1, 2026.

MISCELLANEOUS BUSINESS.

At this point in the proceedings, Alderperson Beale informed the City Council of his intent, pursuant to notice filed with the Office of the City Clerk under Rule 41 of the City Council's Rules of Order and Procedure, to discharge the Committee on Committees and Rules from further consideration of resolution R2024-0011013 and to call for a vote on the matter at the February 19, 2025 meeting of the City Council.

After debate on the matter, Alderperson Beale withdrew his request to discharge.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

Carol Moseley Braun, former United States Senator and United States Ambassador to New Zealand;

guests in support of resolutions honoring Black History Month and National Reparations Awareness Day: Dr. Marlon Everett, Chicago Park District; from the Conrad Worrill Community Reparations Commission (CWCRC): Vetress Boyce, President; La Kisha Latham, Vice President and Treasurer; Vanessa Kimball, Secretary; Simyra Campbell, Communications; from the National Coalition of Blacks for Reparations in America (N'COBRA) Chicago Chapter: Miranda Alexandria, Co-Chair; Brother Darrell Heard, Co-Chair; Kamm Howard, Executive Director and Founder of Reparations United; and Dr. Jeffrey Trask, professor, University of Illinois at Urbana-Champaign, Executive Director and founder of Reparation Coalition, State of Illinois African Descent-Citizens, and Reparations Commission;

guests in support of resolution honoring Larry Huggins: Larry Huggins; accompanied by family members: Dr. Robin Ferguson, significant other; Erika Huggins, daughter; Jalyn Huggins, granddaughter; Jas Huggins, grandson; Anthony Huggins, brother; LaToiya Huggins, daughter; Maya Huggins, daughter; Alexia Huggins, niece; Alea Huggins, niece; Christmas in the Ward (CITW) board members: Mark Rand, Midway Wholesalers; Sarah Glavin, Amazon; Donovan Pepper, Walgreens; Tom Ricketts, Chicago Cubs; Cory Foster, ComEd; and Tim Lefevour, SMG;

guests attending from the Transfemicide Working Group: Jillian Leslie; Reyna Matoaka Ortiz, Program Director, Taskforce Chicago; Zahara Bassett, President and Chief Executive Officer, Life is Work; Channyn Lynn Parker, Chief Executive Officer, Brave Space Alliance; Silas Leslie, Advocacy and Community Engagement Manager, Chicago Therapy Collective; from Community Safety: Maliyah Arnold and Starr De Los Santos; from Health and Human Services: Miguel Blancarte, Jr., Vic Wynter; and Donald Bell.

Time Fixed For Next Succeeding Regular Meeting.

[O2025-0015621]

By unanimous consent, Alderperson Mitchell presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, February 26, 2025, beginning at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, 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.

Adjournment.

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, February 26, 2025, at 10:00 A.M., in the Council Chamber in City Hall.

Andrea M. Valencia

ANDREA M. VALENCIA,
City Clerk.