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COPY



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

Regular Meeting -- Wednesday, May 21, 2025

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME II

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

Continued from Volume I
on page 28222

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

EXECUTION OF NEIGHBORHOOD OPPORTUNITY FUND REDEVELOPMENT AGREEMENT WITH MAAFA REDEMPTION PROJECT, INC. FOR CONVERSION OF CHURCH INTERIOR AT 4241 W. WASHINGTON BLVD. TO MAAFA CENTER FOR ARTS AND ACTIVISM.

[O2025-0015992]

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

CHICAGO, May 21, 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 redevelopment agreement with MAAFA Redemption Project, Inc. to provide neighborhood opportunity funds for interior conversion of a church located at 4241 West Washington Boulevard to the MAAFA Center for Arts and Activism in the 28th Ward (O2025-0015992), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

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

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, Chapter 16-14-010, et seq., of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to: (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner of Planning and Development (the "Commissioner") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to: (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, The Department of Planning and Development ("DPD") has determined that the applicant named in Exhibit A attached hereto (the "Grantee") meets the requirements of

the NOF Ordinance and is eligible to receive a NOF grant for the project described in Exhibit A, in the amount and under the terms and conditions set forth in Exhibit A (the "Grant"); and

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

SECTION 3. NOF proceeds in the amount set forth in Exhibit A are hereby appropriated for the purposes described herein.

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

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Neighborhood Opportunity Fund Redevelopment Agreement.

This Neighborhood Opportunity Fund ("NOF") Redevelopment Agreement (this "Agreement") is made as of the Closing Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Closing Date (preamble)	[]
Developer (preamble)	MAAFA Redemption Project Inc., an Illinois not-for-profit corporation
Project	The MAAFA Center for Arts & Activism (The "MAC") will be a safe and secure space in West Garfield Park, allowing for individual and communal healing and empowerment. After renovation, the building will meet the identified need for community-based arts, education, organization, and neighborhood activation. Its inter-generational arts-programming will nurture and amplify the artistic genius of neighborhood residents, cultivating a sense of communal pride, efficacy, and renewal. The existing buildings will have new life breathed into them with investments in infrastructure and sustainability; life safety and accessibility provisions; and exterior envelope repairs. The building will continue to be the heart and headquarters of the MAAFA Redemption Project, a faith-based residential institute for Black and Brown young men. The center sits on the campus of New Mount Pilgrim Missionary Baptist an anchor institution in West Garfield Park and an internationally recognized congregation.
Ordinance Date (Recitals)	[]
Commencement Date (3.01)	[]
Completion Date (3.01)	[]
Estimated Project Cost (4.01)	\$5,975,000
Base Grant	\$2,050,000
Local Residency Bonus (4.05(b))	\$250,000
Local Hiring Funds (4.05(a))	\$75,000
NOF Funds (Definitions)	\$2,375,000

Term (Agreement Section where first used)	Definition														
Funding Sources (4.01)	<table border="1" data-bbox="719 449 1382 705"> <thead> <tr> <th data-bbox="719 449 1146 483">Funding Source</th> <th data-bbox="1146 449 1382 483">Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="719 483 1146 516">Illinois DCEO Grant</td> <td data-bbox="1146 483 1382 516">\$2,800,000</td> </tr> <tr> <td data-bbox="719 516 1146 550">Chicago Prize</td> <td data-bbox="1146 516 1382 550">\$450,000</td> </tr> <tr> <td data-bbox="719 550 1146 583">NOF Funds</td> <td data-bbox="1146 550 1382 583">\$2,375,000</td> </tr> <tr> <td data-bbox="719 583 1146 617">Chicago Climate Infrastructure Grant</td> <td data-bbox="1146 583 1382 617">\$250,000</td> </tr> <tr> <td data-bbox="719 617 1146 651">Private Philanthropy</td> <td data-bbox="1146 617 1382 651">\$100,000</td> </tr> <tr> <td data-bbox="719 651 1146 705">TOTAL</td> <td data-bbox="1146 651 1382 705">\$5,975,000</td> </tr> </tbody> </table>	Funding Source	Amount	Illinois DCEO Grant	\$2,800,000	Chicago Prize	\$450,000	NOF Funds	\$2,375,000	Chicago Climate Infrastructure Grant	\$250,000	Private Philanthropy	\$100,000	TOTAL	\$5,975,000
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TOTAL	\$5,975,000														
Trade Names (5.05)	N/A														
Certificate Deadline (6.05)	The third anniversary of the closing date .														
Permitted Liens (12)	[TITLE OF MORTGAGE] in favor of [LENDER NAME] dated as of [DATE OF MORTGAGE] and filed on [FILING DATE] with the Recorder’s Office of Cook County as document number [DOCUMENT NUMBER]; and those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.														

Term (Agreement Section where first used)	Definition
Notice Addresses (13.14)	<p><u>If to the Developer:</u> MAAFA Redemption Project Inc. 22 N Kildare Ave. Chicago, IL 60624 <u>Attention:</u> Marshall Hatch</p> <p>with a copy to</p> <p>[NAME OF DEVELOPER'S LAW FIRM] [ADDRESS OF DEVELOPER'S LAW FIRM] <u>Attention:</u> [NAME OF DEVELOPER'S COUNSEL]</p> <p><u>If to the City:</u> City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 <u>Attention:</u> Commissioner</p> <p>with a copy to</p> <p>City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> Finance and Economic Development Division</p>

Developer Signature Page to NOF Redevelopment Agreement

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

MAAFA REDEMPTION PROJECT INC.,
an Illinois not-for-profit corporation

By: _____
Name:
Title:

NOTARY CERTIFICATION

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 [manager] of MAAFA Redemption Project Inc., an Illinois not-for-profit corporation ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of the 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)

City Signature Page to NOF Redevelopment Agreement

CITY OF CHICAGO,
acting by and through its Department of Planning and Development

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

NOTARY CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument, pursuant to the authority given to her by City, as her free and voluntary act and as the free and voluntary act of 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. Municipal Code Authority. The City is authorized under Chapter 16-14 (the "NOF Ordinance") of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code") to finance private projects meeting the criteria described in the NOF Ordinance.

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

D. City Financing. The City agrees to use NOF Funds, in the amounts set forth in the table headed "Project Information", to pay for or reimburse the Developer for the costs pursuant to the terms and conditions 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 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 E to this Agreement.

"Capital Grant" shall mean the aggregate amount of Base Grant and Local Residency Bonus, not to exceed \$2.5 million.

"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 on page 2 of this Agreement.

"Compliance Period" shall mean that period beginning on the date of the issuance of the Certificate until the third anniversary of such date.

"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.

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

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

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

"Event of Default" shall have the meaning set forth in Section 11 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 6.01 hereof.

"IEPA" shall mean the Illinois Environmental Protection Agency.

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

"Local Hiring" shall mean hiring no less than two employees that satisfy the conditions set forth in Section 4.05(a).

"Local Residency" shall mean (a) if the Developer is an individual, the Developer maintains their primary residence in a Qualified Investment Area, and (b) if the Developer is a legal entity, the individuals who collectively own, directly or indirectly, a majority of the ownership interests in the Developer each maintain their primary residence in a Qualified Investment Area.

"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 F hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

"NFR Letter" shall mean a "no further remediation" letter issued by IEPA pursuant to the Site Remediation Program.

"NOF" shall have the meaning set forth in the in the first paragraph of this Agreement.

"NOF Funds" shall mean the funds derived from NOF and payable under this Agreement, which is the aggregate amount of Base Grant, Local Residency Bonus and Local Hiring Funds.

"NOF-Funded Improvements" shall mean those improvements of the Project which qualify as NOF Eligible Costs and the City has agreed to pay for out of NOF Funds, subject to the terms of this Agreement.

"NOF Eligible Cost(s)" shall have the meaning given such term in the NOF Ordinance.

"NOF Ordinance" shall have the meaning set forth in the Recitals.

"Occupancy Covenant" shall have the meaning set forth in Section 7.05 hereof.

"Operations Covenant" shall have the meaning set forth in Section 7.04 hereof.

"Project Budget" shall mean the budget attached hereto as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 4.01 hereof.

"Property" shall mean the real property described on Exhibit A.

"Qualified Investment Area" or "QIA" shall have the meaning given such term in the NOF Ordinance.

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit D, to be delivered by Developer to DPD pursuant to Section 4.06 of this Agreement.

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

"Site Remediation Program" shall mean the program for the environmental remediation of the Property undertaken by the Developer and overseen by the IEPA, upon completion of which (to the satisfaction of the IEPA) the IEPA shall issue an NFR Letter with respect to the Property to the Developer.

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

"Sustainable Development Policy" shall mean the Chicago Sustainable Development Policy for the Project in effect as of the date of Developer's initial application for the NOF Funds.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the third anniversary of the date the Certificate is issued.

"Title Company" shall mean [Name of Title Company].

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

"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; Funding Sources.** Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than the Estimated Project Cost. The Developer hereby certifies to the City that (a) the Funding Sources shall be sufficient to complete the Project, and (b) the Project Budget and Funding Sources are true, correct, and complete in all material respects.

3.03 Scope Drawings, Plans and Specifications. Developer has delivered the Scope Drawings, Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings, Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.06 hereof. The Scope Drawings, Plans and Specifications shall at all times conform to all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

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

3.05 Other Approvals. Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.02 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.06 Change Orders. Except as provided below in this Section 3.06, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of Developer Space by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Developer Space to a use other than the Project; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.07 Survey Updates. On the Completion Date, the Developer shall provide an updated Survey if the Project added new improvements to the Property.

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

SECTION 4. PROJECT FINANCING

4.01 Estimated Project Cost. The cost of the Project is estimated to be \$5,975,000 to be applied in the manner set forth in the Project Budget.

4.02 NOF Funds. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the NOF Funds to pay for or reimburse the Developer for the costs of the NOF-Funded Improvements; provided, however, that the total amount of NOF Funds expended will be reduced on a pro rata share basis if the Final Project Cost is less than \$5,975,000.

4.03 Uses of NOF Funds. NOF Funds may only be used to pay directly or reimburse Developer for costs of NOF-Funded Improvements. Exhibit B sets forth, by line item, the Project Budget for the Project, and the maximum amount of costs that may be paid by or reimbursed from NOF Funds for each line item therein (subject to the conditions described in this Agreement), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as an NOF Eligible Cost.

4.04 Distribution of NOF Funds.

Escrow Agreement alternative: If the Grantee has elected to receive the Capital Grant via progress payments (escrow), then subject to the conditions described in Section 4.02 and Section 4.03, and except for Local Hiring Funds described in Section 4.05, the City shall disburse the Capital Grant in installments as described in the Escrow Agreement.

No Escrow Agreement alternative: If the Grantee has not elected to receive the Capital Grant via progress payments (escrow), then subject to the conditions described in Section 4.02 and Section 4.03, and except for Local Hiring Funds described in Section 4.05, the City shall pay 100% of Capital Grant at the issuance of the Certificate.

4.05 (a) Local Hiring Funds. Subject to the terms of the Agreement, the City hereby agrees to provide \$75,000 in additional funds, exclusive of the Base Grant, to reimburse wage expenses or training costs associated with hiring at least two or more new employees who maintain their primary residence in the QIA. These funds are disbursed following the issuance of the Certificate, for eligible costs incurred no earlier than three months prior to, and no later than 12 months following, receipt of the Certificate. Local Hiring Funds being provided hereunder are being granted on a conditional basis, subject to Developer's compliance with the provisions of this agreement and conditions set forth in Section 7.06 hereof.

To receive the Local Hiring Funds, Developer shall have hired two or more employees after the date of this Agreement, each of whom:

- i) Is not a member of Developer's family by blood or marriage, or a person dwelling at the Developer's primary residency, or Developer themselves;
- ii) Has been continually employed for a minimum of 12 weeks;
- iii) Has maintained employee's primary residence in the Qualified Investment Area;
- iv) Has worked at least 20 hours per week and collectively at least 60 hours per week; and
- v) Has received at least minimum wage as defined by the City.

Developer must keep a separate record of wage expenses for the qualifying employees in an

organized file. Requests for reimbursement of NOF-Funded Improvements under this Section 4.05(a) can only be submitted once per calendar quarter. Developer must submit the following documents with their reimbursement requests:

- i) Employee Worksheet Form (attached in Exhibit D hereto) listing all new hires, their primary residences, their hourly wages, and their average weekly hours worked; and
- ii) Payroll ledgers and/or copies of pay stubs that verify hours worked, hourly wage, and address for employees.

(b) Local Residency Bonus. The Local Residency Bonus is a bonus of up to 25% of the total project cost, but not to exceed a total of \$250,000, inclusive of the \$2.5 million Capital Grant limit and will be provided if the Developer satisfied the following requirements at the time of application submittal and at Project completion. The Local Residency Bonus will be funded by the City according to Section 4.04 at the issuance of the Certificate. To receive the Local Residency Bonus, the Developer must demonstrate Local Residency by providing at least two of the following four documents as proof of residency for each of the required individuals:

- i) Copy of the recorded lease or deed;
- ii) Driver's license or State ID;
- iii) Voter's registration card; or
- iv) Utility bill dated within the last 90 days

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of Capital Grant as described in Sections 4.04 and 4.05, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.07 Preconditions of Disbursement. Prior to disbursement of NOF Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.08 Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit H hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than City-Funded Improvements shall not be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer.

4.09 Cost Overruns. If the aggregate cost of NOF-Funded Improvements exceeds NOF Funds available pursuant to Section 4.02 hereof, or if the cost of completing the Project exceeds the Estimated Project Cost, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the Project.

4.10 Conditional Grant. NOF Funds being provided hereunder are being granted on a conditional basis, subject to the Developer’s compliance with the provisions of this Agreement. The NOF Funds are subject to being reimbursed as provided in Section 11.02.

SECTION 5. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

5.01 Project Budget. DPD must have approved the Project Budget.

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing to complete the Project.

5.04 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured in at least the amount of NOF Funds, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition acceptable to the City in its sole discretion.

5.05 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name and any Trade Names as follows:

- | | |
|-------------------------------------|-------------------------------|
| Secretary of State | UCC search |
| Secretary of State | Federal tax search |
| Cook County Recorder | UCC/Fixture search |
| Cook County Recorder | Federal tax search |
| Cook County Recorder | State tax search |
| Cook County Recorder | Memoranda of judgments search |
| U.S. District Court | Pending suits and judgments |
| Clerk of Circuit Court, Cook County | Pending suits and judgments |

5.06 Environmental. Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audit(s). If applicable based on results of the phase II environmental audit, the Developer shall provide the City with a final comprehensive (if applicable) NFR Letter with respect to the Property, signed by the IEPA upon issuance thereof.

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

5.08 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

5.09 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit C hereto, or Accord Form 27 certificates evidencing the required coverages.

5.10 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

5.11 Surveys. Developer shall provide the City with a copy of the Survey(s).

SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION

6.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

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

- Evidence certified to and acceptable to DPD of the Final Project Cost. As described in Section 4.02, the Capital Grant will be reduced on a pro rata basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred NOF Eligible Costs in an equal amount to, or greater than, the NOF Funds;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- Evidence acceptable to DPD in the form of a closeout letter from the Department of Housing's Bureau of Construction and Compliance stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

6.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 7.02, 7.04, and 7.05 as covenants that run with the land will bind any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee under Section 7.01(i) of this Agreement.

6.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have, but will not be limited to, any of the following rights and remedies, subject in each case to Section 11 hereof:

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

(c) the right to seek reimbursement of the previously disbursed NOF Funds from the Developer.

6.04 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.

6.05 Failure to Obtain Certificate. If the Developer has not received the Certificate by the Certificate Deadline, the City shall have the right to terminate the Agreement and cancel any future payments.

SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

7.01 General. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of NOF Funds hereunder that:

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

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

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

(d) during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein, free and clear of all liens except for the Permitted Liens and such other matters as DPD may consent to in writing;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

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

ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(j) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except lender financing as disclosed to the City; and

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

7.02 **Covenant to Redevelop.** Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

7.03 **Use of NOF Funds.** NOF Funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for NOF-Funded Improvements as provided in this Agreement.

7.04 **Operations Covenant.** The Developer hereby covenants and agrees, throughout the Compliance Period, to maintain its operations at the Project (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

7.05 **Occupancy Covenant.** The Developer hereby covenants and agrees, throughout the Compliance Period, to maintain that not less than seventy-five percent (75%) of the Project shall remain 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.

7.06 [Intentionally omitted.]

7.07 **Annual Compliance Report.** Following the issuance of the Certificate, each year throughout the Term of the Agreement, the Developer shall submit to DPD by June 30th the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding calendar year. If this report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the report will constitute an event of default.

7.08 **Arms-Length Transactions.** Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of NOF Funds, directly or indirectly, in payment

for work done, services provided or materials supplied in connection with any NOF-Funded Improvement or other Project Costs, as applicable. Developer shall provide information with respect to any entity to receive NOF Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using NOF Funds, or otherwise), upon DPD's request, prior to any such disbursement.

7.09 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the NOF program, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

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

7.12 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

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

7.14 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County. If the Permitted Liens include any existing mortgages, such mortgagee must execute a subordination agreement acceptable to the City in its sole discretion.

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

7.16 Non-Governmental Charges. Except for the Permitted Liens, and subject to the next sentence, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

7.17 Governmental Charges.

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

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

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

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

7.18 Developer's Failure to Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs,

expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

7.19 FOIA and Local Records Act Compliance.

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

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

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

SECTION 8. MAINTAINING RECORDS AND RIGHT TO INSPECT

8.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 9. ENVIRONMENTAL MATTERS

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 10. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 11. DEFAULT AND REMEDIES

11.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 7 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement; or

(h) in the event the Developer relocates the business without the prior written consent of the City during the Term of the Agreement.

11.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, may suspend disbursement of NOF Funds and may seek reimbursement of NOF Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy.

11.03 Cure Period. In the event Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant.

SECTION 12. MORTGAGING OF THE PROJECT

The Permitted Liens are the only mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

Upon the request of a lender providing Lender Financing, the City shall agree to subordinate its interests under this Agreement to the mortgage of such lender pursuant to a written subordination agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

SECTION 13. GENERAL PROVISIONS

13.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 13.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days.

13.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

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

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

13.05 No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

13.06 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

13.07 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

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

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

13.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

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

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

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

13.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

13.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

13.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and

shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

13.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

13.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

[(Sub)Exhibits "G" and "H" referred to in this Neighborhood Opportunity Fund
Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this Neighborhood Opportunity
Fund Redevelopment Agreement read as follows:

(Sub)Exhibit "A".

(To Neighborhood Opportunity Fund Redevelopment Agreement)

Legal Description Of Property.

Lots 15, 16 and 17 in Block 35 in West Chicago Land Company's Subdivision in the south half of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

4241 West Washington Boulevard
Chicago, Illinois 60624.

Property Identification Number (PIN):

16-10-423-003-0000.

(Sub)Exhibit "B".
 (To Neighborhood Opportunity Fund Redevelopment Agreement)

Project Budget.

	Total Project	MBE/WBE	NOF - Eligible
Total Acquisition Costs	\$0		\$0
Hard Costs			
<i>Building Sitework</i>	\$392,408	\$392,408	\$392,408
<i>Substructure</i>	\$321,000	\$321,000	\$321,000
<i>Shell</i>	\$868,918	\$868,918	\$868,918
<i>Interiors</i>	\$513,100	\$513,100	\$513,100
<i>Services</i>	\$1,135,990	\$1,135,990	\$1,135,990
<i>FFE</i>	\$201,782		
<i>Special Construction & Demolition</i>	\$230,177	\$230,177	\$230,177
<i>Hard Cost Contingency</i>	\$385,917	\$385,917	
Total Hard Costs	\$4,049,292	\$3,847,510	\$3,461,593
<i>Percentage of Eligible Hard Costs</i>			85%
Soft Costs			
<i>Architecture & Engineering</i>	\$270,055	\$270,055	\$270,055
<i>Other Professional Services</i>	\$777,417		\$664,586
<i>Construction Management</i>	\$315,846		\$270,005
<i>Permits & Titles</i>	\$13,000		
<i>Construction Equipment, Rentals & Tools</i>	\$0		
<i>Developer Fee</i>	\$150,000		\$128,230
<i>Soft Cost Contingency</i>	\$104,524		
<i>General Conditions & Requirements</i>	\$192,622		\$164,666
<i>Overhead & Profit</i>	\$102,244		\$87,405
Total Soft Costs	\$1,925,708	\$270,055	\$1,584,946
Total	\$5,975,000	\$4,117,565	\$5,046,539

Project MBE Total at 26% \$1,070,567
 Project WBE Total at 6% \$247,054

(Sub)Exhibit "C".
(To Neighborhood Opportunity Fund Redevelopment Agreement)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to closing. Developer shall advise all insurers of the Agreement provisions regarding insurance.

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

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability.

Coverage must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

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

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".
(To Neighborhood Opportunity Fund Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of MAAFA Redemption Project, Inc., an Illinois not-for-profit corporation (the "Developer"), hereby certifies that with respect to that certain The MAAFA Center for Arts & Activism (the "MAC") Redevelopment Agreement between Developer and the City of Chicago dated _____, 202_ (the "Agreement"):

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

B. NOF Eligible Improvements for the Project, in the amount of \$ _____, have been made:

C. This paragraph C sets forth and is a true and complete statement of all costs of NOF Eligible Improvements for the Project reimbursed by the City to date:

\$ _____

D. Developer requests reimbursement for the following cost of NOF Eligible Improvements:

\$ _____

E. [Intentionally Omitted]

F. None of the costs referenced in paragraphs D and E above have been previously reimbursed by the City.

G. 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 Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

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

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement. The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer.

MAAFA Redemption Project, Inc.,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
____ day of _____.

Notary Public

My commission expires: _____

MAAFA Redemption Project, Inc.,
an Illinois not-for-profit corporation

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____.

Notary Public

My commission expires: _____

(Sub)Exhibit "E".
(To Neighborhood Opportunity Fund Redevelopment Agreement)

MAAFA Redemption Project, Inc.
Neighborhood Opportunity Fund Redevelopment Agreement

The MAAFA Center For Arts & Activism (The "MAC")

Dated as of [Insert Date]

[Insert Year] Annual Compliance Report

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), MAAFA Redemption Project, Inc. ("Developer") is committed to providing an annual compliance report.

Obligations under the Agreement during the [Insert Year] calendar year:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year:

- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.07 of the RDA, the Developer is required to maintain its operations at the Project.

- Compliance with the Occupancy Covenant (Section 7.05) -- Pursuant to Section 7.05 of the RDA, at least seventy-five percent (75%) of the Project has remained occupied, and otherwise open for business.
 - [Applicable only for 12 months following project completion] Compliance with Local Hiring Funds (Sections 4.05(a) and 7.06) -- Pursuant to Sections 4.05(a) and 7.06 of the RDA, Developer is required to maintain [Insert Local Hiring] and submit evidence of compliance to [prove local residency] or [verify that new employees reside in an eligible area and to prove up wage expenses paid]
 - Delivery of Financial Statements and unaudited financial statements (Section 7.11).
 - Delivery of updated insurance certificate (Section 7.12).
 - Provide evidence of payment of Non-Governmental Charges (Section 7.16).
 - Compliance with all executory provisions of the RDA.
- (b) Certify Developer's compliance or noncompliance with such obligations.
- The Project is in operation.
 - The Property is [Insert Percentage] occupied.
- (c) Attach evidence of such compliance or noncompliance.
- (d) Provide a report stating the number of jobs, if any, created as a result of the Project for this reporting period.
- (e) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related Agreements;
- Developer hereby certifies that the project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

MAAFA Redemption Project, Inc.

[Insert Date]

(Sub)Exhibit "F".
(To Neighborhood Opportunity Fund Redevelopment Agreement)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) 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 F Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to

agree, that for the Term of 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 (1) through (4) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

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

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

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

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

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall 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 Section 7.04. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 7.04, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

TRANSFER OF YEAR 2025 FUNDS WITHIN COMMITTEE ON ECONOMIC,
CAPITAL AND TECHNOLOGY DEVELOPMENT.

[O2025-0016667]

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

CHICAGO, May 21, 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 the Committee on Economic, Capital and Technology Development for Year 2025 (O2025-0016667), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago’s Comptroller is authorized and directed to make the following transfer of funds for the year 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
Personnel Services	0100	015/2255	0000	\$5,000

TO:

Purpose	Fund	Code/ Department	Account	Amount
Contractual Services	0100	015/2255	0100	\$5,000

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of the Committee on Economic, Capital and Technology Development during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

TRANSFER OF YEAR 2025 FUNDS WITHIN COMMITTEE ON HEALTH AND HUMAN RELATIONS.

[SO2025-0016660]

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

CHICAGO, May 21, 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 Health and Human Relations for Year 2025 (SO2025-0016660), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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
Contractual Services	0100	015/2277	0100	\$4,000

TO:

Purpose	Fund	Code/ Department	Account	Amount
Personnel Services	0000	015/2277	0000	\$4,000

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of the Committee on Health and Human Relations during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

TRANSFER OF YEAR 2025 FUNDS WITHIN COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

[O2025-0017187]

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

CHICAGO, May 21, 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 the Committee on Zoning, Landmarks and Building Standards for Year 2025 (O2025-0017187), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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
Contractual Services	0100	015/2275	0100	\$12,416.00

TO:

Purpose	Fund	Code/ Department	Account	Amount
Personnel Services	0100	015/2275	0000	\$12,416.00

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of the Committee on Zoning, Landmarks and Building Standards during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

TRANSFER OF YEAR 2025 FUNDS WITHIN 9TH WARD WAGE ALLOWANCE/
ALDERMANIC EXPENSE ACCOUNT.

[SO2025-0016402]

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

CHICAGO, May 21, 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 2025 (SO2025-0016402), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago’s Comptroller is authorized and directed to make the following transfer of funds for the year 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	015/2309	9008	\$15,000

TO:

Purpose	Fund	Code/ Department	Account	Amount
Wage Allowance	0100	015/2309	0017	\$15,000

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 9 during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

TRANSFER OF YEAR 2025 FUNDS WITHIN 23RD WARD WAGE ALLOWANCE/
ALDERMANIC EXPENSE ACCOUNT.

[SO2025-0016578]

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

CHICAGO, May 21, 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 23rd Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (SO2025-0016578), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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	015/2323	9008	\$2,818

TO:

Purpose	Fund	Code/ Department	Account	Amount
Wage Allowance	0100	015/2323	0017	\$2,818

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 23 during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

TRANSFER OF YEAR 2025 FUNDS WITHIN 26TH WARD WAGE ALLOWANCE/
ALDERMANIC EXPENSE ACCOUNT.

[O2025-0016129]

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

CHICAGO, May 21, 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 (O2025-0016129), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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
Wage Allowance	0100	015/2005	0017	\$4,000	26

TO:

Purpose	Fund	Code/ Department	Account	Amount	Ward
Aldermanic Expense	0100	015/2005	9008	\$4,000	26

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 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.

[SO2025-0016982]

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

CHICAGO, May 21, 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 (SO2025-0016982), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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
Wage Allowance	0100	015/2329	0017	\$5,450

TO:

Purpose	Fund	Code/ Department	Account	Amount
Aldermanic Expense	0100	015/2329	9008	\$5,450

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 30TH WARD WAGE ALLOWANCE/
ALDERMANIC EXPENSE ACCOUNT.

[O2025-0016980]

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

CHICAGO, May 21, 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 30th Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (O2025-0016980), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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	015/2330	9008	\$45,000

TO:

Purpose	Fund	Code/ Department	Account	Amount
Wage Allowance	0100	015/2330	0017	\$45,000

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 30 during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

TRANSFER OF YEAR 2025 FUNDS WITHIN 31ST WARD WAGE ALLOWANCE/
ALDERMANIC EXPENSE ACCOUNT.

[O2025-0016084]

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

CHICAGO, May 21, 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 31st Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (O2025-0016084), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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	31

TO:

Purpose	Fund	Code/ Department	Account	Amount	Ward
Wage Allowance	0100	015/2005	0017	\$20,000	31

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 31 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 45TH WARD WAGE ALLOWANCE/
ALDERMANIC EXPENSE ACCOUNT.

[O2025-0016902]

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

CHICAGO, May 21, 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 45th Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (O2025-0016902), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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	015/2345	9008	\$20,000.00

TO:

Purpose	Fund	Code/ Department	Account	Amount
Wage Allowance	0100	015/2345	0017	\$20,000.00

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of Ward 45 during said year.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

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

Chair Villegas began his series of reports by stating that Items 1 through 12 on the Committee summary consisted of a series of Special Service Area appointments and reappointments. He then noted that three items on that summary had contained incorrect dates as submitted to the Committee, and that those dates had been corrected in Committee, with those corrections shown as follows:

SA2025-0016679 -- The appointment of Gabriel Sanchez as a member of SSA No. 24, the Clark Street Commission, for a term expiring January 15, 2028.

SA2025-0016688 -- The appointment of Savas Er as a member of SSA No. 76-2024, for a term expiring on the earlier of (i) February 19, 2028; or (ii) upon the termination of the time period for which the levy of the Special Services Tax is authorized.

SA2025-0016690 -- The appointment of Stephanie Knight Watson as a member of SSA No. 76-2024, for a term expiring on the earlier of (i) February 19, 2028; or (ii) upon the termination of the time period for which the levy of the Special Services Tax is authorized.

REAPPOINTMENT OF ELIZABETH B. FULD AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2025-0016671]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the reappointment of Elizabeth B. Fuld as a member of Special Service Area Number 18, the North Halsted Commission (A2025-0016671), introduced on April 16, 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 reappointment of Elizabeth B. Fuld as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF JAMES M. LUDWIG AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2025-0016673]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the reappointment of James M. Ludwig as a member of Special Service Area Number 18, the North Halsted Commission (A2025-0016673), introduced on April 16, 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 reappointment of James M. Ludwig as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF MICHAEL V. RAFFETY AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2025-0016674]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the reappointment of Michael V. Raffety as a member of Special Service Area Number 18, the North Halsted Commission (A2025-0016674), introduced on April 16, 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 reappointment of Michael V. Raffety as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF JENNI SMITH AS MEMBER OF HOWARD STREET COMMISSION (SPECIAL SERVICE AREA NO. 19).

[A2025-0016677]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the appointment of Jenni Smith as a member of Special Service Area Number 19, the Howard Street Commission (A2025-0016677), introduced on April 16, 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 Jenni Smith as a member of the Howard Street Commission (Special Service Area Number 19) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF GABRIEL SANCHEZ AS MEMBER OF CLARK STREET COMMISSION (SPECIAL SERVICE AREA NO. 24).⁽¹⁾

[SA2025-0016679]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the substitute appointment of Gabriel Sanchez as a member of Special Service Area Number 24, the Clark Street Commission (SA2025-0016679), introduced on April 16, 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 substitute appointment of Gabriel Sanchez as a member of the Clark Street Commission (Special Service Area Number 24) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

⁽¹⁾ Also see page 28282 of this *Journal*.

APPOINTMENT OF RAJAN SHAHI AS MEMBER OF BROADWAY COMMERCIAL DISTRICT COMMISSION (SPECIAL SERVICE AREA NO. 26).

[A2025-0016680]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the appointment of Rajan Shahi as a member of Special Service Area Number 26, the Broadway Commercial District Commission (A2025-0016680), introduced on April 16, 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 Rajan Shahi as a member of the Broadway Commercial District Commission (Special Service Area Number 26) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF PATRICIA A. HUTZEL AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2025-0016681]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the appointment of Patricia A. Hutzel as a member of Special Service Area Number 34, the Uptown Commission (A2025-0016681), introduced on April 16, 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 Patricia A. Hutzel as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

APPOINTMENT OF CLAUDE D. GIBSON AS MEMBER OF 71ST/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2025-0016683]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the appointment of Claude D. Gibson as a member of Special Service Area Number 42, the 71st/Stony Commission (A2025-0016683), introduced on April 16, 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 Claude D. Gibson as a member of the 71st/Stony Commission (Special Service Area Number 42) 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF PANAGIOTIS "PETE" VALAVANIS AS MEMBER OF
DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).

[A2025-0016684]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the reappointment of Panagiotis "Pete" Valavanis as a member of Special Service Area Number 43, the Devon Avenue Commission (A2025-0016684), introduced on April 16, 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 reappointment of Panagiotis "Pete" Valavanis as a member of the Devon Avenue Commission (Special Service Area Number 43) was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

REAPPOINTMENT OF KELLY A. SMITH AS MEMBER OF SAUGANASH COMMISSION (SPECIAL SERVICE AREA NO. 62).

[A2025-0016685]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the reappointment of Kelly A. Smith as a member of Special Service Area Number 62, the Sauganash Commission (A2025-0016685), introduced on April 16, 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 reappointment of Kelly A. Smith as a member of the Sauganash Commission (Special Service Area Number 62) 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF SAVAS ER AS MEMBER OF NORTH MICHIGAN ADVISORY COUNCIL COMMISSION (SPECIAL SERVICE AREA NO. 76-2024).⁽¹⁾

[SA2025-0016688]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the substitute appointment of Savas Er as a member of Special Service Area Number 76-2024, the North Michigan Advisory Council Commission (SA2025-0016688), introduced on April 16, 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 substitute appointment of Savas Er as a member of the North Michigan 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

⁽¹⁾ Also see page 28282 of this *Journal*.

APPOINTMENT OF STEPHANIE KNIGHT WATSON AS MEMBER OF NORTH MICHIGAN ADVISORY COUNCIL COMMISSION (SPECIAL SERVICE AREA NO. 76-2024).⁽¹⁾

[SA2025-0016690]

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

CHICAGO, May 15, 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 May 15, 2025, recommends *Approval* of the substitute appointment of Stephanie Knight Watson as a member of Special Service Area Number 76-2024, the North Michigan Advisory Council Commission (SA2025-0016690), introduced on April 16, 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 substitute appointment of Stephanie Knight Watson as a member of the North Michigan 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

⁽¹⁾ Also see page 28282 of this *Journal*.

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
2519 W. FULTON ST. AND 2520 W. LAKE ST.

[O2025-0016731]

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

CHICAGO, May 15, 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 May 15, 2025, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive for the property located at 2519 West Fulton Street and 2520 West Lake Street (O2025-0016731), which was introduced on April 16, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to report and 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time-to-time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, 2519 Fulton Owner LLC, a Delaware limited liability company intends to purchase certain real estate located generally at 2519 West Fulton Street, Chicago, Illinois 60612, and 2520 Lake Owner LLC, a Delaware limited liability company intends to purchase certain real estate located generally at 2520 West Lake Street, Chicago, Illinois 60612, as further described on Exhibit A hereto (collectively, the "Subject Property"); and

WHEREAS, 2519 Fulton Owner LLC and 2520 Lake Owner LLC (collectively, the "Applicant") or an affiliate entity of the Applicant will own the Subject Property; and

WHEREAS, The Applicant intends to construct a new 68,802-square-foot industrial facility, consisting of two buildings, on the Subject Property; and

WHEREAS, The redevelopment objectives of the City in connection with the Subject Property are to eliminate a vacant property and return the site to productive use and to create jobs once the project is completed; and

WHEREAS, The Applicant intends to lease the Subject Property to one or more to-be-named tenants who will use the Subject Property for uses allowed in Planned Manufacturing District Number 4, including, without limitation, light industrial, warehouse, distribution, and material production uses; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 4 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (ii) the Kinzie Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City),

and the purposes of Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, 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 (the "Commissioner") of the Department of Planning and Development ("DPD") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant, or any affiliate entity that may be formed to own the Subject Property, 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 6 through 22 in Block 3 together with the north half of vacated alley lying south of and adjoining Lots 6 through 11, both inclusive; also, the south half of the vacated alley lying north of and adjoining Lot 12, also, the west half of vacated alley lying east of and adjoining Lots 12 through 22, both inclusive; also that part of the west half of the north/south alley lying east of the east line of Lot 12 extended north to the centerline of the east/west alley lying north and adjoining said Lot 12, all in Block 3 of Davis Addition to Chicago in the east half of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; also, Lots Thirty-four (34), Thirty-five (35), Thirty-six (36) and Thirty-seven (37) in James Morgan's Subdivision of Block Five (5) in James Morgan's Subdivision of part of the east thirty-three and eighty-one one hundredths (33.81) acres of the southeast quarter of the southeast quarter of Section Twelve (12), Township Thirty-nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, north of the center of Washington Street, in Cook County, Illinois; also, Lot Thirty-two (32) in Block Three (3) in Davis Addition to Chicago, being a subdivision of the east $\frac{15}{16}$ of the south half of the north half of the southeast quarter of Section Twelve (12), Township Thirty-nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois; also, Lots 26 to 31 in Block 3 in Dams Addition to Chicago, being the east $\frac{15}{16}$ of the south half of the north half of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; also, that part of the north and south 16.30 feet alley lying south of the easterly extension of the north line of Lot 26 and north of the easterly extension of the south line of Lot 31 all in Block 3 in Davis Addition to Chicago aforesaid, in Cook County, Illinois; also, the east half of that part of the north and south 16.30-foot alley lying south of the easterly extension of the south line of Lot 31 and north of the easterly extension of the south line of Lot 32 all in Block 3 in Davis Addition to Chicago aforesaid, in Cook County, Illinois; also, that part of Lots 32 and 33, taken as a tract, lying westerly of the southerly extension of the east line of the 16.30-foot alley heretofore mentioned, excepting from each of said lots the southerly 10.0 feet thereof, all in the subdivision of Block 5 of James Morgan's Subdivision of that part of the east 33.81 acres of the southeast quarter of Section 12, Township 39 North, Range 13,

East of the Third Principal Meridian, lying north of the center of Washington Street, in Cook County, Illinois; also, Lots 23, 24 and 25 together with that part of the north and south 16.30 feet vacated alley lying south of the easterly extension of the north line of said Lot 23 and north of the easterly extension of the south line of said Lot 25 all in Block 3 in Davis Addition to Chicago, being the east $\frac{15}{16}$ of the south half of the north half of the southeast quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

2519 West Fulton Street; and
2520 West Lake Street
Chicago, Illinois 60612.

Permanent Tax Identification Numbers ("PINs"):

16-12-412-010-0000;

16-12-412-011-0000;

16-12-412-012-0000;

16-12-412-013-0000;

16-12-412-014-0000;

16-12-412-015-0000;

16-12-412-016-0000;

16-12-412-017-0000;

16-12-412-018-0000;

16-12-412-019-0000;

16-12-412-020-0000;

16-12-412-075-0000;

16-12-412-071-0000; and

16-12-412-064-0000.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement With 2519 Fulton Owner LLC
And 2520 Lake Owner LLC.*

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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Section 1 Recitals	Section 11 Mortgaging of the Project
Section 2 Definitions	Section 12 General Provisions
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Section 4 Conditions Precedent	Exhibit B MBE/WBE Budget
Section 5 Completion of Construction or Rehabilitation	Exhibit C Insurance Requirements
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PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2025
Developer (preamble)	2519 Fulton Owner LLC and 2520 Lake Owner LLC, each a Delaware limited liability company.
Project (3.01)	Demolition of existing facilities and construction of two new speculative light industrial buildings with approximately 60 parking spaces.
Ordinance Date (Recitals)	_____, 2025
Commencement Date (3.01)	July 31, 2025
Completion Date (3.01)	July 31, 2026
Facility (3.04)	The two light industrial buildings located on the Property comprising together approximately 68,802 square feet.
Minimum Project Investment (3.04)	\$18,829,485, see Project Budget.
Certificate Deadline (5.03)	THE DATE 2 YEARS AFTER THE ORDINANCE DATE
Notice Addresses (12.14)	<p>If to the Developer: 2519 Fulton Owner LLC and 2520 Lake Owner LLC, 3175 Commercial Avenue, Northbrook, Illinois 60062, Attention: Seth Halpern; with a copy to Katie Jahnke Dale, 444 West Lake Street, Suite 900, Chicago, Illinois 60606</p> <p>If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division</p>
Tax Incentive (Recitals)	The Class 6b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

Signature page to Redevelopment Agreement

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

2519 FULTON OWNER LLC

a Delaware limited liability company

By: _____

Name: Seth Halpern

Title: Authorized Officer

2520 LAKE OWNER LLC

a Delaware limited liability company

By: _____

Name: Seth Halpern

Title: Authorized Officer

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 Seth Halpern (the "Representative"), personally known to me to be the Authorized
 Officer of 2519 Fulton Owner LLC, a Delaware 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 the Representative signed, sealed, and delivered
 said instrument, pursuant to the authority given to the Representative by Developer, as the
 Representative's free and voluntary act and as the free and voluntary act of the 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 Seth Halpern (the "Representative"), personally known to me to be the Authorized
 Officer of 2520 Lake Owner LLC, a Delaware 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 the Representative signed, sealed, and delivered said
 instrument, pursuant to the authority given to the Representative by Developer, as the Representative's
 free and voluntary act and as the free and voluntary act of the 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 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 _____, 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, Developer must have provided the City with a copy of any existing lease with Tenant evidencing that Tenant has leased the Property. In addition, Developer agrees to provide any such lease that is executed subsequent to the Agreement Date to the City within thirty days of the execution of such lease.

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 20 full-time equivalent (minimum of 35 hours per week), permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, to be retained at the Facility for the Term of the Agreement. In addition, Developer aspires to create at least 256 full-time equivalent construction jobs within six (6) months of the Commencement Date, provided that failure to create construction jobs shall not be considered an Event of Default.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or the Facility.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

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

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

6.12 Inspector General. It is the duty of Developer and the duty of any bidder, proposer,

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

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

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

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

6.15 Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental

Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

6.16 FOIA and Local Records Act Compliance.

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

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

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

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 10. DEFAULT AND REMEDIES

10.01 **Events of Default.** The occurrence of any one or more of the following events, subject to the provisions of **Section 6** (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 **Remedies.** Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 **Cure Period.** (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from

the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

If a mortgagee succeeds to Developer's interest in the Property or any portion thereof by exercising remedies under such mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts a written assignment of Developer's interest under this Agreement, the City agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer under this Agreement.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

12.02 Entire Agreement. This Agreement (including each Exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto

and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

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

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

12.05 No Implied Waivers. No waiver by either party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either party in any case will, of itself, entitle that party to any further notice or demand in similar or other circumstances.

12.06 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

12.07 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

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

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

12.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

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

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

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

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

12.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

12.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

12.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter

involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

[(Sub)Exhibit "A" referred to in this Tax Incentive Classification Redevelopment Agreement with 2519 Fulton Owner LLC and 2520 Lake Owner LLC constitutes Exhibit "A" to ordinance and printed on pages 28298 and 28299 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with 2519 Fulton Owner LLC and 2520 Lake Owner LLC read as follows:

(Sub)Exhibit "B".
 (To Tax Incentive Classification Redevelopment Agreement
 With 2519 Fulton Owner LLC And 2520 Lake Owner LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$18,829,485
Hard Construction Costs:	\$ 5,664,044
M/WBE Targets:	
MBE	\$ 1,472,651.44 (26 percent)
WBE	\$ 339,842.64 (6 percent)
Total M/WBE Budget:	\$ 1,812,494.08

(Sub)Exhibit "C".
 (To Tax Incentive Classification Redevelopment Agreement
 With 2519 Fulton Owner LLC And 2520 Lake Owner LLC)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer shall advise all insurers of the Agreement provisions regarding insurance.

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

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

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

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".

(To Tax Incentive Classification Redevelopment Agreement
With 2519 Fulton Owner LLC And 2520 Lake Owner LLC)

Annual Compliance Report.

Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, _____ ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202_:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.
- Delivery of updated insurance certificate (Section 6.09).
- Provide evidence of payment of Non-Governmental Charges (Section 6.13).
- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

- The Project is in operation.

- The Property is [Insert Percentage] occupied.
- The Project has [Insert Number] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

(d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;

- Developer hereby certifies that the Project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

2519 Fulton Owner LLC

[Insert Date]

2520 Lake Owner LLC

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment Agreement
With 2519 Fulton Owner LLC And 2520 Lake Owner 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 OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT
838 PATTON DR.

[O2025-0015996]

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

CHICAGO, May 15, 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 May 15, 2025, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive for the property located at 838 Patton Drive (O2025-0015996), which was introduced on March 12, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to report and 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time-to-time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Aero Chicago II LLC, a Delaware limited liability company (the "Applicant") has a ground lease on certain real estate located generally at 838 Patton Drive ("O'Hare") Chicago, Illinois 60666, as further described on Exhibit A hereto (the "Subject Property"). The total area for the Subject Property site is approximately 447,892 square feet; and

WHEREAS, The Applicant has constructed a new 132,394-square-foot industrial facility on the Subject Property, which it has leased to Worldwide Flight Services ("Tenant"); and

WHEREAS, The redevelopment objectives of the City in connection with the Subject Property are to eliminate a vacant property and return the site to productive use and to create jobs once the project is completed; and

WHEREAS, It is intended that the Tenant will use the Subject Property for use as a warehouse and cargo transfer point; 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:

Commencing at the northwest corner of Lot 2 of Rosemont O'Hare, being a subdivision of part of the east half of the southeast quarter and part of the east half of the northeast quarter of Section 32, Township 41 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded October 10, 2006 as Document 0628327021, said

point being also the intersection of the southerly line of the Jane Adams Tollway (1-90) with the west line of the east half of the northeast quarter of said Section 32; thence south 00 degrees, 15 minutes, 53 seconds east on a bearing based on the Illinois State Plane Coordinate System, NAD '83 (2011), east zone, 263.07 feet; thence south 00 degrees, 20 minutes, 59 seconds east, 2,764.13 feet; thence north 89 degrees, 42 minutes, 17 seconds east, 173.78 feet; thence south 00 degrees, 16 minutes, 36 seconds east, 745.68 feet; thence south 89 degrees, 46 minutes, 51 seconds west, 1.58 feet to a point on a 48.42-foot radius curve concave northwesterly; thence southwesterly, 75.99 feet along said curve through a central angle of 89 degrees, 55 minutes, 11 seconds, the chord of said curve bears south 44 degrees, 44 minutes, 34 seconds west, 68.43 feet; thence south 89 degrees, 42 minutes, 17 seconds west, 1,468.37 feet; thence south 08 degrees, 50 minutes, 30 seconds east, 1.59 feet to a point on a 141.58-foot radius curve concave southeasterly; thence southwesterly, 102.45 feet along said curve through a central angle of 40 degrees, 28 minutes, 08 seconds, the chord of said curve bears south 60 degrees, 25 minutes, 46 seconds west, 100.23 feet; thence south 89 degrees, 42 minutes, 17 seconds west, 0.55 foot to the point of beginning; thence continuing south 89 degrees, 42 minutes, 17 seconds west, 222.17 feet; thence north 50 degrees, 47 minutes, 24 seconds west, 486.49 feet; thence south 39 degrees, 12 minutes, 36 seconds west, 602.67 feet to a point on an 84.00-foot radius curve concave easterly; thence southerly, 131.95 feet along said curve through a central angle of 90 degrees, 00 minutes, 00 seconds, the chord of said curve bears south 05 degrees, 47 minutes, 24 seconds east, 118.79 feet; thence south 50 degrees, 47 minutes, 24 seconds east, 359.89 feet to a point on a 175.00-foot radius curve concave northeasterly; thence southeasterly, 60.73 feet along said curve through a central angle of 19 degrees, 52 minutes, 57 seconds, the chord of said curve bears south 60 degrees, 43 minutes, 53 seconds east, 60.42 feet; thence north 39 degrees, 12 minutes, 20 seconds east, 26.50 feet; thence south 50 degrees, 47 minutes, 20 seconds east, 10.35 feet; thence north 89 degrees, 42 minutes, 17 seconds east, 186.85 feet; thence north 39 degrees, 12 minutes, 36 seconds east, 672.21 feet to the point of beginning, said parcel containing 447,892 square feet, or 10.282 acres, more or less.

Property Address:

838 Patton Drive
Chicago, Illinois 60666.

Permanent Tax Identification Numbers ("PINs"):

Portions of:

12-05-402-005-0000;

12-05-106-007-0000; and

12-08-100-006-0000.

Exhibit "B".
(To Ordinance)

Tax Incentive Classification Redevelopment Agreement With Aero Chicago II 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)	Aero Chicago II, LLC, a Delaware limited liability company ("Developer")
Project (3.01)	Developer presently has a 35-year ground lease for approximately 447,892 sq. ft. site located at 838 Patton Drive (O'Hare). Developer has constructed a new 132,394 sq. ft. industrial building and leases it to Worldwide Flight Services for use as a warehouse and cargo transfer point.
Ordinance Date (Recitals)	_____, 2025
Commencement Date (3.01)	July 19, 2021
Completion Date (3.01)	July 7, 2023
Facility (3.04)	The approximately 132,394 square foot industrial building located on the Property.
Minimum Project Investment (3.04)	\$ 47,300,000, see Project Budget
Certificate Deadline (5.03)	THE DATE 2 YEARS AFTER THE ORDINANCE DATE
Notice Addresses (12.14)	<p><u>If to the Developer:</u> Aero Chicago II, LLC, 201 West Street, Suite 200, Annapolis, MD 21401, ATTN: David Rose</p> <p><u>If to the City:</u> City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division</p>

Tax Incentive (Recitals)	The Class 6(b) tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.
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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.

AERO CHICAGO II, LLC, a Delaware limited liability company

By: _____
Name: David Rose
Title: Fund Manager

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 David Rose, personally known to me to be the Fund Manager of Aero Chicago II, LLC, a Delaware 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 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 _____, 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.

"Ground Lease" shall mean the 35-year Ground Lease between the City of Chicago Department of Aviation and Developer dated March 16, 2021 for the Property.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

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

"MBE/WBE Budget" shall mean the budget attached hereto as 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.

“Reimbursement Agreement” shall mean the agreement between the City of Chicago Department of Aviation and Developer dated December 30, 2021 (and as amended on December 18, 2024) for certain tenant infrastructure improvements at the Property.

“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 or Form 28 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 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, 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 250 full-time equivalent (minimum of 35 hours per week), construction jobs shall be created by Developer within sixty (60) days of the Completion Date; and not less than 175 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 425 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 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. Notwithstanding the foregoing, if there is a conflict with comparable terms in the Ground Lease and the applicable Reimbursement Agreement, such comparable terms will control.

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 Aero Chicago II LLC constitutes Exhibit "A" to ordinance and printed on pages 28331 and 28332 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with Aero Chicago II LLC read as follows:

(Sub)Exhibit "B".
 (To Tax Incentive Classification Redevelopment
 Agreement With Aero Chicago II LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$47,300,000
Hard Construction Costs:	\$43,000,000
M/WBE Targets:	
MBE	\$11,180,000 (26 percent)
WBE	\$ 2,580,000 (6 percent)
Total M/WBE Budget:	\$13,760,000

(Sub)Exhibit "C".
 (To Tax Incentive Classification Redevelopment
 Agreement With Aero Chicago II LLC)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer shall advise all insurers of the Agreement provisions regarding insurance.

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

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

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

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.

(Sub)Exhibit "D".

(To Tax Incentive Classification Redevelopment
Agreement With Aero Chicago II LLC)

Annual Compliance Report.

Agreement Dated As Of _____, 2025.

[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, Aero Chicago II 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.

Aero Chicago II LLC

By: _____

Its: _____

Date: _____

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment Agreement With Aero Chicago II 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.

COMMITTEE ON ETHICS AND GOVERNMENT OVERSIGHT.**APPOINTMENT OF PAUL BERKS AS MEMBER OF BOARD OF ETHICS.**

[A2025-0017190]

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Ethics and Government Oversight, for which a meeting was held on May 5, 2025, recommends the following appointment of Paul Berks as a member of the Board of Ethics (A2025-0017190), directly introduced on May 5, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
Chair.

On motion of Alderperson Martin, the committee's recommendation was *Concurred In* and the said proposed appointment of Paul Berks as a member of the Board of Ethics 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF CINDY MEDINA-CERVANTES AS MEMBER OF BOARD OF ETHICS.

[A2025-0017189]

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Ethics and Government Oversight, for which a meeting was held on May 5, 2025, recommends the following appointment of Cindy Medina-Cervantes as a member of the Board of Ethics (A2025-0017189), directly introduced on May 5, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

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

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
Chair.

On motion of Alderperson Martin, the committee's recommendation was *Concurred In* and the said proposed appointment of Cindy Medina-Cervantes as a member of the Board of Ethics 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

COMMITTEE ON HOUSING AND REAL ESTATE.**AMENDMENT OF SECTIONS 2-51-010 AND 2-51-050 OF MUNICIPAL CODE TO MODIFY ECONOMIC DISCLOSURE STATEMENT REQUIREMENTS FOR TEMPORARY OCCUPANCY AGREEMENTS OF CITY PROPERTY.**

[SO2024-0013054]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Fleet and Facility Management for the amendment of Municipal Code Sections 2-51-010 and 2-51-050 replacing need for economic disclosure statement requirements for temporary occupancy agreements of city property with form supplied by Commissioner of Fleet and Facility Management with disclosed facts as enumerated herein (SO2024-0013054), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

The recommendation was passed as substitute by the same roll call vote as was used to determine quorum in committee, with the exception of Alderperson Quinn.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- Alderperson Quinn -- 1.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-51-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-51-010 Definitions.

As used in this chapter, the following terms shall have the following meanings, unless the context indicates otherwise:

(Omitted text is not affected by this ordinance.)

“Department” means the Department of Fleet and Facility Management.

“Economic Disclosure Statements” means economic disclosure statements, affidavits, and pledges filed with the City by parties that seek a City action, as defined in Section 2-154-015, using the form document commonly referred to as “Economic Disclosure Statement and Affidavit” (or any successor to such form document), as amended, pursuant to, among other applicable laws and executive orders, Chapter 2-154, Section 2-92-325, Section 2-92-415, Section 2-92-585, and Section 5-24-020 of the Code.

“Environmental Requirements” means all local, state and federal environmental laws and regulations.

(Omitted text is not affected by this ordinance.)

“Safety-Enhancing Equipment” means motor vehicle equipment that has the potential to reduce traffic fatalities and injuries. The term “safety-enhancing equipment” includes but is not limited to lateral protective devices, crossover mirrors or convex mirrors, as these terms are defined in Section 2-92-597.

“Temporary Occupancy Agreement” means any lease, right-of-entry agreement or other document evidencing an agreement for the use and occupancy of real property, which may include terms providing for indemnification, for a term not to exceed 180 days.

SECTION 2. Section 2-51-050 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

2-51-050 Commissioner Of Fleet And Facility Management -- Powers And Duties -- Rulemaking.

(a) Duties And Responsibilities. The Commissioner of Fleet and Facility Management shall have the following duties and responsibilities:

(Omitted text is unaffected by this ordinance.)

(12) Subject to approval of the Corporation Counsel as to form and legality, and except as otherwise provided in this subsection, to negotiate and execute on behalf of the City any temporary occupancy agreement lease, right-of-entry agreement or other document evidencing an agreement for the use and occupancy of real property, which may include terms providing for indemnification, for a term not to exceed 30 days. Such initial agreement may be extended, renewed or continued for up to an additional 150 days. When a temporary occupancy agreement is entered into, the Commissioner shall notify the alderman of the ward in which the real property is located. Provided, however, that no extension, renewal, or continuation of such initial agreement shall extend beyond a totality of 180 days, unless: (1) the agreement is referred to the Chicago City Council for review and full disclosure as to all parties, particulars, events and justifications meriting such extension, renewal or continuation; and (2) the Chicago without City Council approves approval an extension, renewal or continuation of such agreement beyond a totality of 180 days. Provided further, that the Commissioner's power to negotiate and execute on behalf of the City any lease, right-of-entry agreement or other agreement for the use and occupancy of real property within the Chicago Riverwalk, including concession agreements for food, beverages, goods and services within the Chicago Riverwalk, shall be governed by Section 10-36-145. Notwithstanding any law or mayoral executive order to the contrary, a party that enters into a temporary occupancy agreement with the City pursuant to this subsection (a)(12) shall:

(A) not be required to provide to the City economic disclosure statements in connection with such agreement;

(B) be required to provide to the City the following information in a form prescribed by the Commissioner:

(i) a list of:

(a) the party's family members or relatives who are currently employed by the City; and

(b) elected City officials to whom the party, or any person hired by the party to perform work on the real property in connection with such agreement (for purposes of this section, any such person, a "contractor"), has provided income, compensation, or donations during the 12-month period preceding the date of the party's application to enter into the agreement, and the amount of the income, compensation, or donations given to each City official;

- (ii) a statement certifying that:
 - (a) no City official or City employee has a financial interest, as defined in Section 2-156-010, in the party or any contractor; and
 - (b) neither the party nor any contractor is delinquent in the payment of any fine, fee, tax, or other source of indebtedness owed to the City;

- (C) return the property to the City in the same condition as prior to occupancy at the conclusion of the agreement; and

- (D) be required to obtain proper permits for all activities on the property;

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect following due passage and approval.

SALE OF CITY-OWNED PROPERTY AT 6444 N. FRANCISCO AVE. TO
JD HOUSING LLC UNDER CHIBLOCKBUILDER PLATFORM FOR
CONSTRUCTION OF THREE-UNIT RESIDENTIAL BUILDING WITH GARAGE.
[O2025-0016720]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025, and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 6444 North Francisco Avenue to JD Housing LLC under ChiBlockBuilder platform for construction of three-unit residential building with garage (50th Ward) (O2025-0016720), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, 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 property identified on Exhibit A attached hereto (the "City Lot") for sale on the ChiBlockBuilder website for market rate development; and

WHEREAS, The Department accepted applications for the City Lot 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, 8, 15, 22 and 29, 2024 and May 6 and 13, 2024; and

WHEREAS, Eligible buyers of the City Lot 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 Lot 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 benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected the buyer identified on Exhibit A ("Buyer") for the project described on Exhibit A; and

WHEREAS, The names of all applicants for the 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 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 Buyer has agreed to purchase the City Lot 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 the City Lot in its "as is" condition to the Buyer identified on Exhibit A for the Purchase Price listed on Exhibit A. Sale is subject to the Buyer's satisfaction 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 28376 through 28381 of this *Journal*.]

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

Exhibit "A".

Legal Description, Buyer, Purchase Price And Project.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot.

The north half of Lot 3 in Block 4 in Devon Addition to Rogers Park, in the southeast quarter of the southwest quarter (except the west 15 acres) in Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6444 North Francisco Avenue
Chicago, Illinois 60645.

Permanent Index Number:

10-36-325-011-0000.

Buyer:

JD Housing LLC.

Ward/Community Area:

50th Ward/West Ridge.

TIF Area:

Not applicable.

Size/Zoning:

4,061 square feet/RT4.

Market Value ("as is"):

\$134,013.00.

Purchase Price:

\$140,000.00

Project Description:

Three-unit residential unit building with garage with three parking spaces.

Exhibit "B".

Competing Proposals.

1. John Cummins (JD Housing LLC): score 56, highly qualified, reasonable budget, good plans/designs and approved by the alderperson. Selected.
2. Wilson Ogbeide: score 4, incomplete application, no experience of any kind, unreasonably low budget, no plans/designs. Not selected.
3. Ingab Robins: score 34, no building/development experience, no site-specific plans. Not selected.
4. Alex Valenzuela: score -9, no building/development experience, no plans of any kind, unreasonably low budget. Not selected.

5. Kalistrate Kakhiani: score 56, good application but did not provide site-specific plans and the alderperson's office preferred JD Housing LLC's design styles. Not selected.

Exhibit "C".

Form Of Deed.

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(B); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$140,000, conveys and quitclaims all right, title and interest in the real property commonly known as 6444 North Francisco Avenue, Chicago, Illinois, 60645, and legally described and identified on (Sub) Exhibit A attached hereto ("City Lot"), pursuant to an ordinance adopted by the City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council* for such date at pages [_____] through [_____] to JD Housing LLC, an Illinois Limited Liability Company ("Buyer" or "Grantee"), having a principal residence or business address at 77 West Washington Street, Suite 1115, Chicago, Illinois 60602.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance company; (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 Three-Unit Residential Building With Garage With Three Parking Spaces. (the "Project"); Restriction on Conveyance. Buyer shall: (a) construct the Project on the City Lot 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 foregoing 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 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 Of Chicago Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 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 28370 and 28371 of this *Journal*.]

Exhibit "D".

Drawings.
(Page 1 of 6)

PROPOSED 3 STORY, 3 UNIT BUILDING
6444 N. FRANCISCO AVE. CHICAGO, ILLINOIS

SITE PLAN

PROPOSED 3 STORY, 3 UNIT BUILDING
6444 N. FRANCISCO AVE.
CHICAGO, ILLINOIS

S.R.T. ARCHITECTURE
181 W. GREEN AVE. SUITE 112
CHICAGO, ILLINOIS 60607

PROPOSED 3 STORY, 3 UNIT BUILDING
6444 N. FRANCISCO AVE.
CHICAGO, ILLINOIS

1-V

Exhibit "D".

Drawings.
(Page 2 of 6)

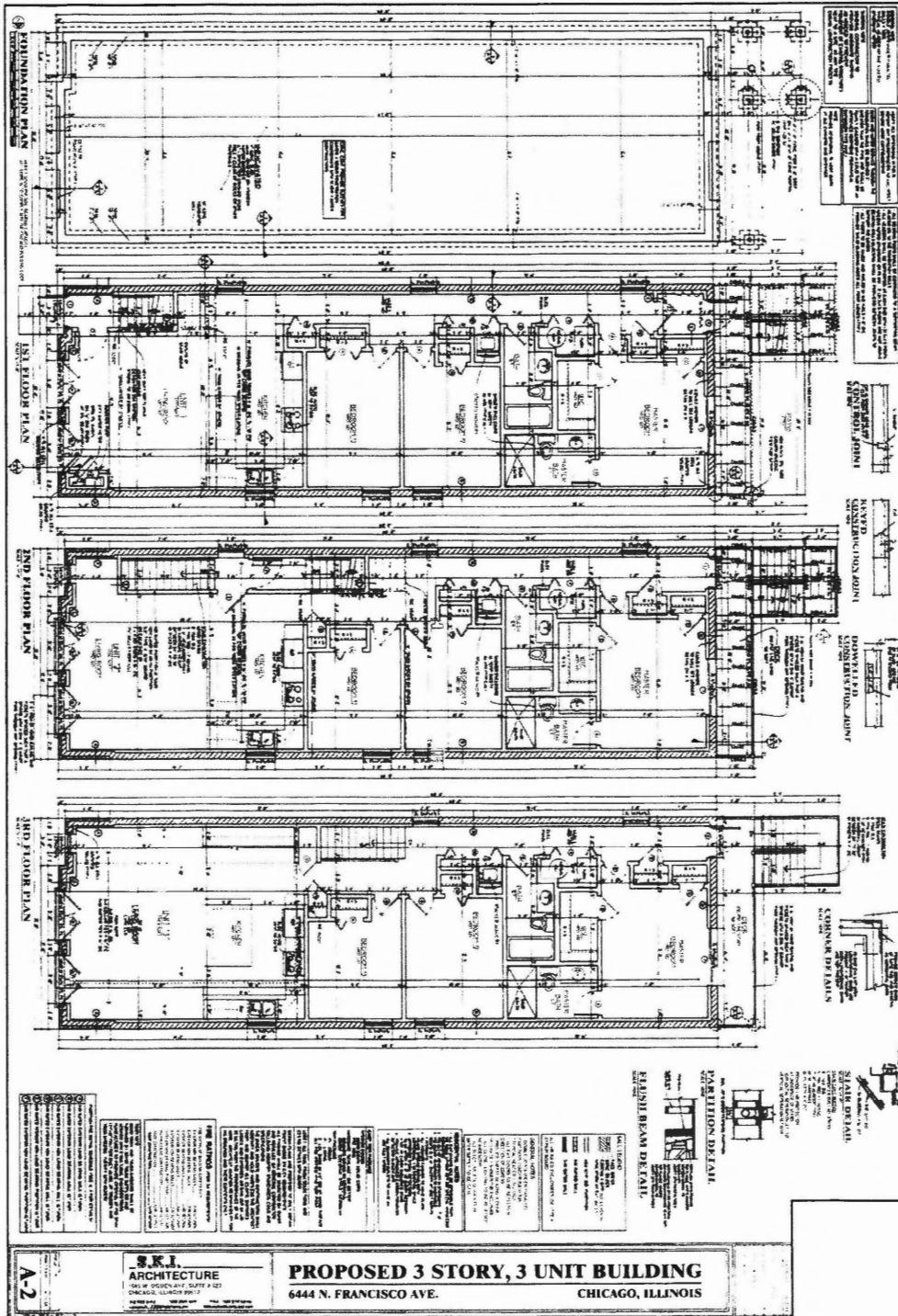


Exhibit "D".

Drawings.
(Page 3 of 6)

The drawing set includes several sheets of architectural plans:

- Top Left:** A floor plan showing a layout with rooms and structural elements. It includes a title block with the text: "PROPOSED 3 STORY, 3 UNIT BUILDING", "6444 N. FRANCISCO AVE.", "CHICAGO, ILLINOIS".
- Top Right:** A detailed section drawing labeled "JAMB DETAIL" showing a cross-section of a window or door frame with various materials and dimensions.
- Middle Left:** A section drawing labeled "PARTITION DETAIL" showing a vertical cross-section of a wall partition with structural details.
- Middle Right:** A section drawing labeled "PARTITION DETAIL" showing another vertical cross-section of a wall partition.
- Bottom Left:** A section drawing labeled "PARTITION DETAIL" showing a vertical cross-section of a wall partition.
- Bottom Middle:** A section drawing labeled "PARTITION DETAIL" showing a vertical cross-section of a wall partition.
- Bottom Right:** A section drawing labeled "PARTITION DETAIL" showing a vertical cross-section of a wall partition.

The drawings are detailed with dimensions, material specifications, and construction notes. The title block at the bottom right of the sheet contains the following information:

S.K.I. ARCHITECTURE
180 W. BOSTON AVE SUITE # 120
CHICAGO ILLINOIS 60604
TEL: 312.467.1111 FAX: 312.467.1112
WWW.SKIARCH.COM

PROPOSED 3 STORY, 3 UNIT BUILDING
6444 N. FRANCISCO AVE.
CHICAGO, ILLINOIS

Exhibit "D".

Drawings.
(Page 4 of 6)

The drawing set includes four elevations: North Elevation, South Elevation, East Elevation, and West Elevation. The North and South elevations show a three-story structure with a central entrance and multiple windows. The East and West elevations show the side profiles of the building, highlighting the roofline and window placements. A title block at the bottom contains the following information:

S.K.I. ARCHITECTURE		PROPOSED 3 STORY, 3 UNIT BUILDING	
5819 GREEN AVE. SUITE 112		6444 N. FRANCISCO AVE.	
CHICAGO, ILLINOIS 60630		CHICAGO, ILLINOIS	

Additional text in the title block includes: "ARCHITECT", "DATE: 05/21/2025", "SCALE: AS SHOWN", "PROJECT NO.: 2025-001", "SHEET NO.: 4 OF 6", and "DRAWN BY: J. SMITH".

Exhibit "D".

Drawings.
(Page 5 of 6)

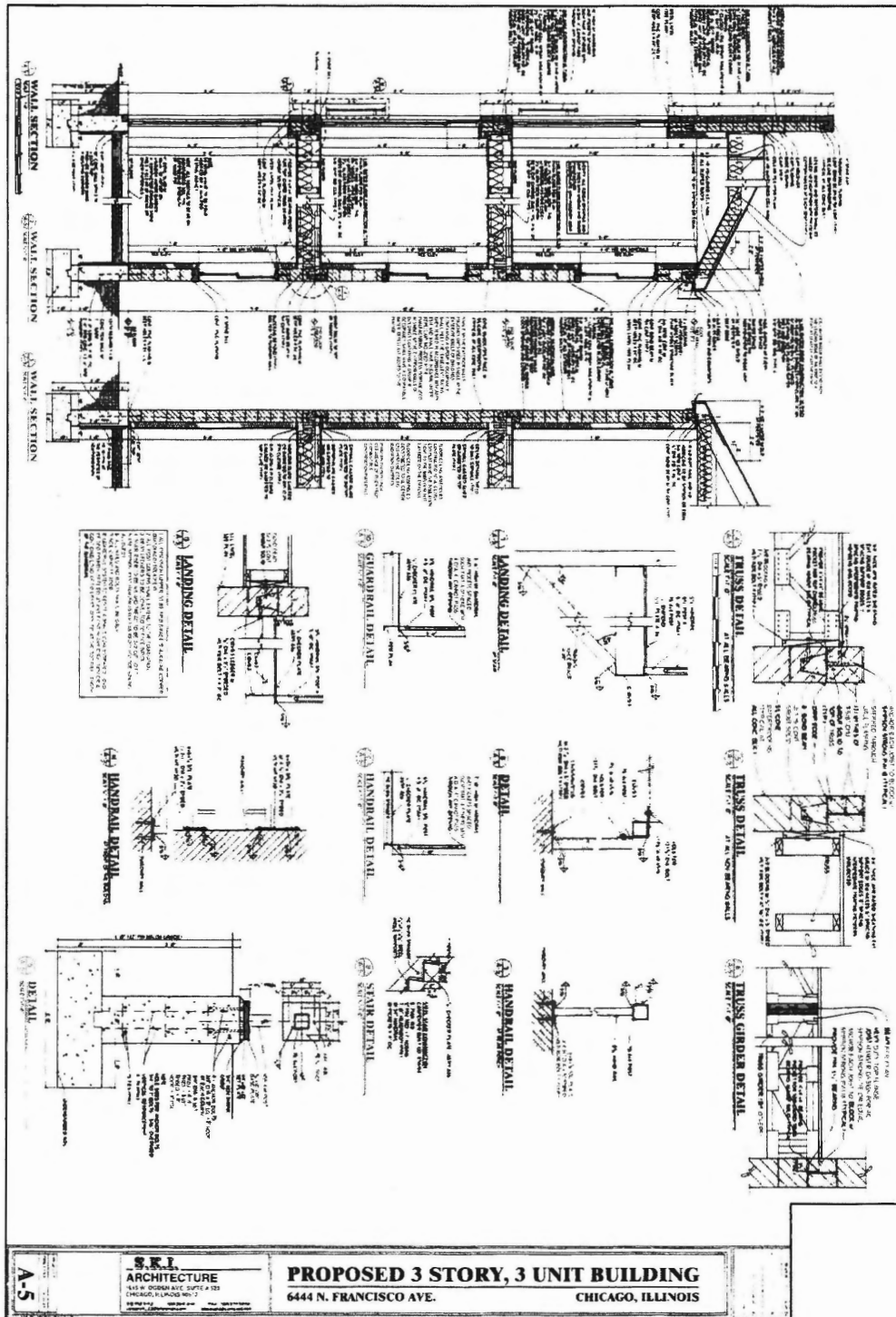


Exhibit "D".

Drawings.
(Page 6 of 6)

The drawing set includes the following views and details:

- WEST ELEVATION**: Shows the exterior facade of the building from the west side, featuring a gabled roof and a window.
- EAST ELEVATION**: Shows the exterior facade of the building from the east side, featuring a gabled roof and a window.
- NORTH ELEVATION**: Shows the exterior facade of the building from the north side, featuring a gabled roof and a window.
- SOUTH ELEVATION**: Shows the exterior facade of the building from the south side, featuring a gabled roof and a window.
- GARAGE SECTION**: A vertical cross-section of the garage structure, showing the roof, walls, and floor.
- GARAGE DETAIL**: A detailed view of a specific part of the garage structure.
- GARAGE FLOOR DETAIL**: A detailed view of the garage floor structure.
- GARAGE PLAN**: A top-down view of the garage layout, showing the dimensions and structural elements.
- SECTION**: A vertical cross-section of the building, showing the roof, walls, and floor.

At the bottom of the drawing set, there is a title block with the following information:

9-A

S.R.I. ARCHITECTURE
435 W. GILDEN AVE. SUITE 4127
CHICAGO, ILLINOIS 60611

PROPOSED 3 STORY, 3 UNIT BUILDING
6444 N. FRANCISCO AVE.
CHICAGO, ILLINOIS

SALE OF CITY-OWNED PROPERTY AT 356 S. KOSTNER AVE. TO JOHNNIE DOSSIE UNDER CHIBLOCKBUILDER PLATFORM FOR CONSTRUCTION OF COMMUNITY GARDEN AND MEETING SPACE.

[O2025-0016701]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 356 South Kostner Avenue to Johnnie Dossie under Large Lot Program for construction of community garden and meeting space (28th Ward) (O2025-0016701), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, 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 356 South Kostner 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 October 1, 2024 and ending on November 15, 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 October 10, 17, 24 and 31, 2024; and

WHEREAS, The Department selected Johnnie Dossie, an individual ("Buyer"), for the sale of the City Lot for the open space project described on Exhibit A (the "Project"); and

WHEREAS, The Department did not receive any alternative proposals; and

WHEREAS, Eligible buyers of City-owned land through ChiBlockBuilder for open space 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) show support from the nearby community for the Project; (4) be able to maintain and care for the City Lot; (5) be able to pay property taxes on the City Lot and have no outstanding debt with the City; and (6) complete the Project within one year from closing; and

WHEREAS, The Department desires to convey the City Lot to Buyer subject to a deed restriction requiring buyer to construct the Project; and

WHEREAS, The market value assessment of the City Lot, as of March 18, 2025, as determined by CBRE, is \$17,490; and

WHEREAS, Buyer has offered to purchase, and the City has agreed to sell, the City Lot to Buyer for \$1.00 ("Purchase Price"). The Purchase Price equals the price that Buyer previously offered the City for the City Lot when the Department solicited buyers for the sale of the City Lot pursuant to the City's Large Lot Program. The City never closed on the conveyance of the City Lot pursuant to the City's Large Lot Program; 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 Buyer for the Purchase Price. 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 Buyer is the sole controlling party or which comprises the same principal parties. The Deed shall be in substantially the form set forth in Exhibit B.

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" and "B" 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:

Lots 9 and 10 in Block 5 in Counselman's Subdivision of the north half of the southeast quarter of the northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian (except the west 33 feet), East of the Principal Meridian, in Cook County, Illinois.

Address:

356 South Kostner Avenue
Chicago, Illinois 60624.

Property Index Number:

16-15-124-045-0000.

Ward/Community Area:

28/West Garfield Park.

TIF Area:

Midwest.

Size/Zoning:

5,830 square feet/RT4.

Project Description:

Community garden and meeting space for small gatherings.

Exhibit "B".

Form Of Deed.

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$1.00, conveys and quitclaims all right, title and interest in the real property legally described and identified on (Sub)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 Johnnie Dossie, an individual ("Buyer"), having a principal residence 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 Buyer and Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve City Lot With Open Space; 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 ("Department") 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 and take possession of the City Lot, terminate the estate conveyed to 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. 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 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 Of Chicago Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 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 page 28385 and 28386 of this *Journal*.]

SALE OF CITY-OWNED PROPERTY AT 6441 S. MARYLAND AVE. TO RESTORATION OF PRIMITIVE CHRISTIAN CHURCH, THE LIGHT OF THE WORLD UNDER CHIBLOCKBUILDER PLATFORM FOR CONSTRUCTION OF PUBLIC PLAZA.

[O2025-0016724]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 6441 South Maryland Avenue to Restoration of the Primitive Christian Church, the Light of the World, under ChiBlockBuilder platform for construction of public plaza (20th Ward) (O2025-0016724), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, 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, nonprofit 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 every Monday between April 1, 2024 and May 16, 2024; 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 re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries.

Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including

indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

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

SECTION 6. This ordinance shall take effect upon its passage and approval.

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 8 and the south 6 feet of Lot 7 in Block 5 in Alfred B. McChesney's Columbian Exposition Subdivision of that part lying east of the west 333.5 feet of the south half of the west 20 acres of the north half of the northwest quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6441 South Maryland Avenue
Chicago, Illinois 60637.

Permanent Index Number:

20-23-103-018-0000.

Buyer:

Restoration of the Primitive Christian Church,
The Light of the World.

Ward/Community Area:

20/Woodlawn.

TIF Area:

Woodlawn.

Size/Zoning:

3,885 square feet/RT4.

Market Value ("as is"):

\$46,620.

Purchase Price (10 percent of Value):

\$4,662.

Open Space Project:

Restoration of the Primitive Christian Church proposes a public plaza next to the church. They intend to create a landscaped open space including a brick pathway, a small fountain, and lighting. The site will be fenced with wrought iron. Their budget is approximately \$10,600.

Exhibit "B".

Competing Proposals.

City Lot 1.

6441 South Maryland Avenue -- Applications Submitted.

Restoration of the Primitive Christian Church, The Light of the World, was the only applicant.

SALE OF CITY-OWNED PROPERTY AT 442 W. ROOT ST. TO JIARONG ZHANG UNDER CHIBLOCKBUILDER PLATFORM FOR CONSTRUCTION OF TWO-STORY SINGLE-FAMILY RESIDENCE WITH DETACHED TWO-CAR GARAGE.

[O2025-0016721]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 442 West Root Street to Jiarong Zhang under ChiBlockBuilder platform for construction of two-story single-family residence with detached two-car garage (11th Ward) (O2025-0016721), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined market values 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 property legally described on Exhibit A attached hereto (the "City Lot"), along with many other City-owned lots, for sale on the ChiBlockBuilder website during the application period 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, 2023 and February 3, 2023; and

WHEREAS, The Department evaluated the applications for the City Lot based on 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 benefits of project, community engagement, and consistency of project with neighborhood plans; and

WHEREAS, The Department selected Jiarong Zhang ("Buyer") for the sale of the City Lot for project described on Exhibit A and depicted in the drawings attached hereto as Exhibit B (the "Project"); and

WHEREAS, The other applications for the City Lot are summarized on Exhibit B attached hereto; and

WHEREAS, The market value of the City Lot as of December 7, 2024, as determined by CBRE, is \$34,107.00; and

WHEREAS, The Buyer offered to purchase the City Lot for the Purchase Price, and the Department desires to convey the City Lot to the Buyer for Purchase Price, subject to a deed restriction requiring the Buyer to construct the Project; 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.
- (c) Buyer must have proof of financing for Project.

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 Buyer is the sole controlling party or which is comprised of the same principal parties. The Deed shall be in substantially the form attached hereto as 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 page 28405 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.

(Legal Descriptions Are Subject To Title Commitment And Survey)

Legal Description:

Lot 32 in Block 1 in Duncan's Resubdivision of Block 5 in Taylor's and Kreigh's Subdivision of the east half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

442 West Root Street
Chicago, Illinois 60609.

Property Index Number:

20-04-116-018-0000.

Ward/Community Area:

11th/New City.

TIF Area:

Not applicable.

Size/Zoning:

3,100 square feet/C1-5.

Project Description:

2-story single family residence with detached 2-car garage.

*Exhibit "B".**Competing Proposals.*

Applicant	Status	Applicant Type	Decision
Jiarong Zhang	Accepted	Market-Rate Housing	Highly qualified applicant, reasonable budget, good plans/designs and aldermanic support.
Applicant Number 2	Declined	Side Yard	Department determined that housing is a higher property.
Applicant Number 3	Declined	Market-Rate Housing	Offered below market value.

*Exhibit "C".**Form Of Deed.*

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$34,107.00, conveys and quitclaims all right, title and interest in the real property legally described and identified on (Sub) Exhibit A attached hereto ("City Lot"), pursuant to an ordinance adopted by the City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council* for such date at pages _____ through _____, to Jiarong Zhang ("Buyer" or "Grantee"), having a principal residence or business address at 1804 South Jefferson Street, Chicago, Illinois 60616.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance company; (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 Home; Restriction On Conveyance.** Buyer shall: (a) construct a 2-story single-family home with a detached garage 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 foregoing 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 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.

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 _____, 202__.

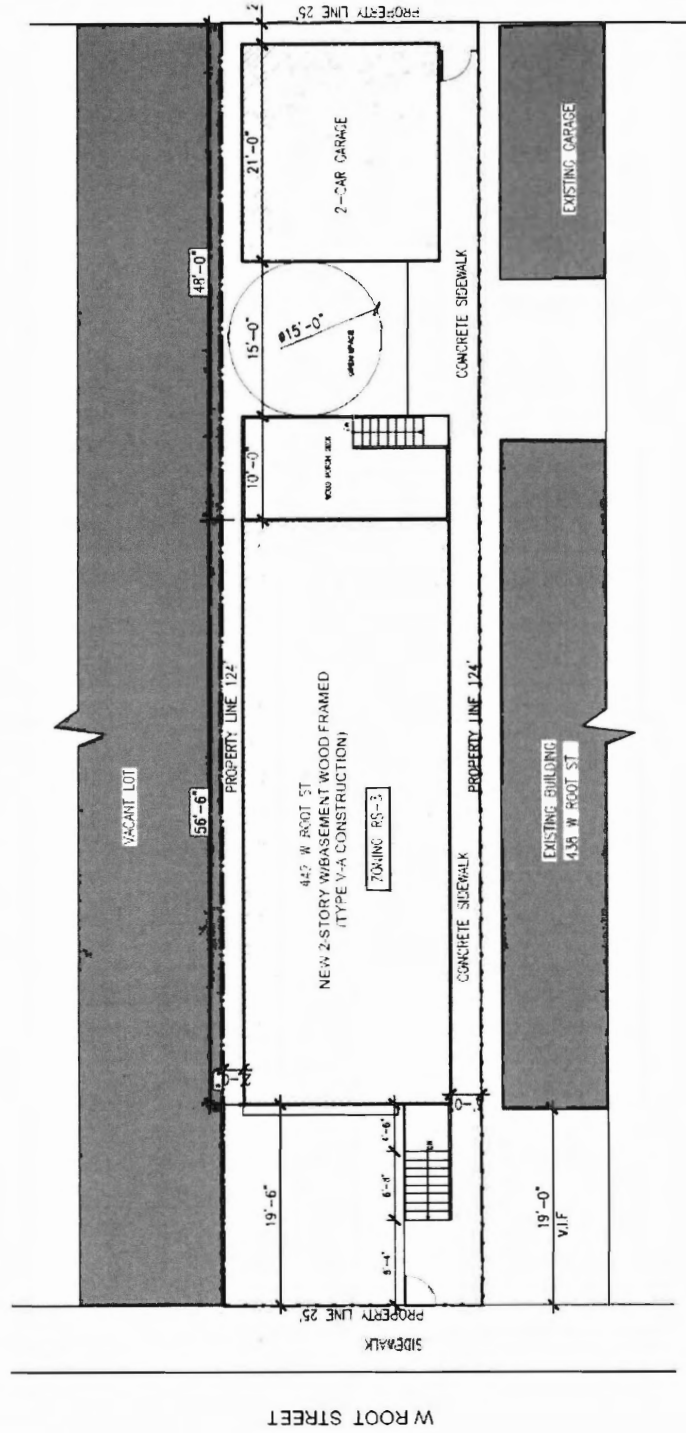
Notary Public

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 28400 and 28401 of this *Journal*.]

Exhibit "D".

Drawing.

INGLE FAMILY RESIDENCE @ 442 W ROOT ST
T NEW 2-STORY SINGLE FAMILY HOUSE W/ BASEMENT (FRAME CONSTRUCTION)



17-2-0.005-3
 BUILDINGS AND STRUCTURES IN RS DISTRICTS MUST
 SET BACK FROM THE FRONT PROPERTY LINE A
 DISTANCE EQUAL TO THE AVERAGE FRONT YARD

1 N
 SITE PLAN
 SCALE 1/8"=1'-0"

W ROOT STREET

SALE OF CITY-OWNED PROPERTIES AT 5323 S. WABASH AVE., 4155 S. BERKELEY AVE., 835 N. SPRINGFIELD AVE., 4009 W. WILCOX ST., 3322 W. WARREN BLVD., 6359 S. PAULINA ST., 6119 S. HONORE ST., 6231 S. PAULINA ST. AND 6233 S. HONORE ST. TO VARIOUS CITY LOT BUYERS UNDER CHIBLOCKBUILDER PLATFORM.

[O2025-0016719]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned properties at 5323 South Wabash Avenue, 4155 South Berkeley Avenue, 835 North Springfield Avenue, 4009 West Wilcox Street, 3322 West Warren Boulevard, 6359 South Paulina Street, 6119 South Honore Street, 6231 South Paulina Street and 6233 South Honore Street to various side lot buyers under ChiBlockBuilder platform (3rd, 4th, 15th, 28th and 37th Wards)(O2025-0016719), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, 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 October 1, 2024 and ending on November 15, 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 every Wednesday between October 1, 2024 and November 15, 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 period of five years after closing; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot to the respective 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 31 in Block 2 in Hundley's Subdivision of 13 acres in the north half of the southwest quarter of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5323 South Wabash Avenue
Chicago, Illinois 60615.

Permanent Index Number:

20-10-309-009-0000.

Buyer:

Lance Williams.

Buyer's Address:

5321 South Wabash Avenue
Chicago, Illinois 60615.

Market Value ("as is"):

\$26,121.00.

Purchase Price (10 percent of Value):

\$2,612.00.

City Lot 2.

Lot 4 in the Southern Subdivision, being a subdivision of Lots 21, 22, 30, 31, 32, 34, 35, 36, 37 and 38 in Ferry, Farwell and Turner and Bond's Resubdivision of Block 3 (except Lots 21 and 22) in said Block 3 in Bayard and Palmer Addition in the northwest fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4155 South Berkeley Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-02-117-017-0000.

Buyer:

Susan Perkins.

Buyer's Address:

4159 South Berkeley Avenue
Chicago, Illinois 60653.

Market Value ("as is"):

\$30,063.00.

Purchase Price (10 percent of Value):

\$3,006.00.

City Lot 3.

Lot 10 in Block 2 in subdivision of land described as follows: beginning at a point 208 feet south of northwest corner of southeast quarter of west half of southwest quarter of Section 2, Township 39 North, Range 13; thence south along west line of said southeast quarter 1082.7 feet to north line of Chicago Avenue; thence east 299 feet along the north line of Chicago Avenue, thence north 141 feet, thence west 125 feet, the north 941.7 feet; and thence west 174 feet to point of beginning, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

835 North Springfield Avenue
Chicago, Illinois 60651.

Permanent Index Number:

16-02-327-009-0000.

Buyer:

Reidius Hands.

Buyer's Address:

837 North Springfield Avenue
Chicago, Illinois 60651.

Market Value ("as is"):

\$9,408.00.

Purchase Price (10 percent of Value):

\$941.00.

City Lot 4.

Lot 4 in Block 5 in W.M. Derby's Subdivision of the northeast quarter of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4009 West Wilcox Street
Chicago, Illinois 60624.

Permanent Index Number:

16-15-211-021-0000.

Buyer:

Timothy Anderson.

Buyer's Address:

4011 West Wilcox Street
Chicago, Illinois 60624.

Market Value ("as is"):

\$9,075.00.

Purchase Price (10 percent of Value):

\$908.00.

City Lot 5.

Lot 33 in Block 3 in Peck's Subdivision of the west 19.48 acres of the southeast quarter of the southeast quarter south of Lake Street of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3322 West Warren Boulevard
Chicago, Illinois 60624.

Permanent Index Number:

16-11-414-033-0000.

Buyer:

Osa Rotimi.

Buyer's Address:

3318 West Warren Boulevard
Chicago, Illinois 60624.

Market Value ("as is"):

\$17,126.00.

Purchase Price (10 percent of Value):

\$1,713.00.

City Lot 6.

Lot 28 (except the north 4 feet thereof) in Block 2 in Drexel Park, a subdivision of the east half of the north half of Section 19, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6359 South Paulina Street
Chicago, Illinois 60636.

Permanent Index Number:

20-19-206-026-0000.

Buyer:

Anibal Alvarez.

Buyer's Address:

6357 South Paulina Street
Chicago, Illinois 60636.

Market Value ("as is"):

\$ 9,280.00.

Purchase Price (10 percent of Value):

\$928.00.

City Lot 7.

Lot 637 in E.A. Cummings and Company's 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:

6119 South Honore Street
Chicago, Illinois 60636.

Permanent Index Number:

20-18-419-008-0000.

Buyers:

Edilberto Cruz Delgado and
Elia Imelda Sierra Arellano.

Buyers' Address:

6121 South Honore Street
Chicago, Illinois 60636.

Market Value ("as is"):

\$9,375.00.

Purchase Price (10 percent of Value):

\$938.00.

City Lot 8.

Lot 34 in Block 7 in Englewood Hill, a subdivision of the southeast quarter of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6231 South Paulina Street
Chicago, Illinois 60636.

Permanent Index Number:

20-18-430-007-0000.

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Buyer:

Olympia Haidos.

Buyer's Address:

6235 South Paulina Street
Chicago, Illinois 60636.

Market Value ("as is"):

\$9,345.00.

Purchase Price (10 percent of Value):

\$935.00.

City Lot 9.

Lot 667 in E.A. Cummings and Company's 63rd Street Subdivision in 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:

6231 South Honore Street
Chicago, Illinois 60636.

Permanent Index Number:

20-18-427-013-0000.

Buyer:

Lidia Betian.

Buyer's Address:

6231 South Honore Street
Chicago, Illinois 60636.

Market Value ("as is"):

\$8,944.00.

Purchase Price (10 percent of Value):

\$894.00.

SALE OF CITY-OWNED PROPERTY AT 5116 S. WOLCOTT AVE. TO CARLOS
MONTROYA AS SIDE LOT BUYER UNDER CHIBLOCKBUILDER PLATFORM.

[O2025-0016722]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 5116 South Wolcott Avenue to Carlos Montoya as side lot buyer under ChiBlockBuilder platform (16th Ward) (O2025-0016722), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, 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 property identified on Exhibit A attached hereto (the "City Lot") for sale on the ChiBlockBuilder website 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, 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 the Buyer (a "Buyer") for the City lot in the side yards category; and

WHEREAS, The Department desires to convey each City Lot to the Buyer identified on Exhibit A hereto, subject to a deed restriction requiring the Buyer to improve the City Lot as a landscaped side yard and own the property for a minimum period of five years after closing; and

WHEREAS, The Buyer has agreed to purchase the City Lot for the purchase price listed on Exhibit A ("Purchase Price"), which represents 10 percent of the market value assessment for the applicable City Lot; 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 to the Buyer identified on Exhibit A hereto in its "as is" condition for the Purchase 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 Lot to the 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 the Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve Side Yard With Landscaped Open Space; Restriction On Conveyance. Buyer: (a) shall improve and maintain the City Lot with landscaped open space (meaning grass, cultivated ornamental shrubs, plants, trees or a combination thereof) within six (6) months of the date of this Deed, provided that plantings may be delayed for an additional six (6) months if consistent with good landscaping practices; (b) shall maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) shall not convey, assign or otherwise transfer the City Lot. These conditions shall run with the land and be in full force and effect for a period of five (5) years from the date of this Deed. If any of these conditions are not satisfied, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, *"Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils"*, EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

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

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

ChiBlockBuilder Side Yard Buyers, Legal Descriptions And Prices.

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

Lot 45 in Block 3 in White and Coleman's Subdivision of Blocks 41 to 44, inclusive, in Stone and Whitney's Subdivision of the west half of the southeast quarter of Section 6 and the north half and west half of the southeast quarter of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5116 South Wolcott Avenue
Chicago, Illinois 60609.

Permanent Index Number:

20-07-401-030-0000.

Buyer:

Carlos Montoya.

Buyer's Address:

5114 South Wolcott Avenue
Chicago, Illinois 60609.

Market Value ("as is"):

\$9,348.

Purchase Price (10 percent of Value):

\$935.

SALE OF CITY-OWNED PROPERTY AT 946 E. 75TH ST. TO FLOATING MUSEUM UNDER CHIBLOCKBUILDER PLATFORM FOR CREATION OF PUBLIC SCULPTURE PARK AND COMMUNITY GATHERING SPACE.

[O2025-0016723]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 946 East 75th Street to Floating Museum under ChiBlockBuilder platform for creation of public sculpture park and community gathering space (6th Ward) (O2025-0016723), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and

WHEREAS, 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, nonprofit 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 October 1, 2024 and ending on November 15, 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 October 2, 9, 16, 23 and 30, 2024 and November 6 and 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 re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.
4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries.

Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.
7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner

or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

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

SECTION 6. This ordinance shall take effect upon its passage and approval.

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 23 in Block 30 in Cornell, a subdivision in Sections 26 and 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

946 East 75th Street
Chicago, Illinois 60619.

Permanent Index Number:

20-26-126-032-0000.

Buyer:

Floating Museum.

Ward/Community Area:

6/Greater Grand Crossing.

TIF Area:

Not applicable.

Size/Zoning:

3,124 square feet/B3-2.

Market Value ("as is"):

\$9,372.

Purchase Price (10 percent of Value):

\$937.

Open Space Project:

Floating Museum is a nonprofit organization committed to creating a public sculpture park and community gathering space at 946 East 75th Street. The Buyer plans to host rotating exhibitions featuring large-scale public sculptures and public art. The Sculpture Lot will be fenced and feature lighting and seating. The Buyer has partnered with Cara Collective and the Rebuilding Exchange. The budget is approximately \$29,000.

Exhibit "B".

Competing Proposals.

City Lot 1.

Floating Museum was the only applicant.

SALE OF VACANT CITY-OWNED PROPERTIES AT 4062 S. ELLIS AVE. AND 938 E. 41ST ST. TO SUNGANO ZISWA FOR CONSTRUCTION OF SINGLE-FAMILY HOME WITH GARAGE AND SIDE YARD.

[O2025-0016730]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant City-owned properties at 4062 South Ellis Avenue and 938 East 41st Street to Sungano Ziswa for construction of single-family home with garage and side yard (4th Ward) (O2025-0016730), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to 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 seeks to return these parcels of vacant land to private ownership and productive use; and

WHEREAS, The City is the owner of the vacant lots located at 4062 South Ellis Avenue and 938 East 41st Street, Chicago, Illinois 60653, which are legally described on Exhibit A attached hereto (collectively, the "Property"); and

WHEREAS, The Department of Planning and Development ("Department") retained the services of CBRE Group, Inc. ("CBRE") to provide market value assessments of the Property based on comparable sales; and

WHEREAS, The market values of the lots at 4062 South Ellis Avenue (the "Ellis Lot") and 938 East 41st Street (the "41st Street Lot") as of April 28, 2024, as determined by CBRE, are \$147,900 and \$72,500, respectively; and

WHEREAS, Sungano Ziswa ("Grantee") has submitted a proposal to the Department to construct a new single-family home with a garage and side yard, as depicted in the drawings attached hereto and incorporated herein as Exhibit B (the "Project"); and

WHEREAS, The 41st Street Lot has limited development rights due to its small and irregular shaped size, lack of alley access, and the presence of utility poles; and

WHEREAS, The Department has agreed to sell the Property to Grantee for \$155,150.00 (the "Purchase Price"), which represents the market value of the Ellis Lot and 10 percent of the market value of the 41st Street Lot due to its limited development rights; and

WHEREAS, A Phase I Environmental Site Assessment ("ESA") of the Property dated January 11, 2024, obtained by the Grantee, identified Recognized Environmental Conditions ("RECS"), as that term is defined by the American Society for Testing and Materials (ASTM) E1527-21 standard for conducting Phase I ESAs; and

WHEREAS, At the request of the City, Grantee obtained a Phase II ESA, dated April 12, 2024, which identified contamination above residential remediation objectives as determined by 35 Ill. Adm. Code Part 742; and

WHEREAS, As a condition of the sale of the Property, the City is requiring Grantee to enroll the Property in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program to obtain a final comprehensive residential No Further Remediation letter ("Final Comprehensive Residential NFR Letter"); and

WHEREAS, The City has agreed to deposit the Purchase Price into an environmental escrow closing for Grantee to utilize for the remediation of the Property and to secure a Final Comprehensive Residential NFR Letter for the Property from the IEPA; and

WHEREAS, Public notice advertising the Department's intent to sell the Property to the Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on March 4 and 11, 2025; 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, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to Grantee for the Purchase Price is hereby approved, subject to Grantee's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

- (a) Grantee must enroll the Property in the IEPA Site Remediation Program to obtain a Final Comprehensive Residential NFR Letter;
- (b) Grantee must submit to the Department, and the Department must approve the final construction plans and specifications for the Project; and
- (c) Grantee must have proof of financing for the Project; and
- (d) Grantee must obtain all building permits and other required permits and approvals necessary to construct the Project and submit evidence thereof to the Department.

If Grantee fails to close on the acquisition of the Property within three (3) years of the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department (the "Commissioner"), in the Commissioner's sole discretion, extends the closing date. Grantee shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Purchase Price shall be deposited into an escrow account to be held by a third-party title insurance company for purposes of funding certain environmental costs (the "Escrow Account"), pursuant to a written joint order environmental escrow agreement in substantially the form attached hereto as Exhibit D (the "Escrow Agreement").

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 Escrow Agreement and such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Escrow 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 Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed in substantially the form attached hereto as Exhibit C ("Deed"), conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which comprises the same principal parties (each, a "Grantee Entity").

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

[Exhibit "B" referred to in this ordinance printed on pages 28453 through 28455 of this *Journal*.]

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

Exhibit "A".
(To Ordinance)

Legal Description.
(Subject To Final Title Commitment And Survey)

Parcel 1:

That part of Lot 3 lying east of a line drawn parallel with Ellis Avenue, from a point in the northerly line of said Lot 95 feet southwesterly of northeast corner of Lot 3 southeasterly to southerly line of Lot 3 in C.R. Steele's Resubdivision of Lots 11, 12, 13 and 14 of Block 14 of Cleaverville, being the north part of fractional Section 2, Township 38 North, Range 14, East of the Third Principal Meridian and south part of fractional Section 35, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4062 South Ellis Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-02-106-038-0000.

Parcel 2:

That part of Lot 3 lying west of a line drawn parallel with Ellis Avenue, from a point in the northerly line of said Lot 95 feet southwesterly of northeast corner of Lot 3 southeasterly to southerly line of Lot 3 in C.R. Steele's Resubdivision of Lots 11, 12, 13 and 14 of Block 14 of Cleaverville, being the north part of fractional Section 2, Township 38 North, Range 14, East of the Third Principal Meridian and south part of fractional Section 35, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

981 East 41st Street
Chicago, Illinois 60653.

Permanent Index Number:

20-02-106-037-0000.

Exhibit "C".
(To Ordinance)

Form Of Deed.

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27 (B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for good and valuable consideration, the receipt of which is hereby acknowledged, conveys and quitclaims all interest in the real property legally described and identified on (Sub)Exhibit A attached hereto the "Property", pursuant to an ordinance adopted by the City Council of the City on _____, 2025, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Sungano Ziswa, an individual ("Grantee"), whose principal address is 4010 South Drexel Boulevard, Chicago, Illinois 60653.

Without limiting the quitclaim nature of this deed ("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 Improve Property; Restriction On Conveyance.** Grantee shall: (a) improve the Property with a single-family home, garage, and side yard (the "Project") in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "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 Property in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the Property 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 Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the Property and re-vest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such re-vesting of title. The forgoing covenants shall expire upon completion and occupancy of the Project.
2. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition, without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

3. Environmental Requirements. Grantee shall satisfy the following environmental requirements:

(a) Definitions. As used herein, the following terms shall have the following meanings:

“Bureau” means the Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management.

“Contaminant” means any of those materials set forth in 415 ILCS 5/3.165 and 35 Ill. Adm. Code Part 742.305, as amended from time to time, that are subject to regulation under any Environmental Laws.

“Environmental Documents” means all reports, surveys, field data, correspondence and analytical results prepared by or for Grantee (or otherwise obtained by Grantee) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

“Environmental Laws” means all Laws pertaining to health, safety, Hazardous Substances 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), now or hereafter in effect, as amended or supplemented from time to time, including, 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 Materials Transportation Act, 49 U.S.C. § 5101, 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 of the City of Chicago; and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing Laws, as any of the foregoing Laws 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.

“Hazardous Substance(s)” has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

“IEPA” means the Illinois Environmental Protection Agency, or any successor agency.

“Laws” means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, permits, 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.

“Losses” means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys’ fees and expenses, consultants’ fees and expenses, costs of investigation, and court costs).

“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.

“RACR” means the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

“RAP” means the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

“RAP Approval Letter” means written approval from the IEPA of the RAP.

“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, issued by the IEPA, 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 RAP, the RACR, and any and all related correspondence, data and other information.

“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.

(b) Remediation Requirements. Grantee has obtained a Phase I Environmental Site Assessment of the Property dated January 11, 2024, and a follow-up Phase II Environmental Site Assessment dated April 12, 2024. The Phase II Environmental Site Assessment disclosed the presence of contamination exceeding residential remediation objectives as set forth in 35 Ill. Adm. Code Part 742, and, as a condition to the City’s transfer of the Property, Grantee has agreed to enroll the Property (or the applicable portion thereof) in the SRP and take all necessary and proper steps to obtain a RAP Approval Letter. Grantee 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, Grantee covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property. The Bureau 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 Grantee’s estimate of the cost to perform the Remediation Work. Grantee 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 Part 742. In addition, Grantee 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. Grantee 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. Grantee acknowledges and agrees that it may not seek a certificate of occupancy or otherwise permit occupancy of the Project until the IEPA has issued, the Bureau has approved (which approval will not be unreasonably withheld), and Grantee has recorded a Final Comprehensive Residential NFR Letter for the Property with the Office of the Cook County Clerk, Recordings Division. If Grantee fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, then the City shall have the right to record a notice of default against the Property. Grantee must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

(c) Release. Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, 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 Grantee following the date of this Deed (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "City Parties"), from and against any and all Losses which Grantee 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 date of the Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances 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. Grantee Parties waive their rights of contribution and subrogation against the City Parties. The covenant of release in this Section 3(c) shall run with the Property, and shall be binding upon all successors and assigns of Grantee 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 Grantee following the date of this Deed. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and

that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

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:

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 _____, 2025.

Notary Public

[(Sub) Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on page 28436 and 28437 of this *Journal*.]

Exhibit "D".
(To Ordinance)

Joint Order Environmental Escrow Agreement.

Escrow Number: _____ Date: _____, 202__ ("effective date")

To: _____ [name of title company] ("Escrowee")

Chicago, Illinois 606__

- Parties: (a) _____, an individual ("Purchaser");
- (b) City of Chicago, an Illinois municipal corporation ("City"); and
- *(d) _____ ("Lender").

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 the Purchaser's performance of the "Remediation Work," as such terms are defined in that certain quitclaim deed from the City to the Developer dated _____, 202__, and recorded in the Office of the Cook County Clerk, Recordings Division on _____, 202__ as Document Number _____ (the "Deed"). The Remediation Work will be performed on the Property legally described in Schedule 1 attached hereto.

* Editor's Note: Numbering sequence error appears in original document.

2. Escrowee shall disburse the Escrow Funds only upon the written joint order of (1) _____, in their capacity as the _____ of the Purchaser, or their duly authorized designee, (2) the Commissioner or any Managing Deputy Commissioner of the Department of Planning and Development, and (3) any officer of Lender. The joint order must be substantially in the form of Schedule 2 attached hereto and shall be accompanied by a written statement from _____, the Purchaser's general contractor or environmental remediation contractor, in substantially the form of Schedule 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within thirty (30) days of the Purchaser incurring the expense for Approved Project Costs).

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is hereby expressly authorized to 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 Purchaser 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 Deed. 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 Purchaser and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the Escrow Funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the Escrow Funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Escrow Funds or any part thereof.

8. The fee for establishing the escrow is \$_____, payable by the Purchaser at the time the Escrow Funds are deposited. An annual fee of \$_____ will be payable by the Purchaser 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 Purchaser. 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 Purchaser 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 Purchaser 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 Purchaser and the City in a joint written and signed order. If the Purchaser 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 Deed, as evidenced by the Purchaser's recording of the Final Comprehensive Residential NFR Letter, or (ii) _____, 20____, as such date may be extended in writing by

the City. All funds, including accumulated interest on the Escrow Funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the 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 LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Fleet and Facility Management
Bureau of Environmental, Health and Safety
Management
2 North LaSalle Street, Suite 200
Chicago, Illinois 60602
Attention: Managing Deputy

City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division

Purchaser:

Chicago, Illinois 606__
Attention: _____

with a copy to:

Chicago, Illinois 606__
Attention: _____

If Lender:

Chicago, Illinois 606__
Attention: _____

Escrowee:

Chicago, Illinois 606__
Attention: _____

_____[Purchaser] City of Chicago

By: _____ By: _____

Name: _____ Name: _____

Its: _____ Its: _____

Lender: _____ Escrowee: _____

By: _____ By: _____

Name: _____ Name: _____

Its: _____ Its: _____

[Schedule 1 referred to in this Joint Order Environmental
Escrow Agreement constitutes Exhibit "A"
to ordinance and printed on
pages 28436 and 28437
of this *Journal*.]

Schedules 2, 3 and 4 referred to in this Joint Order Escrow Agreement read as follows:

Schedule 2.
(To Joint Order Escrow Agreement)

Disbursement Direction.

I, _____, the _____ of _____, a[n] _____, hereby direct _____, Escrowee, under its Escrow Number _____ to pay to _____ the sum of \$ _____ from the cash Deposit held in said Escrow.

Dated: _____

By: _____

Name: _____

Its: _____

I, _____, the _____ [Commissioner/Managing Deputy Commissioner] of the City of Chicago Department of Planning and Development, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: _____

City of Chicago, acting by and through its Department of Planning and Development

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 _____, a[n] _____ ("Purchaser") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Purchaser for "Approved Project Costs" incurred by the Purchaser for the "Remediation Work", as defined in, and determined and governed by, that certain quitclaim deed from the City to the Purchaser dated _____, 202____, and recorded in the Office of the Cook County/Clerk Recordings Division on _____, 202____, as Document Number _____ (the "Deed"). 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: _____
Name: _____
Title: _____

Schedule 4.
(To Joint Order Escrow Agreement)

Approved Project Costs.

The funds in the Escrow Account will be used solely to reimburse the Purchaser for environmental costs incurred by the Purchaser in the performance of work related to the Site Remediation Program ("SRP") or 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. Work performed under the SRP will be reimbursed only if 2FM reviews and approves the scope of work prior to performance of field investigations. Similarly, cost reimbursements associated with preparation of reports under the SRP is contingent upon 2FM review and approval prior to submission to the Illinois Environmental Protection Agency ("IEPA"). Phase I and II Environmental Site

Assessments ("ESA") are considered due diligence and are not eligible for reimbursement as part of the SRP related documents. Unless otherwise approved by 2FM, all project scopes related to cost reimbursement requests must be included in a 2FM and IEPA approved Remedial Action Plan to meet the requirements of the SRP in accordance with 35 Ill. Adm. Code Part 740, or a Corrective Action Plan to meet Leaking Underground Storage Tank requirements under 35 Ill. Adm. Part 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 Ill. Adm. Code Part 742.305.
 - b. Excavation, transportation and disposal for underground storage tank removal.
 - c. Installation of vapor barriers.
 - d. Installation of soil barriers in accordance with Ill. Adm. Code Part 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" as defined in item 2(f), above.
 - 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 2, 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. Invoices must be accompanied by a spreadsheet summary of load tickets and volume/weight.
 - 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 under Item 4(b) and 4(c), above.
 - i. Backup documentation shall include construction survey(s) and high-resolution photographs of excavation(s) to confirm depth of engineered barrier construction or reference to such items in applicable backup documents such as the Remedial Action Completion Report, Corrective Action Completion Report, et cetera.

Exhibit "B".
(To Ordinance)

Drawings Of Property.
(Page 1 of 3)

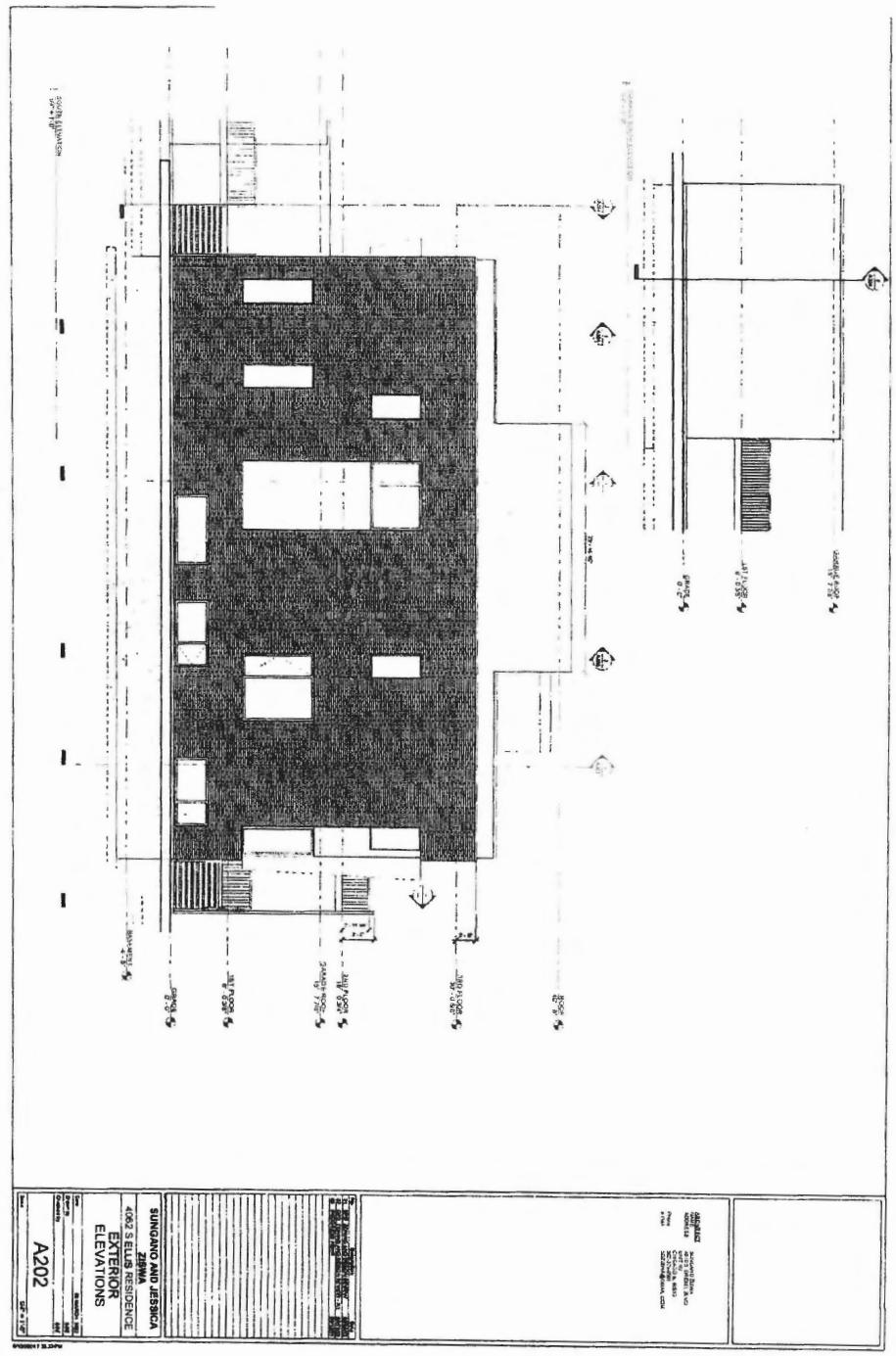
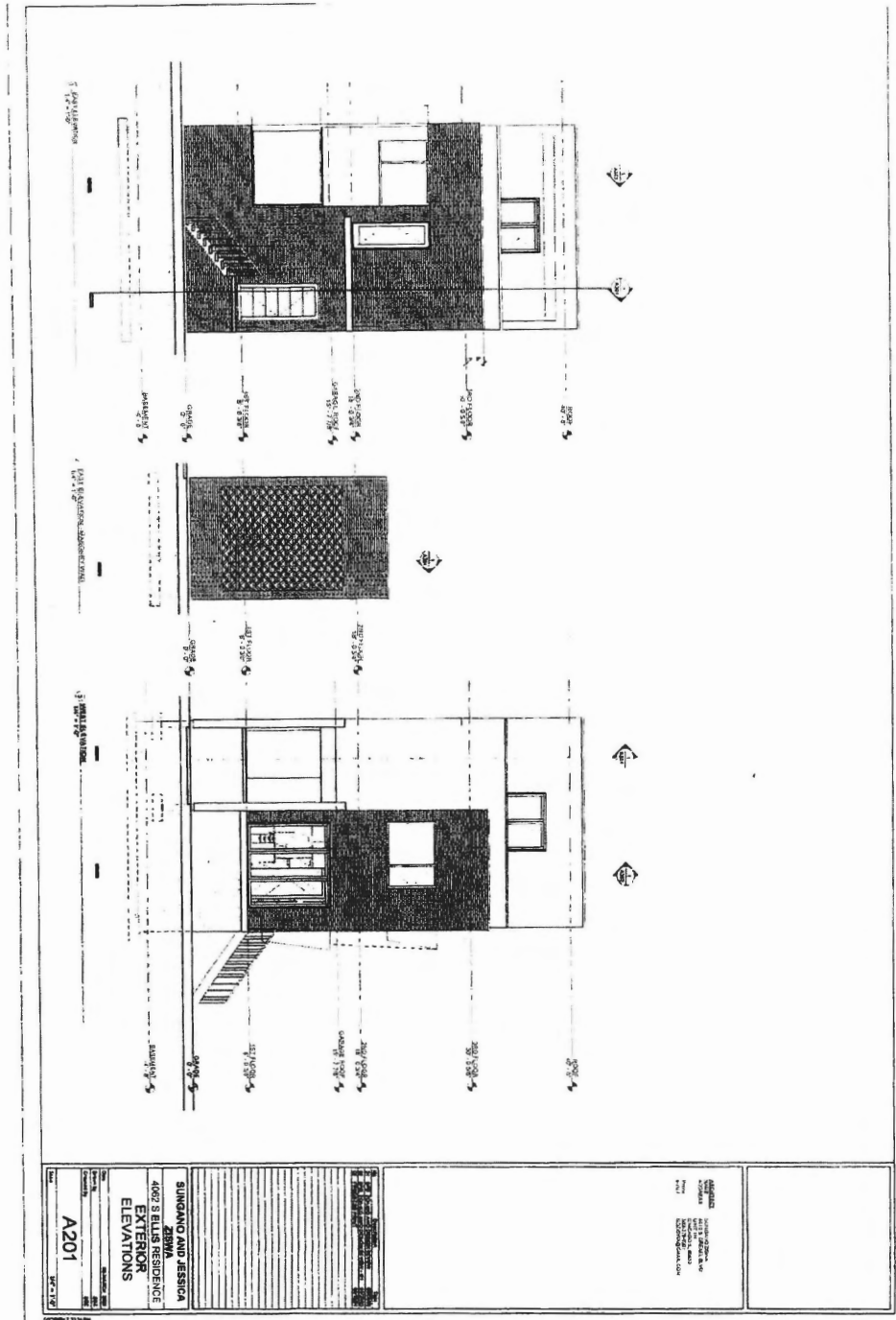


Exhibit "B".
(To Ordinance)

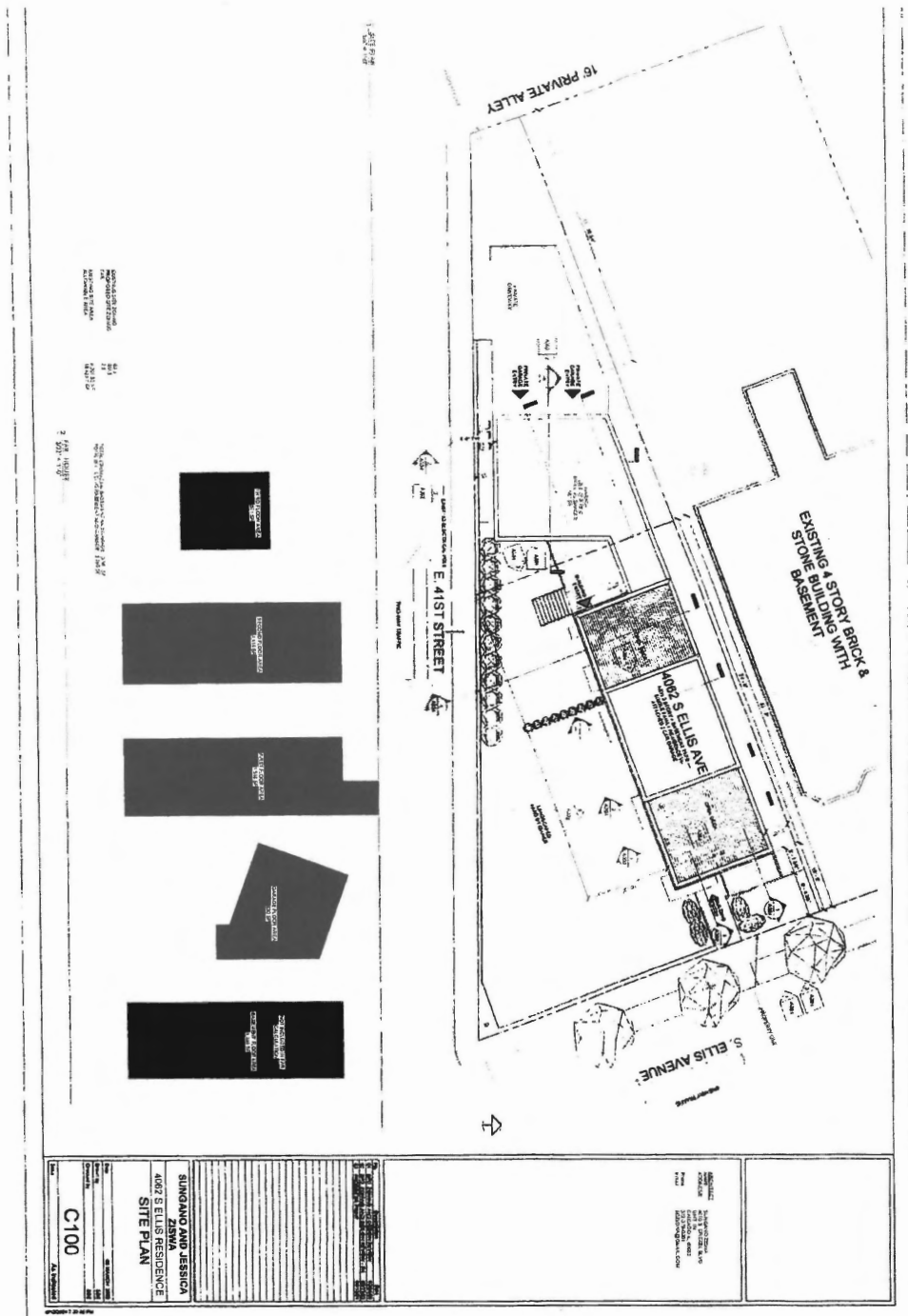
Drawings Of Property.
(Page 2 of 3)



<p>ARCHITECT SUNGANO AND JESSICA ARCHITECTS</p>	<p>CLIENT 4622 S ELSTON RESIDENCE</p>	<p>PROJECT EXTERIOR ELEVATIONS</p>	<p>DATE A201</p>	<p>SCALE AS SHOWN</p>	<p>PROJECT A201</p>
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Exhibit "B".
(To Ordinance)

Drawings Of Property.
(Page 3 of 3)



SALE OF VACANT CITY-OWNED PROPERTY AT 2241 AND 2245 W. MONROE ST.
TO 2245 W MONROE LLC FOR CONSTRUCTION OF FOUR-STORY RESIDENTIAL
BUILDING.

[O2025-0016728]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant City-owned property at 2241 and 2245 West Monroe Street to 2245 LLC for construction of four-story residential building (27th Ward) (O2025-0016728), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 16, 2000 and published at pages 25276 to 25431 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, the City Council: (i) approved a certain redevelopment plan and project (the "Redevelopment Plan") for the Central West Redevelopment Project Area (the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"), (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City is the owner of the vacant land located at 2241 West Monroe Street, Chicago, Illinois 60612, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The Property is located in the Redevelopment Area; and

WHEREAS, 2245 W Monroe LLC, an Illinois limited liability company ("Grantee"), owns the adjacent properties at 2239 West Monroe Street and 2243 West Monroe Street, Chicago, Illinois 60612 (the "Adjacent Property"); and

WHEREAS, Grantee has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for \$178,752 (the "Purchase Price") and assemble it with the Adjacent Property to construct a four-story residential building with twenty (20) housing units and six (6) garage parking spaces (the "Project"), as depicted in the drawings attached hereto and incorporated herein in Exhibit B; and

WHEREAS, The Purchase Price represents the market valuation of the Property as of November 11, 2023; and

WHEREAS, The projected cost of the Project is \$4,297,500; and

WHEREAS, Public notice advertising the Department's intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on January 29, February 5 and February 12, 2024; and

WHEREAS, No other responsive proposals were received by the deadline set forth in the aforesaid notices; and

WHEREAS, The Property and the Adjacent Property are in a RM5 Zoning District and the Grantee is responsible for obtaining variations from the Chicago Zoning Board of Appeals for rear yard setback, rear yard open space and parking reduction; and

WHEREAS, The public benefits of this sale include the removal of vacant property from the City's inventory, the return of vacant land to viable use, and resident retention and job creation; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the Property to Grantee in its "as is" condition for the Purchase Price, subject to Grantee's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

- (a) Grantee must obtain all building permits and other required permits and approvals necessary to construct the Project and submit evidence thereof to the Department;
- (b) Grantee must submit to the Department, and the Department must approve the final construction plans and specifications for the Project; and
- (c) Grantee must have proof of financing for the Project.

If Grantee fails to close on the acquisition of the Property within six (6) months of the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of the Department (the "Commissioner"), in the Commissioner's sole discretion, upon a request from Grantee, extends the closing date. Grantee shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed in substantially the form attached hereto as Exhibit C, conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which comprises the same principal parties.

SECTION 4. The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, 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 Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. The construction of the Project shall commence within two (2) months after the closing ("Construction Commencement Date") and shall be completed no later than twelve (12) months after the Construction Commencement Date.

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

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

[Exhibit "B" referred to in this ordinance
printed on pages 28464 through
28466 of this *Journal*.]

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

Exhibit "A".

Legal Description Of Property.
(Subject To Final Survey And Title Commitment)

Legal Description:

Lot 5 in the subdivision of the west half of Sublots 17 to 24, inclusive, in the subdivision of Lots 7, 8 and 9, inclusive, in Block 9 of Rockwell's Addition to Chicago, in the northeast quarter of Section 13, Township 39 North, Range 13, and the west half of the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian.

Address:

2241 West Monroe Street
Chicago, Illinois 60612.

Permanent Index Number:

17-18-107-010-0000.

Legal Description:

Lot 3 in the subdivision of the west half of Lots 17 to 24, inclusive, in the subdivision of Lots 7, 8 and 9 in Block 9 in Rockwell's Addition to Chicago, a subdivision in the northwest quarter of Section 18, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

2245 West Monroe Street
Chicago, Illinois 60612.

Permanent Index Number:

17-18-107-008-0000.

Exhibit "C".

Form Of Deed.

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of One Hundred Seventy-eight Thousand Seven Hundred Fifty-two and no/100 Dollars (\$178,752.00), conveys and quitclaims all interest in the real property legally described and identified on (Sub)Exhibit A attached hereto (including any improvements located thereon, the "Property"), pursuant to an ordinance adopted by the City Council of the City on _____, 20__, and published in the *Journal of the Proceedings of the City Council of the City* for such date at pages _____ through _____, to 2245 W Monroe, LLC, an Illinois limited liability company ("Grantee"), which has a business address of 7557 West 99th Place, Bridgeview, Illinois 60455.

Without limiting the quitclaim nature of this deed ("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 Improve Property; Restriction On Conveyance.** Grantee shall improve the Property with a four-story residential building with twenty (20) housing units, of which four (4) will be affordable, and six (6) garage parking spaces (the "Project") in accordance with the construction plans and specifications approved by the Department of Planning and Development (the "Department") within twelve (12) months of the date of this deed ("Deed"); provided, however, the Department, in its sole discretion, may extend the completion date upon written request; and prior to the issuance of a certificate of occupancy for the Project, Grantee may not, without the prior written consent of the Department: (i) directly or indirectly sell, transfer, convey, assign, lease or otherwise dispose of all or any portion of the Property, or (ii) engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the acquisition and construction financing for the Project. If any of these conditions are not met, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the Property and re-vest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such re-vesting of title. The forgoing covenants shall expire upon completion of the Project and issuance of a certificate of occupancy.
2. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition, without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.
3. **Release Of City.** Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, 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 Grantee following the date of this

Deed (collectively, the "Grantee 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, damages, obligations, claims, actions, suits, demands, liabilities, judgments, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (collectively, "Losses"), which Grantee 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 date of this Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of hazardous substances, or threatened release, emission or discharge of hazardous substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of hazardous substances in, on, under or about the Property or the migration of hazardous substances 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. § 9601, et seq., ("CERCLA") and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., ("RCRA"); 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"). Grantee Parties waive their rights of contribution and subrogation against the Indemnified Parties. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

4. Affordable Housing. Grantee acknowledges and agrees that the sale of the Property or construction of the Project triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance"), and has agreed to satisfy its affordable housing obligation through the construction of four (4) affordable units in the Project.

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.

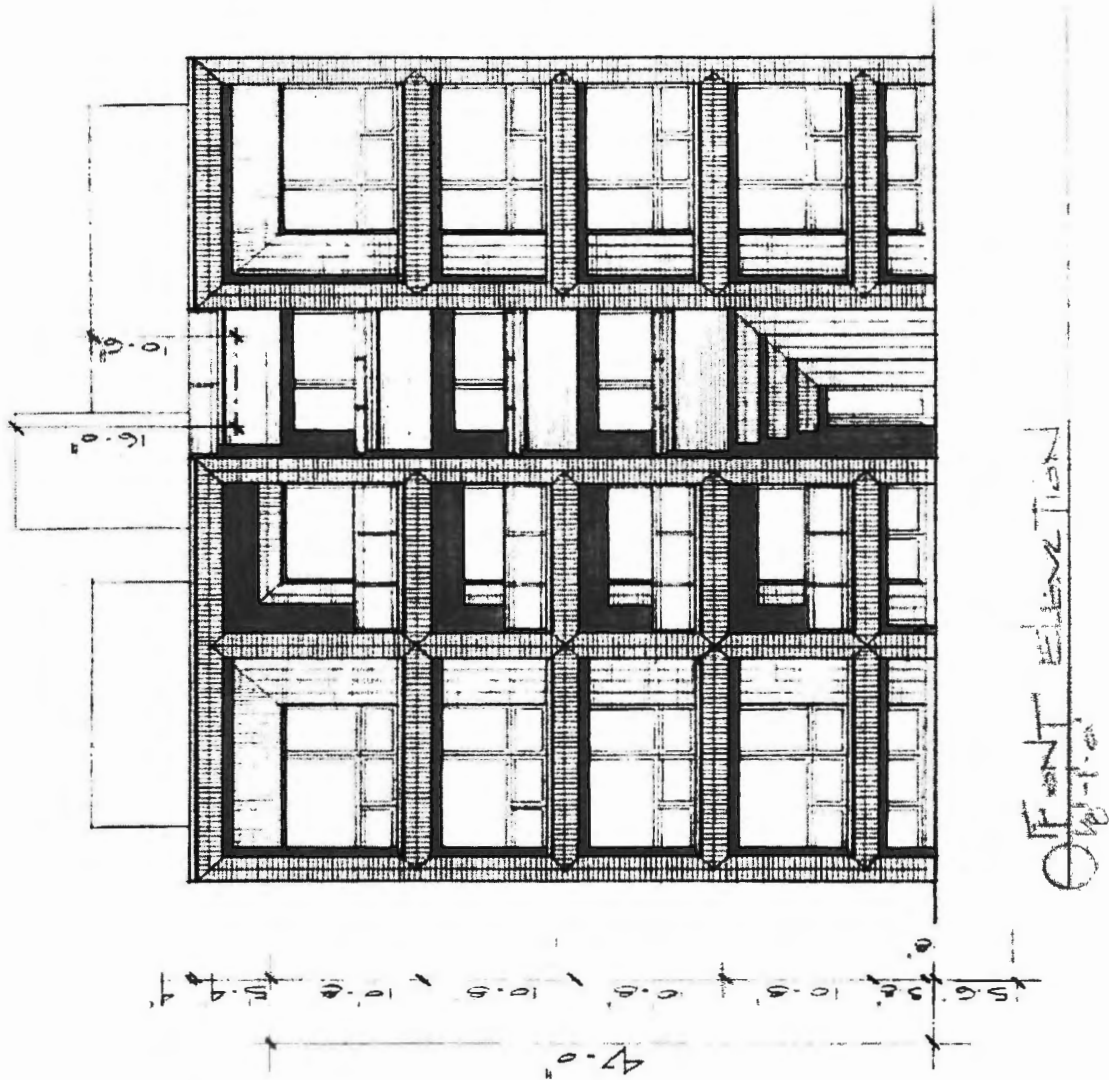
Given under my hand and notarial seal on _____, 20__.

Notary Public

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 28459 and 28460 of this *Journal*.]

Exhibit "B".

Renderings And Site Plan.
(Page 1 of 3)



LAND DESCRIPTION
**Front Elevation
2245 W Monroe St**

Exhibit "B".

Renderings And Site Plan.
(Page 2 of 3)

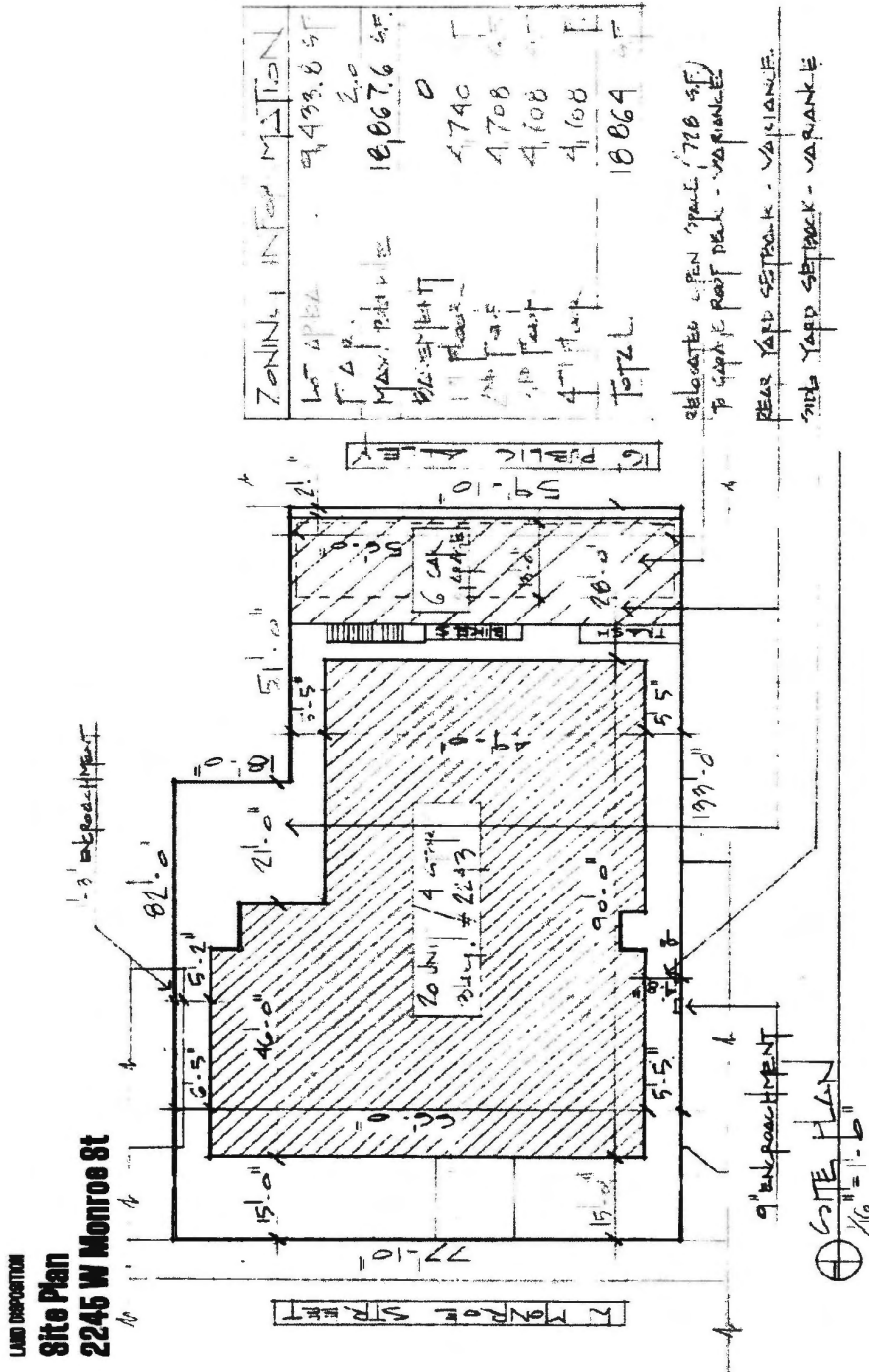
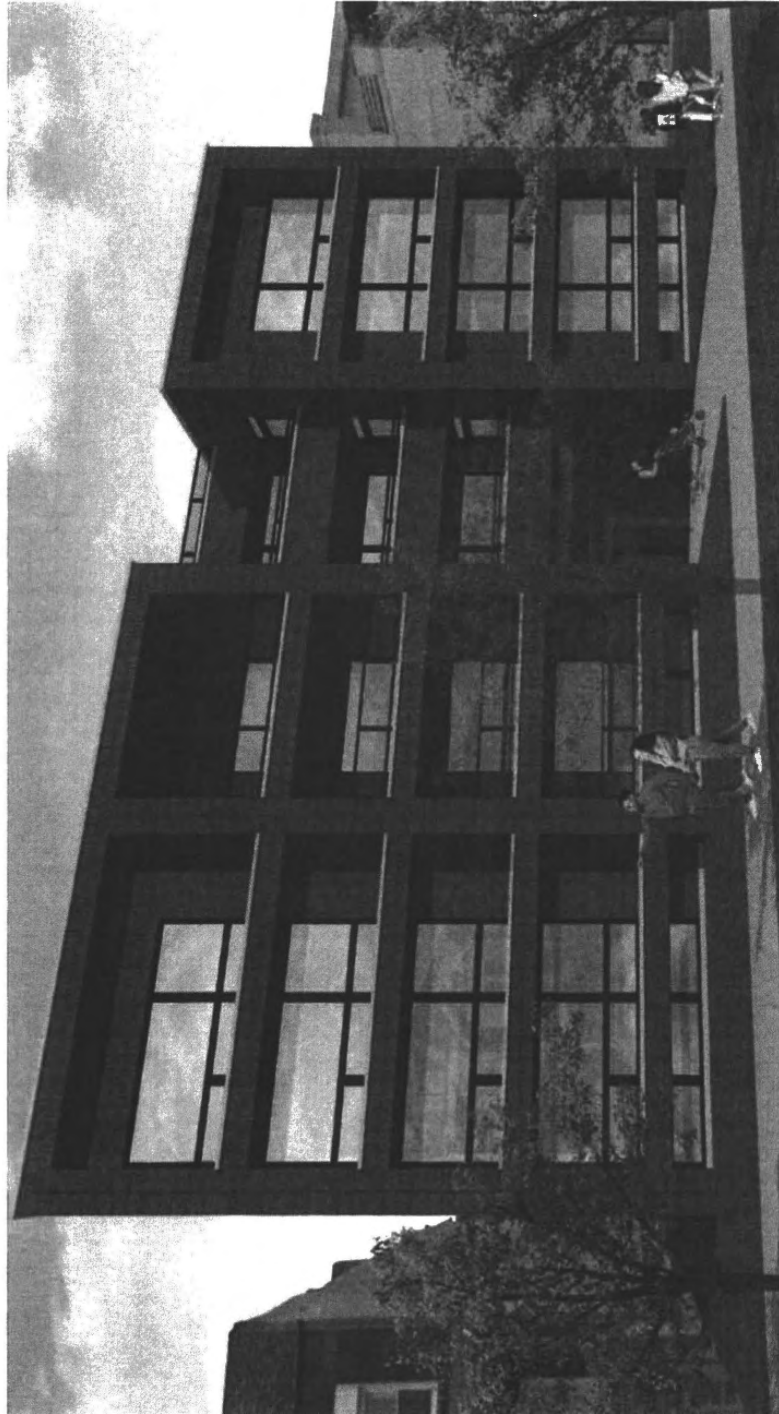


Exhibit "B".

*Renderings And Site Plan.
(Page 3 of 3)*



CONVEYANCE OF VACANT CITY-OWNED PARCELS AT VARIOUS LOCATIONS TO NEIGHBORSPACE TO ASSIST IN DEVELOPMENT OF COMMUNITY GARDEN SPACE INCLUDING ACQUISITION OF 24 ADDITIONAL PARCELS FROM COOK COUNTY LAND BANK AUTHORITY ALONG E. 134TH PL. AND E. 134TH ST. IN LAND BANKING AGREEMENT AMONG PARTIES.

[SO2024-0011039]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Commissioner of Planning and Development for the sale of vacant City-owned parcels at 617 -- 641 East 134th Street and 604 -- 608 East 134th Place, 628 -- 636 East 134th Place, 644 -- 648 East 134th Place and 656 -- 660 East 134th Place to NeighborSpace to assist in development of "134th PL Community Managed Open Space" including acquisition of twenty-four additional parcels from Cook County Land Bank Authority along East 134th Place and East 134th Street in Land Banking Agreement among parties (10th Ward) (SO2024-0011039), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed substitute ordinance transmitted herewith.

The recommendation was passed as substitute by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, On May 20, 1998, the City Council adopted the comprehensive plan entitled "CitySpace: An Open Space Plan for Chicago", published at pages 69309 -- 69311 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal"), which found there is a lack of sufficient open space in the City for recreational and aesthetic uses and which established goals and objectives for increasing open space in the City; and

WHEREAS, By the adoption of the CitySpace Plan, the City Council found that the establishment of additional public open space and parkland contributes to the general health, safety, and welfare of City residents; and

WHEREAS, On January 16, 1997, in furtherance of the CitySpace Plan, the City, the Chicago Park District and the Forest Preserve District of Cook County entered into an intergovernmental agreement to establish NeighborSpace, a not-for-profit corporation, to address the lack of sufficient open space in the City for recreational and aesthetic uses (the "NeighborSpace IGA"); and

WHEREAS, The NeighborSpace IGA has been extended and re-executed, most recently with an effective date of January 1, 2021 and extending for an additional five (5) year term; and

WHEREAS, On May 29, 1996, NeighborSpace was incorporated as an Illinois not-for-profit corporation, exclusively for charitable, scientific and educational purposes, including, but not limited to, the preservation of open space and parks within the City; and

WHEREAS, The City owns sixteen (16) vacant parcels of real property located at 617 -- 641 East 134th Street and 604 -- 608, 628 -- 636, 644 -- 648 and 656 -- 660 East 134th Place, Chicago, Illinois, which are identified by Property Index Number ("PIN") in Exhibit A which is attached and incorporated, consisting of approximately 1.9 acres located in the Riverdale Community Area (the "City Property"); and

WHEREAS, The Cook County Land Bank Authority, an agency of Cook County, a body politic and corporate (the "CCLBA") owns twenty-four (24) vacant parcels of real property located adjacent to the City Property at 479 and 645 East 134th Street and 612, 624, 640, 652, 627 -- 647, 655, 701 -- 705, 713 -- 729, 737-- 749, 761 -- 771 East 134th Place, Chicago, Illinois, which parcels are identified in Exhibit B which is attached and incorporated (the "CCLBA Property") (together with the City Property the "Property"); and

WHEREAS, July 7, 2023, the City entered into a Land Banking Agreement with CCLBA dated for the purpose of assisting NeighborSpace with the purchase of the CCLBA Property ("Land Banking Agreement"); and

WHEREAS, Consistent with the provisions of the Land Banking Agreement, CCLBA and NeighborSpace entered into a Purchase Sale Agreement dated July 7, 2023 which was amended by agreement on May 20, 2024 (as amended, the "PSA"), pursuant to which the CCLBA agreed to sell and NeighborSpace agreed to purchase the CCLBA Property; and

WHEREAS, The City intends to convey the City Property to NeighborSpace for the purchase price of One Dollar (\$1.00) per parcel, which NeighborSpace will assemble with the CCLBA Property, and own and operate the Property for the development of public open space and community farming and garden plots, as depicted in the site plan which is attached and incorporated as Exhibit C (the "Project"); and

WHEREAS, Public notices advertising DPD's intent to sell the City Property to NeighborSpace appeared on the City of Chicago's online portal ChiBlockBuilder.com beginning on April 16, 2024 and continued for approximately three months; and

WHEREAS, By Resolution Number 24-031-21 adopted on June 20, 2024 the Chicago Plan Commission approved the disposition of the City Property, and by Resolution Number 24-033-21, also adopted June 20, 2024, approved the acquisition of the CCLBA Property by the City if NeighborSpace is unable to take title to the CCLBA Property in a timely manner; and

WHEREAS, The Board of Directors of NeighborSpace approved the acquisition of the City Property on October 1, 2019; and

WHEREAS, After the transfer of the Property to NeighborSpace, NeighborSpace will own and manage the Property with input from its community partners; and

WHEREAS, NeighborSpace has met and discussed the Project with community organizations including: Riverdale Community Land Trust, Altgeld Murray Homes Alumni Inc., Golden Gate Homeowners Association, People for Community Recovery and The Underground Railroad Station; and

WHEREAS, NeighborSpace has executed a Memorandum of Understanding with Riverdale Community Land Trust capturing the commitments made to the community during the meetings and discussions; and

WHEREAS, Since prior uses of the Property resulted in deposits of regulated substances on it, NeighborSpace has agreed, if deemed necessary by the Commissioner of Fleet and Facility Management ("Commissioner of 2FM"), to enroll the Property in the Site Remediation Program ("SRP") of the Illinois Environmental Protection Agency ("IEPA"), and to complete all remediation necessary to obtain a comprehensive residential "No Further Remediation" letter approving the use of the Property for the construction, development and operation of the Project; and

WHEREAS, Using duly appropriated funds, including the proceeds from Chicago Recovery Plan bonds, the City intends to grant funds to NeighborSpace in an amount not to exceed \$5,000,000 for the development of the Project subject to duly authorized grant and redevelopment agreements ("Grant Funding Agreements"); now, therefore,

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

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

SECTION 2. The City hereby approves the conveyance of the City Property to NeighborSpace in its "as is" condition for the sum of One Dollar (\$1.00) per parcel.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, and the Corporation Counsel is authorized to deliver a quitclaim deed ("Deed") conveying the City Property to NeighborSpace. The Deed shall include the following covenants running with the land, subject to approval of the Corporation Counsel:

- NeighborSpace shall accept the City Property as is with no warranties or representations regarding its condition.
- NeighborSpace shall use, or permit the use, of the Property as open space only, including, without limitation, as a community garden.
- NeighborSpace shall comply with the Grant Funding Agreements.
- To the extent required by the Commissioner of 2FM, NeighborSpace shall take all actions to enroll the Property in the SRP, and to obtain 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.
- A release of claims against the City related to the Project and the environmental condition of the City Property.
- An indemnification and hold harmless of the City for claims related to the Project and the use of the City Property by NeighborSpace.

SECTION 4. In the event that the CCLBA Property is not conveyed to NeighborSpace pursuant to the PSA in a timely manner that the Commissioner deems necessary for the success of the Project, then the Commissioner shall be authorized to accept on behalf of the City a conveyance of the CCLBA Property as provided in the Land Banking Agreement. Upon such acceptance, the authority for the conveyance of the City Property to NeighborSpace in Sections 2 and 3 shall be terminated.

SECTION 5. The Commissioner of DPD, or a designee of the Commissioner, is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such agreements and instruments and take such other actions 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 or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 6. To the extent that any ordinance, resolution, rule, order, or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 7. This ordinance shall be in full force and effect from and after the date of its passage and approval.

[Exhibit "C" referred to in this ordinance printed
on page 28474 of this *Journal*.]

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

Exhibit "A".

Identification Of City Property.
(Subject To Final Survey And Title Commitment)

Number	Address	PIN
1	628 East 134 th Place	25-34-403-033-0000

Number	Address	PIN
2	636 East 134 th Place	25-34-403-035-0000
3	621 East 134 th Street	25-34-403-005-0000
4	633 East 134 th Street	25-34-403-008-0000
5	632 East 134 th Place	25-34-403-034-0000
6	644 East 134 th Place	25-34-403-037-0000
7	608 East 134 th Place	25-34-403-057-0000
8	648 East 134 th Place	25-34-403-038-0000
9	641 East 134 th Street	25-34-403-010-0000
10	617 East 134 th Street	25-34-403-004-0000
11	656 East 134 th Place	25-34-403-040-0000
12	637 East 134 th Street	25-34-403-009-0000
13	604 East 134 th Place	25-34-403-053-0000
14	658 East 134 th Place	25-34-403-041-0000
15	625 East 134 th Street	25-34-403-006-0000
16	629 East 134 th Street	25-34-403-007-0000

Exhibit "B".

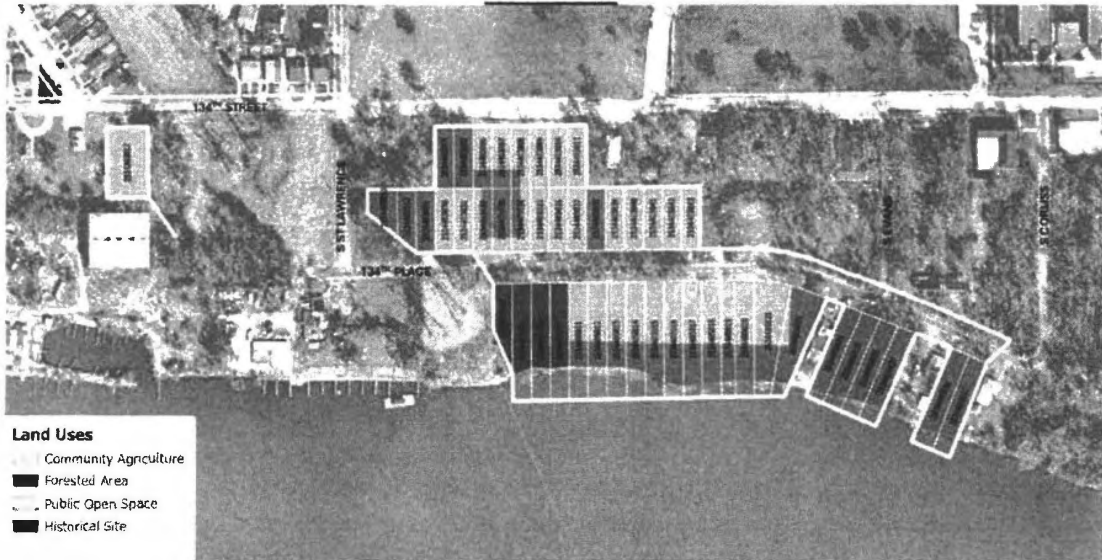
Identification Of CCLBA Property.
 (Subject To Final Survey And Title Commitment)

Number	Address	PIN
1	627 East 134 th Place	25-34-405-048-0000
2	640 East 134 th Place	25-34-403-036-0000
3	652 East 134 th Place	25-34-403-039-0000
4	645 East 134 th Street	25-34-403-011-0000

Number	Address	PIN
5	612 East 134 th Place	25-34-403-029-0000
6	624 East 134 th Place	25-34-403-032-0000
7	631 East 134 th Place	25-34-405-008-0000
8	713 East 134 th Place	25-34-405-019-0000
9	723 East 134 th Place	25-34-405-021-0000
10	729 East 134 th Place	25-34-405-022-0000
11	737 East 134 th Place	25-34-405-024-0000
12	741 East 134 th Place	25-34-405-025-0000
13	745 East 134 th Place	25-34-405-026-0000
14	749 East 134 th Place	25-34-405-027-0000
15	761 East 134 th Place	25-34-405-030-0000
16	771 East 134 th Place	25-34-405-031-0000
17	635 East 134 th Place	25-34-405-009-0000
18	639 East 134 th Place	25-34-405-010-0000
19	643 East 134 th Place	25-34-405-011-0000
20	647 East 134 th Place	25-34-405-012-0000
21	655 East 134 th Place	25-34-405-014-0000
22	701 East 134 th Place	25-34-405-016-0000
23	705 East 134 th Place	25-34-405-017-0000
24	479 East 134 th Street	25-34-303-017-0000

Exhibit "C".

Site Plan.



TRANSFER OF CITY-OWNED PROPERTY AT 4110 W. MONROE ST. TO SAINT MICHAEL MISSIONARY BAPTIST CHURCH FOR CONTINUED USE AS CHURCH PARKING LOT.

[O2025-0016727]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Planning and Development for the transfer of City-owned property at 4110 West Monroe Street to Saint Michael Missionary Baptist Church for continued use as church parking lot (28th Ward) (O2025-0016727), 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the property located at 4110 West Monroe Street, Chicago, Illinois, 60624, in West Garfield Park, which is legally described on Exhibit A attached hereto (the "City Property"); and

WHEREAS, The City Property is comprised of two lots located at the southwest corner of West Monroe Street and South Karlov Avenue; and

WHEREAS, Saint Michael Missionary Baptist Church ("Grantee") is the owner of nineteen (19) lots to the west and immediately adjacent to the City Property on West Monroe Street (the "Church Property"); and

WHEREAS, In 2002, Grantee obtained a building permit to construct a new church and parking lot on the Church Property and the City Property; and

WHEREAS, The Grantee mistakenly believed it owned the City Property; and

WHEREAS, The City Property has been a part of the existing paved, landscaped and enclosed parking lot serving the church for over 20 years; and

WHEREAS, Grantee has periodically reached out to the City about the ownership of the City Property; and

WHEREAS, The market value of the City Property based on a market value assessment dated March 19, 2025, is \$18,513 ("Market Value"); and

WHEREAS, The City desires to transfer the City Property to Grantee for continued use as a church parking lot, and the Grantee has agreed to purchase the City Property for 10 percent of its Market Value or \$1,851 ("Purchase Price"); 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 City Council hereby approves the sale of the City Property to Grantee or Grantee Entity (as hereafter defined) in its "as is" condition for the Purchase Price.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed in substantially the form attached hereto as Exhibit B ("Deed") conveying the City Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which is comprised of the same principal parties (each, a "Grantee Entity").

SECTION 4. The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, 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 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. 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 Survey And Title Commitment)

Legal Description:

Lots 47 and 48 in Block 2 in W. M. Derby's Subdivision of the northeast quarter of the northeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4110 West Monroe Street
Chicago, Illinois 60624.

Property Index Number:

16-15-202-038-0000.

Exhibit "B".

Form Of Deed.

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City Of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$1,851, conveys and quitclaims all interest in the real property legally described and identified on (Sub) Exhibit A attached hereto (including any improvements located thereon, the "Property"), pursuant to an ordinance adopted by the City Council of the City on _____, 2025, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Saint Michael Missionary Baptist Church, an Illinois not-for-profit corporation ("Grantee"), which has a business address of 4106 West Monroe Street, Chicago, Illinois 60624.

Without limiting the quitclaim nature of this deed ("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. **Use Restriction; No Construction.** Grantee acknowledges and agrees that the City is conveying the Property for use as a surface parking lot only, and that no other use is permitted without the City's prior review and written approval. The City shall have the right to exercise all remedies available at law and in equity for violation of this use restriction and may record a notice of default against the Property if Grantee fails to obtain the Department's prior written approval prior to commencing construction of an alternative use.
2. **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.

- 3. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

- 4. 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.

- 5. 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:

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 _____, 2025.

Notary Public

[(Sub) Exhibit "A" referred to in this Form of Deed
constitutes Exhibit "A" to ordinance and
is printed on page 28477
of this *Journal*.]

FIRST AMENDMENT TO LEASE AGREEMENT WITH TCB-KEDZIE LLC FOR USE OF CITY-OWNED PROPERTY AT 4770 S. KEDZIE AVE.

[O2025-0016733]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, May 16, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on May 14, 2025 and to which was referred an ordinance from the Department of Fleet and Facility Management for the renewed and amended lease agreement with TCB-Kedzie LLC

for City use of property at 4770 South Kedzie Avenue (14th Ward) (O2025-0016733), 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 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through its Department of Fleet and Facility Management ("2FM"), entered into Lease Number 14183 dated January 26, 2016 (the "Agreement" (Exhibit A)) with Kedzie Plaza I LLC, an Illinois limited liability company ("Original Landlord") pursuant to which the City leased approximately 8,000 square feet of ground floor office space located at 4770 South Kedzie Avenue, Chicago, Illinois; and

WHEREAS, The City currently leases the premises from Landlord which serves as a "Neighborhood Payment Center" for the Department of Finance; and

WHEREAS, The Original Landlord sold the property to TCB-Kedzie LLC, an Illinois limited liability company ("Landlord"); and

WHEREAS, The term of the Agreement expired on June 30, 2025 ("Term"); and

WHEREAS, The City and the Landlord have performed since June 30, 2025 as if the Agreement had not expired; and

WHEREAS, The City and the Landlord desire to extend the Term through June 30, 2035; and

WHEREAS, A comprehensive survey of the Premises was conducted on June 5, 2023, and the survey's findings identified certain deficiencies within facility maintenance and ADA accessibility compliance; and

WHEREAS, The Landlord, at its sole cost, must remedy those deficiencies prior to lease renewal, or in the alternative, the City will be permitted to remedy those deficiencies and deduct its associated costs from rent payments; and

WHEREAS, The Department of Fleet and Facility Management ("2FM") has determined that it is necessary to extend the Term of the Agreement to June 30, 2035, so the City can continue to use the Premises for a Neighborhood Payment Center; 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 2FM Commissioner (the "Commissioner") or a designee of the Commissioner are hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Agreement ("Amendment"), in substantially the form attached hereto as Exhibit A, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Amendment, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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

Exhibit "A".
(To Ordinance)

First Amendment To Lease No. 14183 With TCB-Kedzie LLC.

This First Amendment to Lease Number 14183 ("First Amendment") is made effective as of _____, 2025 (the "Effective Date"), by and between the City of Chicago, an Illinois Municipal Corporation and Home Rule Unit of Government (hereinafter referred to as "City" or "Tenant"), and TCB-Kedzie LLC, an Illinois limited liability company (hereinafter referred to as "Landlord"); and

Whereas, Tenant and Landlord are parties to that certain Lease Number 14183 dated January 26, 2016 (the "Agreement") for which Tenant leased approximately 8,000 square feet of ground floor office space located at 4770 South Kedzie Avenue, Chicago, Illinois ("Premises"); and

Whereas, Tenant and Landlord desire to renew and modify the terms of the Agreement, as more specifically set forth below;

Now, Therefore, In consideration of the mutual covenants and agreements of the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant and Landlord agree as follows:

1. **Defined Terms.** All capitalized terms used in this First Amendment shall have the same meaning given to said terms in the Agreement, unless otherwise expressly provided herein.

2. **Term.** Section 2 of the Agreement is hereby amended to replace "June 30, 2025" with "June 30, 2035".

3. **Ratification Of Prior Payments And Responsibilities.** Tenant and Landlord acknowledge that all monthly payments continued to be promptly paid to the Landlord after the expiration of the Agreement. Tenant and Landlord further acknowledge that Tenant and Landlord have continued to perform in accordance with the terms of the Agreement after its expiration.

4. **Rent.** Section 3.1 (Rent) is amended to include subsections (k) through (u), which read as follows:

k) From June 30, 2025 to the day immediately preceding the Effective Date the monthly rent shall be \$18,701.75;

l) From the Effective Date through June 30, 2026, the monthly rent shall be \$21,333.33;

m) From July 1, 2026 through June 30, 2027, the monthly rent shall be \$21,973.33;

- n) From July 1, 2027 through June 30, 2028, the monthly rent shall be \$22,632.53;
- o) From July 1, 2028 through June 30, 2029, the monthly rent shall be \$23,311.51;
- p) From July 1, 2029 through June 30, 2030, the monthly rent shall be \$24,010.85;
- q) From July 1, 2030 through June 30, 2031, the monthly rent shall be \$24,731.18;
- r) From July 1, 2031 through June 30, 2032, the monthly rent shall be \$25,473.12;
- s) From July 1, 2032 through June 30, 2033, the monthly rent shall be \$26,237.31;
- t) From July 1, 2033 through June 30, 2034, the monthly rent shall be \$27,024.43;
and
- u) From July 1, 2034 through June 30, 2035, the monthly rent shall be \$27,835.16.

5. Rental Payments. The last paragraph of Section 3.1 (Rent) is amended and restated to read as follows: "Rent shall be paid to Kedzie Plaza I LLC, in care of Learsi & Co., Inc., 3100 Dundee Road, Suite 308, Northbrook, Illinois 60062, or at such other place as Landlord may designate in writing to Tenant."

6. Notice. Landlords address for notice purposes, as set forth in Section 10 (Miscellaneous) is amended to: TCB-Kedzie LLC, in care of Newport Capital Partners, 353 North Clark Street, Suite 3625, Chicago, Illinois 60654.

7. Site Improvements. Landlord, at Landlord's sole cost and expense shall perform the following services and make the following improvements to the Premises. All improvements, fixtures and rehabilitation work must comply with all Laws, including the Americans with Disabilities Act of 1990, as amended, and the rules and regulations promulgated pursuant to it:

- a. Install a new kitchenette countertop;
- b. Insulate the water pipes in public restrooms;
- c. Lower the check writing surface area so that the accessible work surface is between 28 inches and 34 inches above the floor;
- d. Install an automatic door opener to allow for accessible entry at the front door;
- e. Adjust the running slope of the ramp in the rear egress of the Premises to be less than 8.33 percent;

- f. Enclose areas above cashier stations and area in front of cashier so that there is only enough space for payments and documents to be submitted;
- g. Adjust or replace cashier window to make it higher from the floor to prohibit people from jumping over it and entering the cashiering area;
- h. Install thicker glass between cashiers and customers, preferably bulletproof. Remove the security guard station and replace the floor tile in that area with floor tile that matches the flooring in the rest of the Premises;
- i. Create a second exit in cashier section to the back hallway exit through the current parking enforcement aide space;
- j. Install a push bar on the back exit door;
- k. Add a timer or photocell to lights in the parking lot so they come on before dusk in the fall and winter months;
- l. Increase foot patrol security during business hours to address panhandling, loitering, and soliciting;
- m. Install new public restrooms with automatic flushing toilets and automatic hand dryers. Repair plumbing system to remediate drainage and sewer gas backup. Install adequate exhaust ventilation in all bathrooms, but especially the public men's restroom. Install new bathroom partitions that lock. Install new bathroom sinks. Install baby changing stations in each bathroom;
- n. Install new floor tile in lobby, cashier area, and lounge;
- o. Remove carpet from second lounge and replace with tile. Also remove elevated steps;
- p. Remove all blinds;
- q. In the kitchenette, replace with new refrigerator, microwave, sink, light switch and vent covers;
- r. Perform HVAC vent cleaning within 12 months of executing the First Amendment;
- s. Rod floor drains and sewer lines to the street as needed for the term of the Agreement; and
- t. Perform pest control services for gnats.

If Landlord does not make these Site Improvements, City may make the Site Improvements and deduct the cost from the Rent.

8. Insurance Requirements. The insurance requirements set forth in Sections 6.1 and 6.2 (Insurance and Indemnification) are amended and restated as set forth in (Sub)Exhibit A.

9. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10. Entire Agreement. The Agreement, as modified by this First Amendment, embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

11. Incorporation Of Amendment. Landlord and Tenant hereby agree that: (a) this First Amendment is incorporated into and made a part of the Agreement; and (b) any and all references to the Agreement hereinafter shall include this First Amendment.

12. Reaffirmation Of Lease Agreement. Except as provided in this First Amendment, the terms of the Agreement are hereby ratified and confirmed and the parties agree that the provisions contained therein are in full force and effect, as amended hereby, as of the date hereof.

In Witness Whereof, Tenant and Landlord have executed this First Amendment as of the Effective Date.

Tenant:

City of Chicago, an Illinois municipal corporation

By: _____
Julie Hernandez-Tomlin,
Department of Fleet and Facility
Management

Landlord:

TCB-Kedzie LLC, an Illinois limited liability company

By: _____

Print Name _____

Title _____

(Sub)Exhibit "A" referred to in this First Amendment to Lease Number 14183 with TCB-Kedzie LLC reads as follows:

(Sub)Exhibit "A".
(To First Amendment To Lease No. 14183 With TCB-Kedzie LLC)

Insurance Requirements.

6.1 Insurance. Landlord shall, at its sole expense, procure and maintain, or cause to be procured and maintained, during the Term of this Agreement and on any earlier date Landlord or its contractors are permitted to enter onto the Premises, and until each and every obligation of Landlord contained in this Agreement has been fully performed (including any time period following the expiration or termination date if Landlord is required to return to the Premises and perform any additional work), the following coverages and minimum limits of insurance, insuring all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois. For the purposes of this (Sub)Exhibit A, the term "contractors" shall also include Landlord's contractors that occupy the Premises:

(a) Workers' Compensation And Employers' Liability Insurance.

Landlord shall be insured (and shall require that each of its contractors and subcontractors are insured) against liability for workers' compensation and employers' risk as prescribed by applicable Law before commencing the performance of any Work on or about the Premises or otherwise in relation to this Agreement. A waiver of subrogation in favor of City is required.

(b) Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability insurance, insuring against any and all liability of the City and Landlord including, without limitation, coverage for Premises and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage and Personal Injury, with limits of not less than \$5,000,000 Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance will insure the performance by Landlord of the indemnity agreement as to liability for injury to or death of persons and damage to property set forth in Section 11 of this Agreement. Such insurance will be noncontributing with any insurance which may be carried by the City and will contain a provision that City, although named as an insured, will nevertheless be entitled to recover under the policy for any loss, injury or damage to

the City, its agents and employees, or the property of such persons. Such insurance policy shall include a Severability of Interest or Cross Liability clause such as: "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability". The City of Chicago, its employees, elected officials, agents and representatives are to be named as additional insureds on a primary, noncontributory basis for any liability arising directly or indirectly from the Agreement.

(c) Automobile Liability Insurance (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with Work to be performed, Landlord shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and property damage.

(d) Coverage Of The Premises.

Insurance policies insuring against loss or damage to the Premises, in an amount consistent with what a prudent operator of a comparable property would carry providing replacement cost coverage for perils typically insured against in an Illinois standard form fire insurance policy, which in no event shall be less than those perils covered by ISO Causes of Loss -- Special Form property insurance (formerly known as "All-Risk"). The replacement cost of the Premises shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. The policy shall list the City of Chicago as an additional insured and loss payee.

(e) All Risk Builders Risk Insurance.

Before commencing any construction, including improvements, betterments or repairs, Landlord shall provide All Risk Builders Risk Insurance, at replacement cost, for all materials, supplies, equipment, machinery and fixtures that are or will be part of the building. Coverage shall include but not be limited to the following: right to partial occupancy, earth movement, flood including surface water backup and sewer backup and seepage, vandalism and malicious mischief. The City of Chicago shall be named as an additional insured and loss payee. Said insurance shall remain in full force and effect until the improvements shall have been completed and fully insured as provided in this (Sub)Exhibit A. For the avoidance of doubt, Landlord shall have no obligation to maintain All Risk Builders Risk Insurance during any period which there is no construction being performed on the Premises.

6.2 Other Terms Of Insurance.

(a) Landlord will furnish the City of Chicago, Department of Fleet and Facility Management, Office of Real Estate Management, 2 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Landlord shall submit evidence on insurance prior to the occupancy of the Premises. The receipt of any certificates 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 City to obtain certificates or other evidence of insurance from Landlord shall not be deemed to be a waiver by the City. Landlord shall advise all insurers of the provisions in this Agreement regarding insurance. Nonconforming insurance shall not relieve Landlord of its obligation to provide insurance as specified herein.

(b) The insurer shall provide the City prior written notice of at least sixty (60) days if the insurer elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage.

(c) Any and all deductibles or self-insured retentions on referenced insurance coverages shall be borne by Landlord.

(d) To the maximum extent permitted by Law, and notwithstanding anything to the contrary contained in this Agreement, Landlord hereby releases the City and its officers, employees and agents from any and all liability or responsibility (to Landlord or anyone claiming through or under Landlord by way of subrogation or otherwise) for any loss or damage to the extent that such loss or damage is covered, or is required to be covered under this Agreement, even if such loss or damage is caused by the fault or negligence of the City or anyone for whom the City may be responsible. Landlord will notify its insurers of this Agreement. For clarity, and without limiting the foregoing, all loss or damage resulting from risks that Landlord is required or has elected to insure shall be subject to this waiver of subrogation.

(e) Landlord expressly understands and agrees that any coverages and limits furnished by Landlord shall in no way limit Landlord's liabilities and responsibilities specified within this Agreement or by law.

(f) Landlord expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by Landlord under this Agreement.

(g) The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

(h) The City of Chicago, Department of Finance, Office of Risk Management, maintains the right at any time during the Term of this Agreement to change the amounts and types of insurance required hereunder.

(i) If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancies outside this Agreement, Landlord shall give the City prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in Landlord's best judgment may diminish the protection such insurance affords the City. Landlord shall further take immediate steps to restore such aggregate limits or shall provide other insurance protections for such aggregate limits.

(j) Landlord shall be responsible for all loss or damage to Landlord's Personal Property (including but not limited to materials, equipment, tools and supplies).

(k) Landlord's failure to procure or maintain required insurance shall constitute a material breach of this Agreement under which the City may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance to protect its interest and pay and all premiums in connection therewith, and recover all monies so paid from Landlord. If the City elects to terminate this Agreement, Landlord agrees to promptly cease all operations and activities under this Agreement and to peacefully surrender the Premises.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-4-331 OF MUNICIPAL CODE TO PROHIBIT SALE OF CANNABINOID HEMP PRODUCTS IN BELMONT CRAGIN-HERMOSA RESIDENTIAL AREA.

[O2025-0016755]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Felix Cardona (which was referred on April 16, 2025) to amend Chapter 4-4 of the Municipal Code of Chicago prohibiting sale of cannabinoid hemp products within the Belmont Cragin-Hermosa Area, 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs, including the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, The Agriculture Improvement Act of 2018 -- commonly known as the 2018 Farm Bill -- legalized, but did not regulate, certain cannabinoid hemp products; and

WHEREAS, This lack of regulation has led to a proliferation of retailers selling essentially unregulated psychoactive cannabis, often containing significant quantities of delta-8 and delta-9 THC, with no safety regulations such as minimum age limits, testing, or truth in labeling requirements; and

WHEREAS, The unregulated products are often packaged and marketed in ways that are appealing or targeted to minors, with minors comprising over 40 percent of all hemp-related poisonings nationwide, despite making up just 22 percent of the population; and

WHEREAS, Within the communities in and around the Hermosa Community Areas, minors make up nearly a quarter of all residents, and within the Belmont Cragin Community Area, minors make up over quarter of all residents; and

WHEREAS, In order to protect the health and safety of our residents, particularly our minors, the City Council desires to prohibit the sale of such unregulated cannabinoid hemp products in and around the Belmont-Cragin and Hermosa neighborhoods; 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. Section 4-4-331 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by inserting the language underscored, as follows:

4-4-331 Cannabinoid Hemp Products -- Prohibited Areas.

(a) As used in this section:

“Belmont Cragin-Hermosa Residential Area” means that portion of the City bounded as follows: beginning at the intersection of Major Avenue and Belmont Avenue; thence east on Belmont Avenue to Long Avenue; thence south on Long Avenue to Barry Avenue; thence east on Barry Avenue to Leclaire Avenue; thence north on Leclaire Avenue to Fletcher Street; thence west on Fletcher Street to Laramie Avenue; thence north on Laramie Avenue to Melrose Street; thence west on Melrose Street to Long Avenue; thence north on Long Avenue to Henderson Street; thence east on Henderson Street to Lockwood Avenue; thence north on Lockwood Avenue to Addison Street; thence east on Addison Street to Cicero Avenue; thence south on Cicero Avenue to Belmont Avenue; thence east on Belmont Avenue to Milwaukee Avenue; thence southeast on Milwaukee Avenue to Lawndale Avenue; thence southwest on Lawndale Avenue to Hamlin Avenue; thence south on Hamlin Avenue to Diversey Avenue; thence west on Diversey Avenue to Pulaski Road; thence south on Pulaski Road to Fullerton Avenue; thence west on Fullerton Avenue to Karlov Avenue; thence south on Karlov Avenue to the alley south of Fullerton Avenue; thence west along such alley to Keeler Avenue; thence south on Keeler Avenue to

Belden Avenue; thence west on Belden Avenue as extended to the Chicago North Western Railroad; thence north along such railroad to Fullerton Avenue; thence west on Fullerton Avenue to Kenton Avenue; thence south on Kenton Avenue to Belden Avenue; thence west on Belden Avenue to Lockwood Avenue; thence north on Lockwood Avenue to Fullerton Avenue; thence west on Fullerton Avenue to Central Avenue; thence north on Central Avenue to Altgeld Street; thence east on Altgeld Street to Long Avenue; thence north on Long Avenue to Wrightwood Avenue; thence west on Wrightwood Avenue to Central Avenue; thence north on Central Avenue to Diversey Avenue; thence west on Diversey Avenue to Parkside Avenue; thence north on Parkside Avenue to George Street; thence west on George Street to Major Avenue; thence north on Major Avenue to Belmont Avenue.

(Omitted text is unaffected by this ordinance.)

(b) No licensee under this Code or their agent or employee shall possess, sell, offer for sale, give away, barter, exchange, or otherwise furnish on the licensed premises any cannabinoid hemp products, or engage in an act of concealment of cannabinoid hemp products on any licensed premises, within the Belmont Cragin-Hermosa Residential Area, the Midway Residential Area, or the Lake Calumet Residential Area.

(c) Except as otherwise provided in this Code, any person who violates any of the requirements of this section or any rule or regulation promulgated thereunder shall be fined not less than \$2,000.00 nor more than \$5,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

(d) Any violation of this section or any rule or regulation promulgated thereunder may result in license suspension or revocation in accordance with the requirements of Section 4-4-280.

SECTION 3. This ordinance shall take effect 60 days after passage.

AMENDMENT OF TITLE 4 OF MUNICIPAL CODE BY MODIFYING CHAPTERS 4-6, 4-13 AND 4-14 REGARDING SHORT-TERM, SHARED HOUSING AND VACATION RENTALS.

[SO2024-0013637]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Bennet Lawson (which was referred on October 30, 2024) to amend Chapter 4-6, 4-13, and 4-14 regarding short-term, shared housing and vacation rentals, 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-13-240 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-13-240 Data And Reports -- Required.

(a) Departmental Report -- Required. Each licensee under this Article II shall submit to the Department; ~~every two months,~~ a monthly report, in a form approved by the Commissioner, that contains the following information about each of the short-term residential rentals listed through the intermediary's platform during the applicable reporting period: (i) the total number of short-term residential rentals listed on the platform during the applicable reporting period; (ii) the license or registration number of each short-term residential rental listed on the platform during the applicable reporting period; (iii) the address, including the unit number if applicable, of each short-term residential rental listed on the platform during the applicable reporting period; (iv) the exact number of nights that each short-term residential rental listed on the platform was rented to guests during the applicable reporting period; (v) the amount of rent paid by guests in connection with the rental of each short-term residential rental listed on the platform during the applicable reporting period; (vi) the total amount of tax paid by the intermediary to the city under Section 3-24-030 in connection with the rental of each short-term residential rental listed on the platform during the applicable reporting period; ~~and~~ (vii) a cumulative tally to date of the number of nights that each short-term residential rental listed on the platform is booked for rental during the remaining months of the applicable calendar year; (viii) a current telephone number for the host and local contact person, as applicable, for each short-term residential rental listed on the platform during the applicable reporting period; and (ix) the ward in which each short-term residential rental is located.

(Omitted text is unaffected by this ordinance.)

(c) Aldermanic Report -- Required. ~~Each licensee under this Article II shall have a duty to~~ The Department shall submit to each alderman ~~and to the Department, every two months,~~ a quarterly report, in a form approved by the Commissioner, that contains, on a ward specific basis for the respective ward, the following for each of the short term residential rentals included on any reports submitted under subsection (a) of this section during the applicable reporting period: (1) the information set forth in items (i) through (vii) of subsection (a) of this section; (2) the number and type of all citations, violations, or other disciplinary actions during the applicable reporting period; and (3) whether any Commissioner's adjustments have been authorized pursuant to Section 4-14-100, about each of the short term residential rentals listed on the intermediary's platform during the applicable reporting period.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-13-260 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-13-260 Ineligibility -- Listing On Platform By A Provider Prohibited When.

(a) Conditions Of Ineligibility For Listing. A short term residential rental shall be ineligible for registration with the Department as a shared housing unit or for licensure as a bed-and-breakfast establishment or vacation rental, and shall not be listed by a provider on a platform, under the following conditions:

(Omitted text is unaffected by this ordinance.)

~~(7) Rental Caps Exceeded. If the short term residential rental is a shared housing unit, when Unlawful Or Prohibited Acts. When any unlawful or prohibited act set forth in Section 4-6-290(g)(2) -- (3), Section 4-6-300(g)(4), (5), (7), or (8), Section 4-14-050, or Section 4-14-060, as applicable, occurs; or~~

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 4-14-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-14-020 Shared Housing Unit Registration -- Registration Fee -- Required.

(Omitted text is unaffected by this ordinance.)

(b) Registration Application -- Form And Contents. The registration application required under subsection (a)(1) of this section shall be in a form and manner prescribed by the commissioner, and shall be accompanied by the following information:

(Omitted text is unaffected by this ordinance.)

(5) whether the dwelling unit identified in the registration application is the shared housing host's primary residence, and, if the applicant is the owner of such dwelling unit, evidence of a Cook County homeowner exemption for such dwelling unit or any other documentation the Department may accept, as established by rule;

(Omitted text is unaffected by this ordinance.)

SECTION 4. Section 4-14-040 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-14-040 Legal Duties.

(a) Descriptive Information On Listing -- Required. Each shared housing host shall include the following information in every listing of a shared housing unit on a platform:

(1) the shared housing host's cancellation and check-in and check-out policies;

(2) a statement on: (i) whether the shared housing unit is wheelchair or ADA accessible; (ii) whether the shared housing unit has any parking availability or restrictions; and (iii) the availability of, or restrictions on, the use of any recreational facilities or other amenities applicable to guests;

(3) a description of the shared housing unit, including the number of sleeping rooms and bathrooms, and whether the entire dwelling unit, or only a portion thereof, is available for rent; and

(4) the maximum occupancy limit under Section 4-14-050(b); and

(5) the registration number assigned by the department to the shared housing unit.

(b) Operating Requirements. Each shared housing host shall comply with the following operating requirements:

(Omitted text is unaffected by this ordinance.)

SECTION 5. Section 4-14-050 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-14-050 Unlawful Acts.

(Omitted text is unaffected by this ordinance.)

(b) Exceeding Maximum Occupancy -- Prohibited. It shall be unlawful for any shared housing host to exceed the maximum occupancy limit of: (i) two persons, not including a guest's children under the age of 18, per guest room within the shared housing unit; or (ii) ~~no more than one person per 125 square feet of floor area of the shared housing unit;~~ or ~~(iii)~~ the actual allowed capacity of the shared housing unit based on the applicable

provisions of the building code, ~~whichever is less~~. As used in this subsection (b), the term "guest room" means a room used or intended to be used for sleeping purposes. The term "guest room" does not include bathrooms, toilet rooms, kitchens, closets, halls, incidental storage or utility spaces, or similar areas. In addition to any other penalty provided by law, any person who violates this subsection (b) shall be subject to a fine of not less than \$5,000.00 nor more than \$10,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense. Upon issuance of a registration number under this chapter, the Commissioner shall notify the shared housing host of the applicable maximum occupancy limit under clause (i) of this subsection.

(Omitted text is unaffected by this ordinance)

SECTION 6. Section 4-6-300 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-6-300 Vacation Rentals.

(Omitted text is unaffected by this ordinance.)

(b) Application -- Additional Information Required. In addition to the requirements set forth in Section 4-4-050, an application for, and, if requested, a renewal of, a regulated business license authorizing the owner of a dwelling unit to rent or lease such dwelling unit as a vacation rental shall be accompanied by the following information:

(Omitted text is unaffected by this ordinance.)

(8) if the dwelling unit is a single-family home, an attestation that such home is the applicant's or licensee's primary residence, and, if the applicant is the owner of such dwelling unit, evidence of a Cook County homeowner exemption for such dwelling unit or any other documentation the Department may accept, as established by rule. Provided, however, that if the owner of the single-family home is on active military duty, the affidavit shall include a statement attesting to such fact and to whether the owner has appointed a designated agent or employee to manage, control and reside in the single-family home during such owner's absence while on military duty. If the single-family home is not the applicant's or licensee's primary residence, an attestation as to whether: (a) the applicable commissioner's adjustment under Section 4-6-300(l) permitting otherwise has been obtained; or (b) the applicant or licensee, as applicable, held a valid vacation rental license, as of June 22, 2016, for the single-family home;

(9) if the dwelling unit is located in a building containing two to four dwelling units, inclusive, an attestation that such dwelling unit: (i) is the applicant's or licensee's primary residence, and, if the applicant is the owner of such dwelling unit, evidence of a Cook County homeowner exemption for such dwelling unit or any other documentation the Department may accept, as established by rule; and (ii) is the only dwelling unit in the building that is or will be used as a vacation rental or shared housing unit, in any combination. Provided, however, that if the owner of the single-family home is on active military duty, the affidavit shall include a statement attesting to such fact and to whether the owner has appointed a designated agent or employee to manage, control and reside in the single-family home during such owner's absence while on military duty. If the dwelling unit is not the applicant's or licensee's primary residence or is not the only dwelling unit in the building that is or will be used as a vacation rental or shared housing unit, in any combination, an attestation as to whether: (a) a commissioner's adjustment under Section 4-6-300(l) permitting otherwise has been obtained, or (b) the applicant or licensee, as applicable, held a valid vacation rental license, as of June 22, 2016, for the dwelling unit;

(Omitted text is unaffected by this ordinance.)

(f) Legal Duties.

(Omitted text is unaffected by this ordinance.)

(4) License Number In Advertisements -- Required. Each licensee engaged in the business of vacation rental shall print or cause the licensee's license number to be printed, in legible type: (i) in every advertisement or listing of any type for any vacation rental that the licensee or the licensee's agent places or causes to be placed in connection with a vacation rental; (ii) on every application for a building permit made by or on behalf of the licensee; and (iii) if the licensee advertises the vacation rental on a primary website established, operated or maintained by such licensee, on such website. Failure to comply with the requirements of this subsection (f)(4) shall create a rebuttable presumption that the business of vacation rental is being operated without a license.

(Omitted text is unaffected by this ordinance.)

(g) Prohibited Acts.

(Omitted text is unaffected by this ordinance.)

(5) Exceeding Maximum Occupancy -- Prohibited. It shall be unlawful for any licensee engaged in the business of vacation rental to exceed the maximum occupancy limit of: (i) two persons, not including a guest's children under the age of 18, per guest room within the vacation rental; or (ii) ~~no more than one person per 125 square feet of floor area of the dwelling unit for which the license is issued; or (iii) the actual allowed capacity of the dwelling unit based on the applicable provisions of the building code, whichever is less.~~ As used in this subsection (g)(5), the term "guest room" means a room used or intended to be used for sleeping purposes. The term "guest room" does not include bathrooms, toilet rooms, kitchens, closets, halls, incidental storage or utility spaces, or similar areas. In addition to any other penalty provided by law, any person who violates this subsection (g)(5) shall be subject to a fine of not less than \$5,000.00 nor more than \$10,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense. Upon issuance of a license under this section, the Commissioner shall notify the licensee of the applicable maximum occupancy limit under clause (i) of this subsection;

(Omitted text is unaffected by this ordinance.)

(h) Vacation Rentals Listed On A Platform. If a vacation rental is listed on any platform, a licensee under this section shall have the following duties:

(Omitted text is unaffected by this ordinance.)

(3) Descriptive Information On Listing -- Required. Such licensee shall include in any listing on such platform(s), the following information about the vacation rental: (A) the licensee's cancellation and check-in and check-out policies; and (B) a statement on: (i) whether the vacation rental is wheelchair or ADA accessible; (ii) whether the vacation rental has any parking availability or restrictions; and (iii) the availability of, or restrictions on, the use of any recreational facilities or other amenities applicable to guests; and (C) a description of the vacation rental, including the number of sleeping rooms, and bathrooms, and the maximum occupancy limits under subsection (g)(5) of this section; and (D) the applicable license number;

(Omitted text is unaffected by this ordinance.)

SECTION 7. This ordinance shall take effect 10 days after passage and publication.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 14.350 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. ARCHER AVE.

[O2025-0016183]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Julia Ramirez (which was referred on April 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (14.350) to allow additional alcoholic liquor licenses on a portion of South Archer 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(14.350) On Archer Avenue, from Spaulding Avenue to Trumbull 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 4-60-022 OF MUNICIPAL CODE BY DELETING
SUBSECTION 20.152 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION OF S. COTTAGE GROVE AVE.

[O2025-0016506]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Jeanette B. Taylor (which was referred on April 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (20.152) to allow additional alcoholic liquor licenses on a portion of South Cottage Grove 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(20.152) On the west side of Cottage Grove Avenue, from Marquette Road to 68th 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 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 11.92 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGED GOODS LICENSES ON PORTION OF S. HALSTED ST.

[O2025-0016734]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Nicole T. Lee (which was referred on April 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (11.92) to allow additional packaged goods licenses on a portion of South Halsted Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(11.92) On Halsted Street, from 33rd Street to 35th 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 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 16.134 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGED GOODS LICENSES ON PORTION OF S. DAMEN AVE.

[O2025-0016748]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Stephanie D. Coleman (which was referred on April 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (16.134) to allow additional packaged goods licenses on a portion of South Damen 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(16.134) On Damen Avenue, from 53rd Street to 55th Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 20.152 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGED
GOODS LICENSES ON PORTION OF S. COTTAGE GROVE AVE.

[O2025-0015979]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Jeanette B. Taylor (which was referred on March 12, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (20.152) to allow additional packaged goods licenses on a portion of South Cottage Grove 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and inserting the language underscored, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(20.152) ~~On the west side of Cottage Grove Avenue, from Marquette Road to 68th Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take full force and effect upon its passage and approval.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 24.35 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGED GOODS LICENSES ON PORTION OF W. ROOSEVELT RD.

[O2025-0016746]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Monique L. Scott (which was referred on April 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (24.35) to allow additional packaged goods licenses on a portion of West Roosevelt Road, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional 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 within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(24.35) On Roosevelt Road, from Independence Boulevard to Pulaski Road.~~

(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 42.605 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGED
GOODS LICENSES ON PORTIONS OF S. STATE ST. AND W. HURON ST.
[O2025-0016742]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Brendan Reilly (which was referred on April 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (42.605) to allow additional packaged goods licenses on portions of South State Street and on West Huron Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and inserting the language underscored, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(42.605) [Reserved]. ~~On the west side of State Street, from Superior Street to Huron Street; and on the north side of Huron Street, from State Street to Dearborn Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take full force and effect upon its passage and approval.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 49.2 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGED GOODS LICENSES ON PORTION OF W. HOWARD ST.

[SO2025-0016479]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Maria E. Hadden (which was referred on April 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (49.2) to allow additional packaged goods licenses on a portion of West Howard Street, 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(49.2) On the south side of Howard Street, from Greenview Avenue to Paulina Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 49.37 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGED GOODS
LICENSES ON PORTION OF N. CLARK ST.

[SO2025-0016476]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Maria E. Hadden (which was referred on April 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (49.37) to allow additional packaged goods licenses on a portion of North Clark Street, 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(49.37) On Clark Street, from Howard Street to Jarvis Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTIONS 4-60-022 AND 4-60-023 OF MUNICIPAL CODE TO
DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGED
GOODS LICENSES ON PORTIONS OF W. ARCHER AVE. AND S. PULASKI RD.

[SO2025-0016579]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Silvana Tabares (which was referred on April 16, 2025) to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor and packaged goods licenses on portions of West Archer Avenue and South Pulaski Road, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Sections 2 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.)

(23.11) On Archer Avenue, from Central Avenue to Menard Avenue.

(Omitted text is unaffected by this ordinance.)

(23.17) On the north side of Archer Avenue, from Narragansett Avenue to Nashville Avenue.

(23.18) On the north side of Archer Avenue, from Nashville Avenue to Oak Park Avenue.

(23.19) On the north side of Archer Avenue, from Oak Park Avenue to Sayre Avenue.

(Omitted text is unaffected by this ordinance.)

(23.238) On Pulaski Road, from 53rd Street to 55th Street.

(23.239) On the east side of Pulaski Road, from 55th Street to 57th Street.

(Omitted text is unaffected by this ordinance.)

(23.549) On Archer Avenue, from the right-of-way of the Belt Railway of Chicago to Cicero.

(23.550) On Archer Avenue, from Laramie Avenue to Long Avenue.

(23.551) On Archer Avenue, from Long Avenue to Central Avenue.

(23.552) On the east side of Pulaski Road, from 61st Street to 63rd Street.

(23.553) On the west side of Pulaski Road, from 70th Street to 71st Street.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(23.237) On Pulaski Road, from 51st Street to 53rd Street.

(Omitted text is unaffected by this ordinance.)

(23.547) On the north side of Archer Avenue, from Narragansett Avenue to Nashville Avenue.

(23.548) On the north side of Archer Avenue, from Sayre Avenue to Harlem Avenue.

(23.549) On Archer Avenue, from Central Avenue to Menard Avenue.

(23.550) On Archer Avenue, from Melvina Avenue to Austin Avenue.

(23.551) On Archer Avenue, from Cicero Avenue to the right-of-way of the Belt Railroad of Chicago.

(23.552) On Archer Avenue, from Laramie Avenue to Cicero Avenue.

(23.553) On the west side of Pulaski Road, from 70th Street to 71st Street.

(23.554) On the east side of Pulaski Road, from 71st Street to Chicago Belt RXR.

(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.

RENEWAL OF EMERGING BUSINESS PERMIT ISSUED TO CYAN ROBOTICS, INC. FOR OPERATION OF PERSONAL DELIVERY DEVICE.

[O2025-0016747]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, May 21, 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 Walter Burnett, Jr. (which was referred on April 16, 2025) to renew the emerging business permit issued to Cyan Robotics, Inc. for operation of personal delivery device, 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 May 13, 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-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Notwithstanding the 2-year limitation or renewal provision in subsection (d) of Section 4-4-022 of the Municipal Code of Chicago ("Code"), the Commissioner of Business Affairs and Consumer Protection is authorized to renew the emerging business

permit issued to Cyan Robotics, Inc. on November 18, 2024, to operate a personal delivery device ("Emerging Business Permit") for an additional two years. The Commissioner may attach conditions to the renewed term of the Emerging Business Permit as provided in 4-4-022(e) of the Code.

Except as otherwise provided in this Section 4 of this ordinance, all applicable provisions of the Code and Rules promulgated thereunder, including Section 4-4-022, shall apply to the renewed Emerging Business Permit.

SECTION 2. On September 21, 2022, the City Council of the City of Chicago passed an Ordinance, referenced as O2022-2365, published on pages 51997 through 51200 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date ("Ordinance"). Section 2 of the Ordinance is hereby amended by inserting the language underscored, as follows:

Section 2. Personal Delivery Devices.

(a) Definitions.

"Commissioner" means the City's Commissioner of Business Affairs and Consumer Protection.

"Personal delivery device" means an electric-powered device that is intended to transport property primarily on areas normally designated for pedestrians.

"Personal delivery device operator" or "operator" means an individual who, through electronic communication, controls, or who monitors and has the ability to control, the movement of a personal delivery device. A "personal delivery device operator" does not include an individual who requests the services of a personal delivery device.

(Omitted text is unaffected by this ordinance.)

(d) Commercial advertisements on personal delivery devices.

(1) The Commissioner is authorized to promulgate rules or provide standards in any given emerging business permit's terms and conditions for commercial advertising on personal delivery devices, which may include an advertising permit application process, general safety standards, and associated fees.

(2) It is unlawful to display any commercial advertising on personal delivery devices in violation of the Commissioner's commercial advertising standards established pursuant to Section 2(d)(1) of this Ordinance.

SECTION 3. On September 21, 2022, the City Council of the City of Chicago passed an ordinance, referenced as O2022-2365, published on pages 51997 through 51200 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date ("Ordinance"). Section 3 of the Ordinance, is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

Section 3. Enforcement.

Violation of the requirements of Section 2 may result in impoundment of a personal delivery device from the public way and prosecution in a court or administrative adjudicative agency. Any permittee who violates this ~~chapter~~ Ordinance or any rule promulgated hereunder shall be subject to a fine of not less than \$500.00 and not more than \$10,000.00 for each such violation. Each day that any violation shall continue shall be deemed a separate and distinct offense.

SECTION 4. On September 21, 2022, the City Council of the City of Chicago passed an ordinance, referenced as O2022-2365, published on pages 51997 through 51200 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date ("Ordinance"). Section 4 of the Ordinance is hereby amended by deleting the language stricken through and by inserting the language underscored, as follows:

Section 4.

- (a) Sections 1 and 2 of this ordinance shall take effect upon passage and approval.
- (b) Section 3 of this ordinance shall be in full force and effect 10 days following passage and publication.
- (c) Sections 2 and 3 of this ordinance shall self-repeal on ~~May 31, 2025~~ May 31, 2027.

SECTION 5. This ordinance shall be in full force and effect following due passage and approval.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

AMENDMENT OF SECTION 9-100-030 OF MUNICIPAL CODE TO ALLOW CITY TO VACATE FINAL DETERMINATION OF LIABILITY ON CERTAIN PARKING AND STANDING VIOLATIONS FOR VEHICLES REPORTED TO ENFORCEMENT AGENCIES AS STOLEN.

[SO2025-0016735]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, for which a meeting was held on May 13, 2025, recommends passage of a substitute ordinance for an amendment of the Municipal Code Section 9-100-030 allowing the City to vacate final determination of liability on certain parking/standing violations for vehicles reported to enforcement agencies as stolen (SO2025-0016735) introduced on April 16, 2025, by Alderperson Martin (47th Ward).

A recommendation of do pass was concurred in by a viva voce vote of the members of the committee on May 13, 2025, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-100-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-100-030 Prima Facie Responsibility For Violation And Penalty -- Parking, Standing Or Compliance Violation Issuance And Removal.

(Omitted text is not affected by this ordinance.)

(c) The Traffic Compliance Administrator shall withdraw a violation notice when said notice fails to establish a prima facie case as described in this section; provided, however, that a violation notice shall not be withdrawn if the Traffic Compliance Administrator reasonably determines that (1) a state registration number was properly recorded by the City, and (2) any discrepancy between the vehicle make or model and the vehicle registration number as set forth in the violation notice is the result of the illegal exchange of registration plates. A final determination of liability that has been issued for a violation required to be withdrawn under this subsection (c) shall be vacated by the City. Upon request by the registered owner of the vehicle, the City shall review and vacate a final determination of liability when the violation occurred at any time during which the vehicle was reported to a law enforcement agency as having been stolen and the vehicle had not been recovered by the owner at the time of the violation. The City shall extinguish any lien which has been recorded for any debt due and owing as a result of the vacated determination and refund any fines and/or penalties paid pursuant to the vacated determination.

(Omitted text is not affected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and publication.

ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.

[SO2025-0017358]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 21, 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 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 Cruz, 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

Ward	Location
1	Repeal ordinance passed April 2, 2014, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 77645, which reads: "2018 North Richmond Street (west side) from a point 95 feet south of West McLean Avenue to a point 20 feet south thereof -- no parking/loading zone -- 6:45 A.M. to 6:00 P.M. -- Monday through Friday" by striking the above; [O2025-0016106]
7	South South Chicago Avenue (both sides of the street) from East 87 th Street to East 92 nd Street -- no parking of trucks -- tow-away zone -- at all times -- all days; [O2025-0014927]
7	South Oglesby Avenue, from East 95 th Street to East 99 th Street -- no parking of trucks -- tow-away zone -- at all times -- all days; [O2025-0014928]
7	South Merrion Avenue, from East 95 th Street to East 99 th Street -- no parking of trucks -- tow-away zone -- at all times -- all days; [O2025-0014929]
7	South Paxton Avenue, from East 95 th Street to East 100 th Street -- no parking of trucks -- tow-away zone -- at all times -- all days; [O2025-0014930]
15	West 44 th Street (north side) from South Western Avenue to the first alley west thereof -- no parking/tow-away zone -- at all times -- all days; [O2025-0015949]
23	West 65 th Street (north side) from a point 30 feet east of South Pulaski Road to the first alley east thereof and West 65 th Street (south side) from South Pulaski Road to a point 65 feet east thereof -- two-hour parking -- 8:00 A.M. to 10:00 P.M. -- all days; [O2025-0015305]

Ward	Location
23	Amend ordinance passed October 6, 2010, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 102634, which reads: "South Kolin Avenue (both sides) from South Archer Avenue to the first alley south thereof -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday" by striking: "8:00 A.M. to 10:00 A.M. -- Monday through Friday" and inserting in lieu thereof: "two-hour parking -- 8:00 A.M. to 11:00 P.M. -- tow-away zone -- all days"; [O2025-0015869]
23	West 60 th Street (south side of the street) from a point 20 feet east of South Pulaski Road to the first alley east thereof -- two-hour parking -- 9:00 A.M. to 6:00 P.M. -- all days; [O2025-0015649]
25	South Racine Avenue (west side) from a point 66 feet north of West 21 st Street to a point 20 feet north thereof -- reserved disabled loading zone -- tow-away zone -- at all times -- all days (public benefit); [SO2024-0012327]
27	205 West Hill Street (driveway) -- no parking/tow-away zone -- at all times -- all days (public benefit); [O2025-0017173]
35	West George Street (both sides) from North Sacramento Avenue to a point 40 feet east thereof -- no parking/tow-away zone -- at all times -- all days (public benefit); [O2025-0015628]
36	North Western Avenue (east side) from a point 40 feet south of West Augusta Boulevard to a point 30 feet south thereof -- no parking/loading zone -- 8:00 A.M. to 9:00 P.M. -- all days (public benefit); [O2025-0015981]
39	Repeal ordinance passed May 23, 2022, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 47836, which reads: "West Bryn Mawr Avenue (north side) from North Pulaski Road to North Spaulding Avenue -- no parking of semi-trucks -- tow-away zone" by striking the above and inserting in lieu thereof: "West Bryn Mawr Avenue (both sides) from North Pulaski Road to North Spaulding Avenue -- no parking of semi-trucks -- tow-away zone (public benefit)"; [SO2025-0015665]

Ward	Location
42	Upper East Lake Street (north side of the street) from a point 220 feet west of North Stetson Avenue to a point 20 feet west thereof -- no parking except for Czech Republic Consulate vehicles only -- tow-away zone -- at all times -- all days; [O2025-0015735]
43	North Clark Street (east side of the street) from a point 205 feet south of West Fullerton Parkway to a point 43 feet south thereof -- no parking/loading zone -- 8:00 A.M. to 9:00 P.M. -- all days; [O2025-0016056]
43	North Stockton Drive (west side only) from a point 77 feet south of West Dickens Drive to a point 40 feet south thereof -- no parking except for vehicles displaying park district permit -- tow-away zone -- at all times -- all days; [O2025-0016135]
46	West Irving Park Road (south side of the street) from a point 217 feet west of North Sheridan Road to a point 20 feet south thereof -- 2 percent disabled reserved parking -- tow-away zone -- 9:00 A.M. to 6:00 P.M. -- Monday through Friday (public benefit); [O2025-0017194]
47	North Lincoln Avenue (east side of the street) from a point 55 feet north of West Irving Park Road to a point 60 feet north thereof -- no parking/loading zone/tow-away zone -- 7:00 A.M. to 7:00 P.M. -- all days (public benefit); [O2025-0015182]
50	West Pratt Boulevard (south side of the street) from West Columbia Avenue to a point 50 feet west thereof -- no parking/tow-away zone -- at all times -- all days. [O2025-0015017]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
(Except For Handicapped)

[SO2025-0017353]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 21, 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 Cruz, 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

Establishment Of Disabled Permit Parking:

Ward	Location And Permit Number
1	516 North Ada Street -- Disabled Parking Permit Number 136505; [O2025-0014935]
1	2848 West Lyndale Street -- Disabled Parking Permit Number 135716; [O2025-0016764]
1	2520 West Le Moyne Street -- Disabled Parking Permit Number 119706; [O2025-0017217]
6	6909 South Dr. Martin Luther King, Jr. Drive -- Disabled Parking Permit Number 135376; [O2025-0016107]
6	9211 South Michigan Avenue -- Disabled Parking Permit Number 135395; [O2025-0016117]
6	7127 South Harvard Avenue -- Disabled Parking Permit Number 135374; [O2025-0016118]
6	7938 South Vernon Avenue -- Disabled Parking Permit Number 135063; [O2025-0016375]
6	6562 South Yale Avenue -- Disabled Parking Permit Number 134988; [O2025-0017181]
6	Amend ordinance passed December 11, 2024, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 21268, which reads: "234 West 71 st Street -- Disabled Parking Permit Number 47588" by striking: "47588" and inserting: "134770" in lieu thereof; [O2025-0017193]
6	7442 South Wentworth Avenue -- Disabled Parking Permit Number 135312; [O2025-0017228]
7	8531 South Burnham Avenue -- Disabled Parking Permit Number 134002; [O2025-0016066]

Ward	Location And Permit Number
7	8625 South Phillips Avenue -- Disabled Parking Permit Number 135358; [O2025-0016318]
7	7759 South Saginaw Avenue -- Disabled Parking Permit Number 125645; [O2025-0017230]
7	8337 South Manistee Avenue -- Disabled Parking Permit Number 126489; [O2025-0017232]
8	8812 South Paxton Avenue -- Disabled Parking Permit Number 135398; [O2025-0016434]
8	633 East 89 th Place -- Disabled Parking Permit Number 135613; [O2025-0016518]
8	9755 South University Avenue -- Disabled Parking Permit Number 135617; [O2025-0016538]
8	617 East 89 th Place -- Disabled Parking Permit Number 135324; [O2025-0017233]
9	12852 South Peoria Street -- Disabled Parking Permit Number 133244; [O2025-0016765]
9	11413 South Indiana Avenue -- Disabled Parking Permit Number 132956; [O2025-0016766]
9	10417 South Forest Avenue -- Disabled Parking Permit Number 132996; [O2025-0016767]
9	11332 South Forest Avenue -- Disabled Parking Permit Number 133899; [O2025-0016768]
9	10321 South Vernon Avenue -- Disabled Parking Permit Number 134758; [O2025-0016769]
9	10226 South Prairie Avenue -- Disabled Parking Permit Number 135304; [O2025-0017235]
9	10524 South Indiana Avenue -- Disabled Parking Permit Number 135326; [O2025-0017236]
10	10510 South Torrence Avenue -- Disabled Parking Permit Number 132276; [O2025-0016198]

Ward	Location And Permit Number
10	8805 South Buffalo Avenue -- Disabled Parking Permit Number 131640; [O2025-0016331]
10	8634 South Baltimore Avenue -- Disabled Parking Permit Number 136150; [O2025-0016621]
10	8632 South Muskegon Avenue -- Disabled Parking Permit Number 136198; [O2025-0016622]
10	10512 South Hoxie Avenue -- Disabled Parking Permit Number 126564; [O2025-0017239]
10	10636 South Avenue H -- Disabled Parking Permit Number 135459; [O2025-0017244]
11	3161 South Wells Street -- Disabled Parking Permit Number 135924; [O2025-0016581]
11	3236 South Wells Street -- Disabled Parking Permit Number 135342; [O2025-0016582]
11	2952 South Wallace Street -- Disabled Parking Permit Number 126455; [O2025-0017245]
11	2913 South Arch Street -- Disabled Parking Permit Number 136251; [O2025-0017246]
12	4431 South Homan Avenue -- Disabled Parking Permit Number 135821; [O2025-0016147]
12	3100 West 44 th Street (signs to be posted at 4358 South Albany Avenue) -- Disabled Parking Permit Number 134268; [O2025-0016150]
12	4221 South Mozart Street -- Disabled Parking Permit Number 135615; [O2025-0017247]
12	4546 South Troy Street -- Disabled Parking Permit Number 130121; [O2025-0016397]
13	5802 South Oak Park Avenue -- Disabled Parking Permit Number 135161; [O2025-0016337]
13	6028 South Mulligan Avenue -- Disabled Parking Permit Number 134652; [O2025-0016338]

Ward	Location And Permit Number
13	4544 West 59 th Street -- Disabled Parking Permit Number 134624; [O2025-0016339]
13	6755 West 63 rd Street -- Disabled Parking Permit Number 134525; [O2025-0016340]
13	5748 South Nottingham Avenue -- Disabled Parking Permit Number 135829; [O2025-0016406]
13	6052 South Parkside Avenue -- Disabled Parking Permit Number 135776; [O2025-0016407]
13	5710 South Mayfield Avenue -- Disabled Parking Permit Number 136019; [O2025-0016408]
13	6105 South Kolin Avenue -- Disabled Parking Permit Number 136018; [O2025-0016409]
14	3301 West 60 th Street (signs to be posted at 6004 South Spaulding Avenue) -- Disabled Parking Permit Number 135435; [O2025-0016770]
14	5632 South Richmond Street -- Disabled Parking Permit Number 134322; [O2025-0016771]
14	5036 South Kildare Avenue -- Disabled Parking Permit Number 135730; [O2025-0017168]
14	5300 South California Avenue (signs to be posted at 2805 West 53 rd Street) -- Disabled Parking Permit Number 133519; [O2025-0017169]
14	3521 West 63 rd Place -- Disabled Parking Permit Number 126339; [O2025-0017249]
14	3527 West 64 th Place -- Disabled Parking Permit Number 135628; [O2025-0017250]
15	4539 South Union Avenue -- Disabled Parking Permit Number 135501; [O2025-0016081]
15	526 West 46 th Place -- Disabled Parking Permit Number 135123; [O2025-0016082]

Ward	Location And Permit Number
15	4413 South Union Avenue -- Disabled Parking Permit Number 135123; [O2025-0016083]
15	4321 South Hermitage Avenue -- Disabled Parking Permit Number 135587; [O2025-0016111]
15	1843 West 59 th Street -- Disabled Parking Permit Number 135983; [O2025-0016355]
15	4606 South Bishop Street -- Disabled Parking Permit Number 136015; [O2025-0016520]
16	7012 South Green Street -- Disabled Parking Permit Number 135468; [O2025-0016449]
16	6541 South Aberdeen Street -- Disabled Parking Permit Number 135299; [O2025-0017252]
16	2036 West 67 th Place -- Disabled Parking Permit Number 135387; [O2025-0017253]
16	5406 South Seeley Avenue -- Disabled Parking Permit Number 135437; [O2025-0017255]
16	5643 South Union Avenue -- Disabled Parking Permit Number 135524; [O2025-0017256]
16	2016 West 67 th Place -- Disabled Parking Permit Number 135533; [O2025-0017257]
17	7243 South Hoyne Avenue -- Disabled Parking Permit Number 132485; [O2025-0016091]
17	8322 South Sangamon Street -- Disabled Parking Permit Number 129613; [O2025-0016119]
17	7754 South Aberdeen Street -- Disabled Parking Permit Number 135308; [O2025-0016120]
17	7520 South May Street -- Disabled Parking Permit Number 132394; [O2025-0016122]
17	7250 South Paulina Street -- Disabled Parking Permit Number 134785; [O2025-0016125]

Ward	Location And Permit Number
17	7015 South Oakley Avenue -- Disabled Parking Permit Number 133868; [O2025-0016373]
17	6819 South Winchester Avenue -- Disabled Parking Permit Number 135409; [O2025-0017259]
17	8118 South Sangamon Street -- Disabled Parking Permit Number 135418; [O2025-0017260]
18	2111 West 83 rd Street -- Disabled Parking Permit Number 132294; [O2025-0016181]
18	7305 South Rockwell Street -- Disabled Parking Permit Number 130655; [O2025-0016192]
18	7220 South Claremont Avenue -- Disabled Parking Permit Number 125889; [O2025-0017262]
18	7255 South Albany Avenue -- Disabled Parking Permit Number 134971; [O2025-0017265]
18	8438 South Honore Street -- Disabled Parking Permit Number 135390; [O2025-0017267]
19	11020 South Springfield Avenue -- Disabled Parking Permit Number 135430; [O2025-0016096]
19	10810 South Homan Avenue -- Disabled Parking Permit Number 135432; [O2025-0016098]
19	11711 South Church Street -- Disabled Parking Permit Number 135307; [O2025-0016128]
19	9932 South Charles Street -- Disabled Parking Permit Number 135317; [O2025-0016167]
19	10732 South Drake Avenue -- Disabled Parking Permit Number 135592; [O2025-0016452]
19	11642 South Artesian Avenue -- Disabled Parking Permit Number 116857; [O2025-0017206]
20	4750 South Laflin Street -- Disabled Parking Permit Number 134382; [O2025-0016664]

Ward	Location And Permit Number
20	6148 South Champlain Avenue -- Disabled Parking Permit Number 131727; [O2025-0016665]
20	6604 South Minerva Avenue -- Disabled Parking Permit Number 134218; [O2025-0016666]
20	5528 South Michigan Avenue -- Disabled Parking Permit Number 132873; [O2025-0017171]
20	5118 South Union Avenue -- Disabled Parking Permit Number 136246; [O2025-0017268]
21	9137 South Racine Avenue -- Disabled Parking Permit Number 136071; [O2025-0016772]
21	11953 South Union Avenue -- Disabled Parking Permit Number 134041; [O2025-0016773]
21	10617 South Lowe Avenue -- Disabled Parking Permit Number 130311; [O2025-0016774]
21	9822 South Emerald Avenue -- Disabled Parking Permit Number 135029; [O2025-0016775]
21	9020 South May Street -- Disabled Parking Permit Number 135111; [O2025-0016776]
21	345 West 105 th Street -- Disabled Parking Permit Number 115067; [O2025-0017201]
21	11839 South Justine Street -- Disabled Parking Permit Number 125643; [O2025-0017269]
21	11704 South Laflin Street -- Disabled Parking Permit Number 126952; [O2025-0017270]
21	10208 South May Street -- Disabled Parking Permit Number 133794; [O2025-0017271]
21	11613 South Bishop Street -- Disabled Parking Permit Number 135453; [O2025-0017276]
21	11726 South Wallace Street -- Disabled Parking Permit Number 135531; [O2025-0017277]

Ward	Location And Permit Number
22	4505 South Leamington Avenue -- Disabled Parking Permit Number 135889; [O2025-0017278]
23	7228 South Hamlin Avenue -- Disabled Parking Permit Number 134543; [O2025-0016068]
23	5343 South Mobile Avenue -- Disabled Parking Permit Number 135585; [O2025-0016576]
23	5133 South Springfield Avenue -- Disabled Parking Permit Number 135245; [O2025-0016577]
23	3615 West 58 th Place -- Disabled Parking Permit Number 126634; [O2025-0017279]
23	5251 South Luna Avenue -- Disabled Parking Permit Number 135258; [O2025-0017280]
24	2940 West 25 th Place -- Disabled Parking Permit Number 122969; [O2025-0017281]
24	2715 West 24 th Place -- Disabled Parking Permit Number 126496; [O2025-0017282]
25	1714 South Carpenter Street -- Disabled Parking Permit Number 135337; [O2025-0016456]
25	2319 West 25 th Street -- Disabled Parking Permit Number 135727; [O2025-0016457]
25	2637 West 23 rd Place -- Disabled Parking Permit Number 118097; [O2025-0017212]
25	2615 West 23 rd Place -- Disabled Parking Permit Number 118121; [O2025-0017213]
25	2740 West 22 nd Place -- Disabled Parking Permit Number 122938; [O2025-0017214]
25	2735 West 22 nd Place -- Disabled Parking Permit Number 122993; [O2025-0017216]
25	1743 West 21 st Place -- Disabled Parking Permit Number 135274; [O2025-0017283]

Ward	Location And Permit Number
26	1617 North Harding Avenue -- Disabled Parking Permit Number 135757; [O2025-0016624]
26	1635 North Keeler Avenue -- Disabled Parking Permit Number 134535; [O2025-0016625]
26	1511 North Avers Avenue -- Disabled Parking Permit Number 134609; [O2025-0016626]
26	2203 North Lavergne Avenue -- Disabled Parking Permit Number 135708; [O2025-0016627]
26	2104 North Kostner Avenue -- Disabled Parking Permit Number 135779; [O2025-0016630]
26	3256 West Potomac Avenue -- Disabled Parking Permit Number 135697; [O2025-0016631]
26	3505 West North Avenue (signs to be posted at 1580 North St. Louis Avenue) -- Disabled Parking Permit Number 135690; [O2025-0016632]
26	1633 North Keystone Avenue -- Disabled Parking Permit Number 135677; [O2025-0016633]
26	1718 North Keeler Avenue -- Disabled Parking Permit Number 74099; [O2025-0016634]
26	2238 North Knox Avenue -- Disabled Parking Permit Number 135540; [O2025-0016635]
26	4615 West Palmer Street -- Disabled Parking Permit Number 98757; [O2025-0016636]
26	1600 North Talman Avenue -- Disabled Parking Permit Number 105099; [O2025-0017196]
26	1646 North Karlov Avenue -- Disabled Parking Permit Number 136014; [O2025-0017285]
27	614 North Homan Avenue -- Disabled Parking Permit Number 135701; [O2025-0016177]
27	2908 West Fulton Street -- Disabled Parking Permit Number 110979; [O2025-0016777]

Ward	Location And Permit Number
27	952 North Central Park Avenue -- Disabled Parking Permit Number 135128; [O2025-0017286]
28	4241 West Monroe Street -- Disabled Parking Permit Number 135855; [O2025-0016595]
28	5024 West Fulton Street -- Disabled Parking Permit Number 135791; [O2025-0017287]
29	5306 West Congress Parkway -- Disabled Parking Permit Number 134904; [O2025-0017288]
29	1704 North Natchez Avenue -- Disabled Parking Permit Number 135345; [O2025-0017289]
29	838 North Waller Avenue -- Disabled Parking Permit Number 135523; [O2025-0017290]
29	5013 West Van Buren Street -- Disabled Parking Permit Number 135605; [O2025-0017292]
30	5908 West Diversey Avenue -- Disabled Parking Permit Number 134070; [O2025-0017195]
30	4819 West Warwick Avenue -- Disabled Parking Permit Number 117292; [O2025-0017208]
30	5110 West Barry Avenue -- Disabled Parking Permit Number 134835; [O2025-0017293]
31	2321 North Knox Avenue -- Disabled Parking Permit Number 135369; [O2025-0016404]
31	4550 West Schubert Avenue -- Disabled Parking Permit Number 135225; [O2025-0017295]
31	4832 West Oakdale Avenue -- Disabled Parking Permit Number 135256; [O2025-0017297]
33	4505 North Central Park Avenue -- Disabled Parking Permit Number 134863; [O2025-0016095]
33	4830 North Monticello Avenue -- Disabled Parking Permit Number 123043; [O2025-0017225]

Ward	Location And Permit Number
35	2845 North Albany Avenue -- Disabled Parking Permit Number 134937; [O2025-0016640]
35	4125 West Palmer Street -- Disabled Parking Permit Number 135335; [O2025-0017300]
36	2533 West Haddon Avenue -- Disabled Parking Permit Number 135099; [O2025-0016648]
36	2952 North Oak Park Avenue -- Disabled Parking Permit Number 135158; [O2025-0016654]
36	2020 North Leclaire Avenue -- Disabled Parking Permit Number 126528; [O2025-0017301]
36	2137 North Lockwood Avenue -- Disabled Parking Permit Number 133587; [O2025-0017303]
36	1024 North Trumbull Avenue -- Disabled Parking Permit Number 135273; [O2025-0017304]
37	1042 North Keystone Avenue -- Disabled Parking Permit Number 101629; [O2025-0016065]
37	5048 West Crystal Street -- Disabled Parking Permit Number 132736; [O2025-0016085]
37	1129 North Lawler Avenue -- Disabled Parking Permit Number 134944; [O2025-0016087]
37	1036 North Lavergne Avenue -- Disabled Parking Permit Number 133020; [O2025-0016088]
37	4921 West Superior Street -- Disabled Parking Permit Number 135668; [O2025-0016314]
37	837 North Tripp Avenue -- Disabled Parking Permit Number 133421; [O2025-0016411]
37	410 North Pine Avenue -- Disabled Parking Permit Number 134123; [O2025-0016438]
37	3335 North Ozanam Avenue -- Disabled Parking Permit Number 135583; [O2025-0016535]

Ward	Location And Permit Number
37	1335 North Long Avenue -- Disabled Parking Permit Number 126362; [O2025-0017305]
37	4117 West Kamerling Avenue -- Disabled Parking Permit Number 135257; [O2025-0017306]
37	4925 West St. Paul Avenue -- Disabled Parking Permit Number 135449; [O2025-0017307]
38	4155 North McVicker Avenue -- Disabled Parking Permit Number 135467; [O2025-0016536]
38	3318 North Olcott Avenue -- Disabled Parking Permit Number 125103; [O2025-0017309]
38	3240 North Opal Avenue -- Disabled Parking Permit Number 126899; [O2025-0017310]
38	6211 West Waveland Avenue -- Disabled Parking Permit Number 134116; [O2025-0017311]
38	3818 North Nordica Avenue -- Disabled Parking Permit Number 134354; [O2025-0017312]
38	3941 North Pioneer Avenue -- Disabled Parking Permit Number 135629; [O2025-0017313]
39	6311 North Tripp Avenue -- Disabled Parking Permit Number 136239; [O2025-0017180]
39	4709 North Kewanee Avenue -- Disabled Parking Permit Number 135227; [O2025-0017314]
39	5708 North Spaulding Avenue -- Disabled Parking Permit Number 135593; [O2025-0017315]
41	6504 North Neva Avenue -- Disabled Parking Permit Number 135919; [O2025-0016780]
43	714 West Webster Avenue -- Disabled Parking Permit Number 135460; [O2025-0016154]
43	2150 North Lincoln Park West -- Disabled Parking Permit Number 114176; [O2025-0017200]
45	5259 West Dakin Street (signs to be posted at 3921 North Lockwood Avenue) -- Disabled Parking Permit Number 135272; [O2025-0016398]

Ward	Location And Permit Number
45	4664 North Laramie Avenue (signs to be posted at 4662 North Laramie Avenue) -- Disabled Parking Permit Number 134089; [O2025-0016399]
45	4106 North Kolmar Avenue -- Disabled Parking Permit Number 122667; [O2025-0017219]
45	4938 West Winnemac Avenue -- Disabled Parking Permit Number 122718; [O2025-0017222]
46	808 West Lakeside Place -- Disabled Parking Permit Number 134024; [O2025-0017316]
47	1844 West Berteau Avenue -- Disabled Parking Permit Number 116820; [O2025-0017202]
48	5650 North Kenmore Avenue -- Disabled Parking Permit Number 135357; [O2025-0017183]
48	5520 North Kenmore Avenue -- Disabled Parking Permit Number 136215; [O2025-0017192]
49	7729 North Ashland Avenue -- Disabled Parking Permit Number 136115; [O2025-0017164]
49	1536 West Fargo Avenue -- Disabled Parking Permit Number 135841; [O2025-0017167]
50	2805 West Lunt Avenue -- Disabled Parking Permit Number 135649; [O2025-0016439]
50	6031 North Kimball Avenue -- Disabled Parking Permit Number 125671; [O2025-0017317]
50	6610 North Campbell Avenue -- Disabled Parking Permit Number 134850; [O2025-0017318]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
11	Repeal Disabled Permit Parking Number 131318 at 3204 South Union Avenue; [O2025-0016343]

Ward	Location And Permit Number
13	Repeal Disabled Permit 125593 at 6221 South Mason Avenue; [O2025-0016335]
13	Repeal Disabled Permit Parking Number 130852 at 6001 South Mayfield Avenue; [O2025-0016336]
13	Repeal Disabled Permit Parking Number 131374 at 6025 South Kilbourn Avenue; [O2025-0016351]
15	Repeal Disabled Permit Parking Number 130488 at 4549 South Union Avenue; [O2025-0016383]
31	Repeal Disabled Permit Parking Number 95145 at 3100 North Harding Avenue; [O2025-0016405]
38	Repeal Disabled Permit Parking Number 40909 at 3238 North Newcastle Avenue; [O2025-0016537]
39	Repeal Disabled Permit Parking Number 134459 at 5519 North Artesian Avenue; [O2025-0017157]
40	Repeal Disabled Permit Parking Number 91392 at 2642 West Summerdale Avenue; [O2025-0017159]
40	Repeal Disabled Permit Parking Number 21857 at 6029 North Campbell Avenue; [O2025-0017162]
45	Repeal Disabled Permit Parking Number 107400 at 5750 North Meade Avenue; [O2025-0016357]
45	Repeal Disabled Permit Parking Number 111736 at 5815 West Gunnison Street; [O2025-0016360]
45	Repeal Disabled Permit Parking Number 94406 at 4910 West Warner Avenue. [O2025-0016422]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2025-0017356]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 21, 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 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 Cruz, 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location And Permit Number
6	Residential Permit Parking Zone 2474 at 6900 -- 6959 South Michigan Avenue (both sides) -- at all times -- all days; [O2025-0016116]
28	Amend ordinance passed March 23, 2022, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 45638, by adding: "16 -- 24 South Hamlin Avenue (west side only) -- Residential Permit Parking Zone 2339 -- at all times -- all days"; [O2025-0016597]
30	Residential Permit Parking Zone 2475 at 2600 -- 2659 North Mason Avenue (both sides) -- at all times -- all days; [O2025-0016448]
32	Residential Permit Parking Zone 154 at 1934 -- 1938 West North Avenue (even side only) -- Repeal Buffer Zone; [O2025-0016458]
35	Residential Permit Parking Zone 346 at 2700 -- 2749 West Melrose Street (both sides) -- at all times -- all days; [O2025-0016623]
37	Amend Residential Permit Parking Zone 578 to include: North Lamon Avenue, from West St. Paul Avenue to first alley north thereof (east side only) -- Residential Permit Parking Zone 578 -- at all times -- all days. [O2025-0016413]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF INDUSTRIAL PERMIT PARKING ZONES.

[SO2025-0017354]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 21, 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 industrial 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 Cruz, 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of Transportation is hereby authorized and directed to establish and/or amend industrial permit parking zones at the below listed locations:

Ward	Location And Permit Number
27	Repeal ordinance passed April 18, 2018, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 76397, which reads: "Industrial Permit Parking Zone 27 at 900 -- 998 West Superior Street (north side) from North Morgan Street to North Sangamon Street -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday" by striking the above; [O2025-0016288]
27	Industrial Permit Parking Zone 78 at 301 -- 337 South Oakley Boulevard (east side only) -- at all times -- all days. [O2025-0017172]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.
[SO2025-0017355]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances, substitute ordinances, orders and a substitute order 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 Cruz, 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
10	East 133 rd Street, from South Brandon Avenue to South Mackinaw Avenue -- one-way westerly; [O2025-0016123]
18	South Drake Avenue and West 85 th Place -- "Stop" sign, stopping South Drake Avenue for West 85 th Place; [SO2025-0015682]
18	South Troy Street, from West 77 th Street to West Columbus Avenue -- one-way southerly; [O2025-0017155]
21	West 87 th Street and South Parnell Avenue -- "Stop" sign, stopping eastbound and westbound Frontage Road West 87 th Street for South Parnell Avenue; [SOR2025-0015974]
25	South Racine Avenue and West 17 th Street -- "All-Way Stop" sign, stopping all approaches; [O2025-0016455]
27	North Ada Street, from West Randolph Street to West Fulton Street -- one-way northerly; [O2025-0016387]

Ward	Location And Type Of Sign	
27	North Green Street, from West Lake Street to West Washington Boulevard -- one-way southerly;	[O2025-0016390]
27	North May Street, from West Washington Boulevard to West Carroll Avenue -- one-way northerly;	[O2025-0016391]
27	North Racine Avenue, from West Carroll Avenue to West Washington Boulevard -- one-way southerly;	[O2025-0016392]
30	North Lockwood Avenue and West Waveland Avenue -- "All-Way Stop" sign, stopping all approaches;	[SO2025-0016517]
35	North Avers Avenue, from West Dickens Avenue to West Diversey Avenue; North Hamlin Avenue, from West Dickens Avenue to West Diversey Avenue; West Wellington Avenue, from North Kedzie Avenue to North Sacramento Avenue; and West George Street, from North Kedzie Avenue to North Sacramento Avenue -- speed limitation -- 20 miles per hour;	[O2025-0017175]
38	North Oak Park Avenue and West School Street -- "All-Way Stop", stopping all approaches;	[Or2025-0016381]
47	North Hermitage Avenue and West Montrose Avenue -- "All-Way Stop" sign, stopping all approaches;	[Or2025-0016650]
48	West Granville Avenue, from North Clark Street to North Greenview Avenue -- one-way westerly except bicycles; and West Granville Avenue, from North Lakewood Avenue to North Broadway -- one-way easterly except bicycles;	[O2025-0017178]
48	West Granville Avenue, from North Clark Street to 900 West Granville Avenue -- speed limitation -- 20 miles per hour.	[O2025-0017179]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON PUBLIC SAFETY.

APPOINTMENT OF FRANCISCO VELEZ AS EXECUTIVE DIRECTOR OF OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS.

[A2025-0017147]

The Committee on Public Safety submitted the following report:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred the appointment of Francisco Velez as the Executive Director of the Office of Emergency Management and Communications, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on May 9, 2025.

Sincerely,

(Signed) BRIAN HOPKINS,
Chair.

On motion of Alderperson Hopkins, the committee's recommendation was *Concurred In* and the said proposed appointment of Francisco Velez as the Executive Director of the Office of Emergency Management and Communications 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

Action Deferred -- AMENDMENT OF CHAPTER 8-16 OF MUNICIPAL CODE BY ADDING NEW SECTION 8-16-021 AND MODIFYING SECTION 8-16-022 REGARDING DECLARATION OF CURFEW FOR MASS GATHERINGS AND CUSTODY PROCEDURE.

[SO2025-0016732]

The Committee on Public Safety submitted the following report which was, at the request of Alderpersons Ervin, Vasquez, Gutiérrez, Ramirez, Manaa-Hoppenworth, Martin, Taylor, Rodríguez, Fuentes, Sigcho-Lopez, Yancy, Taliaferro and Quezada, *Deferred* and ordered published:

CHICAGO, May 21, 2025.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred a substitute ordinance (SO2025-0016732) amending Municipal Code Sections 8-16-021 and 8-16-022 regarding declaration of curfew for mass gatherings and custody procedure, having 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 vote of the members of the committee present in a vote of 10 yeas to 7 nays on May 20, 2025.

Sincerely,

(Signed) BRIAN HOPKINS,
Chair.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. Chapter 8-16 of the Municipal Code of Chicago is hereby amended by inserting a new Section 8-16-021, as follows:

8-16-021 Declaration Of Curfew For Mass Gatherings.

(a) Definitions. As used in this section:

“Deputy Mayor” means the Deputy Mayor of Community Safety within the Mayor’s Office or that person’s designee.

“Mass gathering” means 20 or more people gathered in a public place in such a manner as to present or cause, or in a manner that is likely to result in, substantial harm to the safety of the community or others, or substantial damage to property, or substantial injuries to a person, including participants, or in a manner that otherwise presents or causes, or in a manner that is likely to present or cause, substantial harm to public health, safety, or welfare.

“Superintendent” means the Superintendent of the Chicago Police Department, or their designee.

The following terms have the respective meanings ascribed to them in Section 8-16-020: “guardian”, “minor”, “parent”, “public place”, and “remain”.

(b) Decision And Declaration Of Curfew For Mass Gathering By The Superintendent And The Deputy Mayor. Whenever the Superintendent and the Deputy Mayor have jointly determined that there is probable cause to believe that a mass gathering will occur, the Superintendent may declare a curfew for the applicable public places anticipated to be affected by such mass gathering. Such declaration must clearly identify the time the curfew takes effect, the duration of the curfew and the public places subject to the curfew. Unless the Superintendent and Deputy Mayor jointly determine there is probable cause to warrant an extension of a curfew declared under this section, any such curfew shall expire upon the earlier of three hours after such curfew is declared or the beginning of the generally applicable curfew hours under Section 8-16-020. In the event of a conflict with any other applicable curfew or dispersal order, the most restrictive time limit shall apply. For purposes of this section, evidence of probable cause shall be objective facts, information, and data supporting a curfew declaration, including, but not limited to, social media posts, written materials such as flyers, or a history of mass gatherings promoted for a particular place, by a particular promoter, or on a recurring basis.

Upon declaring a curfew under this subsection, the Superintendent shall notify: (i) the public of the curfew imposed by and the public places subject to such declaration, including if feasible causing such information to be posted around the public places subject to the declaration, in accordance with procedures promulgated by the Superintendent; (ii) the Office of Emergency Management and Communications; and (iii) the applicable incident commander to ensure that the applicable district or beat has appropriate staffing levels and resources in light of the anticipated size and scope of the planned mass gathering. Upon receipt of such notification, the Office of Emergency Management and Communication shall issue notification of the curfew declaration to any affected Sister Agencies and Aldermanic offices.

At least 30 minutes before a curfew declared under this subsection takes effect, the applicable incident commander, or their designee holding the rank of captain or above, shall issue a verbal notice: (i) informing those present at the public places subject to the curfew declaration that a curfew has been declared, the time the curfew takes effect, and the public places subject to the curfew declaration; (ii) ordering all minors to disperse and remove themselves from the public places subject to the curfew declaration before the

curfew takes effect; and (iii) informing minors that they may be subject to enforcement if they remain in such public places after the curfew takes effect.

(c) Offense.

(1) Any minor who knowingly remains in any public place in violation of a curfew declared under this section commits an offense.

(2) A parent or guardian of a minor commits an offense if the parent or guardian by insufficient control knowingly allows the minor to remain in any designated public place during curfew hours declared under this section.

(d) Rules. The Superintendent shall promulgate written directives to prevent the enforcement of this section against persons who are engaged in exercising First Amendment rights protected by the United States Constitution or the State of Illinois Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly.

(e) Enforcement. Before taking any enforcement action under this section, a police officer shall ask the apparent violator's age and reason for being in the public place. The officer shall not issue a citation or make an arrest or take a minor into custody under this section unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in subsection (f) is present. Nothing in this section shall be construed to prohibit or limit the ability of any member of the Police Department to issue a dispersal order pursuant to this Code, any directive of the Superintendent, or other applicable law, including any dispersal order issued concurrently with or after any declaration of curfew under this section.

(f) Defenses. It is a defense to prosecution under this section that the minor was:

(A) Accompanied by the minor's parent or guardian;

(B) On an errand at the direction of the minor's parent or guardian, without any detour or stop;

(C) In a motor vehicle involved in interstate travel;

(D) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;

(E) Involved in an emergency;

(F) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;

(G) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor;

(H) Exercising First Amendment rights protected by the United States Constitution or the State of Illinois Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly;

(I) Married or had been married or is an emancipated minor under the Emancipation of Mature Minors Act, as amended; or

(J) Participating in, traveling to, or returning home immediately after, a ticketed or sponsored event and has documentary evidence of their attendance at such event, including, but not limited to, a ticket or ticket stub or wristband with the event name preprinted on it.

(g) Penalties. Any person who violates this section is subject to a fine not to exceed \$250 or community service pursuant to Section 1-4-120 of this Code, or both. For purposes of this subsection only, community service may include attending supportive social services. Any person who knowingly permits, causes, aids, abets, incites, assists, or encourages a minor to remain in any public place in violation of a curfew declared under this section shall be subject to prosecution under Section 8-16-125.

(h) Quarterly Reporting. On a quarterly basis, the Superintendent shall provide to the City Council Committee on Public Safety, or its successor committee, a report detailing all curfews declared under this section for the preceding quarter.

SECTION 2. Section 8-16-022 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

8-16-022 Custody Procedure.

Any police officer who finds a minor in violation of Section 8-16-020 or Section 8-16-021 is authorized to take such minor into custody until such time as the minor's parent, legal guardian, or other adult having legal care or custody of the minor is located and notified of the violation, and takes custody of the minor from the police. If no such person can be located within a reasonable period of time, the minor shall be referred to the appropriate juvenile authorities.

SECTION 3. This ordinance takes effect 10 days after passage and publication.

**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS
AND RECREATION.**

AMENDMENT OF SECTION 10-36-185 OF MUNICIPAL CODE BY PROHIBITING PARKING OF NON-AUTHORIZED VEHICLES ON ANY CHICAGO PARK DISTRICT PROPERTY.

[SO2024-0012415]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, May 14, 2025.

To the President and Members of the City Council:

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred an ordinance (O2024-0012415) to amend Municipal Code Section 10-36-185 prohibiting parking of non-authorized vehicles on any Chicago Park District property, a substitute ordinance (SO2024-0012415) was introduced and accepted, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on May 14, 2025.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
Chair.

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 10-36-185 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

10-36-185 Enforcement Of Chicago Park District Ordinances.

(a) The members of the Chicago Police Department, and designated employees of the Department of Business Affairs and Consumer Protection pursuant to an intergovernmental agreement between the City of Chicago and the Chicago Park District, shall have authority to enforce the following provisions of the Chicago Park District Code, in effect as of September 9, 1998, or as subsequently amended: Chapter VII (Use of Parks) -- Sections A, ~~B~~8(1) -- (17), C(3), and D(1); Chapter VIII (Use of Harbors) -- Sections A, C(1) and D; and Chapter IX (Concessions and Food Services) -- Sections A, 8(1), 8(6), C(1)(a), C(2)(a), C(2)(e), C(3)(a) and C(3)(e).

(Omitted text is unaffected by this ordinance.)

SECTION 2. Pursuant to Section 2-14-030(6) of the Municipal Code of Chicago, the Director of the Department of Administrative Hearings, or their designee, is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver an intergovernmental agreement, and such other documents as are necessary, between the City and the Chicago Park District to provide hearing officers and related services to hear and adjudicate violations of the Chicago Park District Code. Such agreement shall be substantially similar to the intergovernmental agreement between the City and the Chicago Housing Authority, approved by an ordinance adopted by the City Council on June 12, 2024, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 13278 through 13289.

SECTION 3. The Commissioner of the Department of Business Affairs and Consumer Protection, or their designee, is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver an intergovernmental agreement, and such other documents as are necessary, between the City and the Chicago Park District to have designated employees of the Department of Business Affairs and Consumer Protection to enforce the following provisions of the Chicago Park District Code, in effect as of September 9, 1998, or as subsequently amended: Chapter VII (Use of Parks) -- Sections A, B(1) -- (17), C(3), and D(1); Chapter VIII (Use of Harbors) -- Sections A, C(1) and D; and Chapter IX (Concessions and Food Services) -- Sections A, 8(1), 8(6), C(1)(a), C(2)(a), C(2)(e), C(3)(a) and C(3)(e).

SECTION 4. This ordinance shall take effect 10 days after passage and publication.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.**APPROVAL OF CHICAGO URBAN LEAGUE RESUBDIVISION.**

[O2025-0016418]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 21, 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 transmitted herewith for a subdivision to Chicago Urban League Resubdivision (O2025-0016418), being a resubdivision bounded by West 83rd Street, West 85th Street, South Stewart Avenue and South Holland Road. This ordinance was referred to the committee on April 16, 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The Commissioner of the Chicago Department of Transportation (the "Commissioner"), or any of the Commissioner's designees, is each hereby authorized and directed to approve a proposed Chicago Urban League Resubdivision, being a resubdivision of certain lots owned by Wal-Mart Real Estate Business Trust ("Developer") in the block bounded by West 83rd Street, West 85th Street, South Stewart Avenue, and South Holland Road, and legally described in the attached plat (Exhibit "A") which, for greater certainty, is hereby made a part of this ordinance (the "Property"). The legal description and the PIN/address of the Property are included in the attached Exhibits B and C, respectively, and incorporated here.

SECTION 2. Chicago Urban League, an Illinois not-for-profit corporation ("League"), has applied for the resubdivision in anticipation of its acquiring title to approximately 1.663 acres of the Property ("Lot 1") from Developer. League intends to use Lot 1 in connection with a proposed workforce and entrepreneurship center and related uses.

SECTION 3. The resubdivision herein provided for is made under the express condition that League and Developer, and each of their successors and assigns, shall hold harmless, indemnify, and defend the City of Chicago from all claims related to the resubdivision.

SECTION 4. The resubdivision herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, League shall file or cause to be filed for recordation with the Office of the Clerk of Cook County (Illinois) Recordings Division, a fully-stamp approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 5. This ordinance shall take effect and be in force from and after its passage and publication. The resubdivision shall take effect and be in force from and after the later of: (i) the recording of the published ordinance and approved plat; and (ii) the date on which League acquires title to Lot 1.

Introduced By:

(Signed) Ronnie L. Mosley
Aldersperson, 21st Ward

CDOT File Number:

33-21-24-4084.

[Exhibit "A" referred to in this ordinance printed on page 28558 of this *Journal*.]

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

Exhibit "B".

Legal Description.

A resubdivision of Lot 10, in the west half of the southeast quarter of Section 33, Township 38 North, Range 14, East of the Third Principal Meridian, of the Chatham Market Subdivision, being a subdivision in the southwest quarter and in the southeast quarter of Section 33, Township 38 North, and in the northeast quarter of Section 4, Township 37 North, all in Range 14, East of the Third Principal Meridian, recorded January 5, 2007 as Document Number 0700515159, in Cook County, Illinois, containing 339,005 square feet, or 7.783 acres, more or less.

Exhibit "C".

Address And PIN.

Commonly Known As:

8331 South Stewart Avenue
Chicago, Illinois 60620.

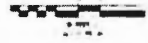
PIN:

20-33-405-013-0000.

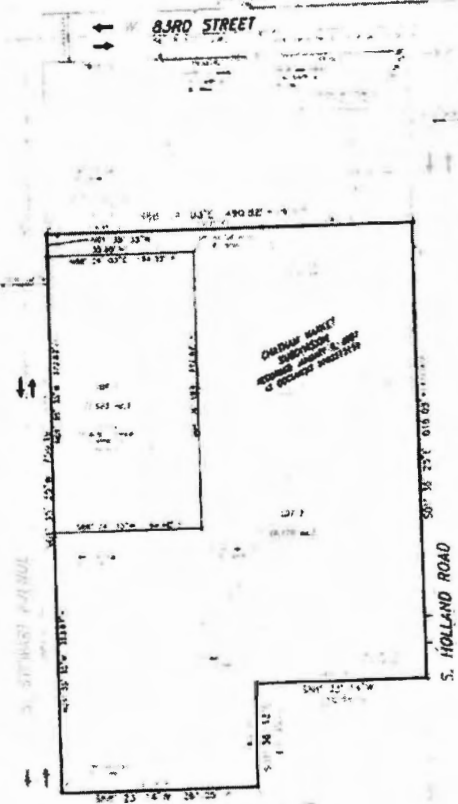
EXHIBIT 'A'
PLAT OF RESUBDIVISION
CHICAGO URBAN LEAGUE RESUBDIVISION

REFERRED P.L.M.
33-24-425-025
3327-16-11 S. Street Ave
3323-2-14 S. Harbor St
100-100

LEGAL DESCRIPTION
A RESUBDIVISION OF LOT 2 IN THE WEST HALF OF THE 200-BLOCK NUMBER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE 5TH ANGLE MERIDIAN, OF THE CHICAGO MERIDIAN, BEING A PORTION OF THE EASTWEST PART OF THE 200-BLOCK NUMBER OF SECTION 12, TOWNSHIP 33 NORTH, RANGE 14 EAST OF THE 5TH ANGLE MERIDIAN, RECORDED MAP 41, 2017 AS DOCUMENT 2017-0158, A 200-BLOCK BLOCK, TO BE DIVIDED INTO 10 LOTS AS SHOWN ON THIS PLAN.



FIELD MEASUREMENTS
← →



REMARKS
1. The dimensions are given in feet and rounded down to the nearest inch.
2. The corner monuments are as follows: The northeast corner is marked with an iron pipe 12\"/>

NO.	AREA	PERCENT
1	100.00	100.00
2	100.00	100.00
3	100.00	100.00
4	100.00	100.00
5	100.00	100.00

FIELD NOTES
This plat was prepared from a survey conducted on May 15, 2017, at the site of the subject property, and is based on the following field notes:
1. The survey was conducted by Terra Engineering Ltd. and was supervised by the Professional Engineer in Charge, Mr. [Name Redacted].
2. The survey was conducted in accordance with the provisions of the Surveying Act, R.S.O. 1990, Chapter S. 27, and the Surveying Regulations, R.R.O. 1990, Chapter S. 27/01.
3. The survey was conducted in accordance with the provisions of the Surveying Act, R.S.O. 1990, Chapter S. 27, and the Surveying Regulations, R.R.O. 1990, Chapter S. 27/01.
4. The survey was conducted in accordance with the provisions of the Surveying Act, R.S.O. 1990, Chapter S. 27, and the Surveying Regulations, R.R.O. 1990, Chapter S. 27/01.
5. The survey was conducted in accordance with the provisions of the Surveying Act, R.S.O. 1990, Chapter S. 27, and the Surveying Regulations, R.R.O. 1990, Chapter S. 27/01.

Handwritten signature and date: P. [Signature] 05/21/2025

TERRA ENGINEERING LTD.
100 TRIP AVENUE
SUITE 100
SCARBOROUGH, ONTARIO M1V 4Y5
TEL: (416) 291-1111
WWW.TERRAENGINEERING.COM

PREPARED FOR:
[Name Redacted]
[Address Redacted]
[City Redacted]

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, May 21, 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 transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Finance to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on April 16, 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 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

AS Tire And Auto Service LLC/AI Bin Garde.

[O2025-0016423]

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 AI Bin Garde of AS Tire and Auto Service LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 4333 West Addison Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Blue Sky Inn NFP.

[O2025-0016433]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Blue Sky Inn NFP from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 4526 North Ravenswood Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Busy Bee Daycare.

[O2025-0016184]

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 Busy Bee Daycare at 510 West 26th Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Catholic Archbishop Of Chicago/St. Simon Of Cyrene Catholic Church.

[O2025-0016594]

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 Catholic Archbishop of Chicago/St. Simon of Cyrene Catholic Church of 5056 West Washington Boulevard from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

City Food, Inc.

[O2025-0016580]

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 City Food, Inc. at 4230 South Racine Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

Cordova Auto Service.

[O2025-0016127]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Cordova Auto Service, 2735 West Lawrence Avenue, Chicago, Illinois 60625, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 2735 West Lawrence Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

ME U Events Venue/Jovana Sedlan.

[O2025-0016451]

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 ME U Events Venue, Jovana Sedlan, 5425 West Lawrence Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Romanian Kosher Sausage Company.

[O2025-0016482]

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 7200 North Clark Street (Romanian Kosher Sausage Company) from the provisions of the Municipal Code requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking and loading facilities for their parking lot at 7200 North Clark Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

SNSRG LLC.

[O2025-0016103]

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 the premises of 2429 -- 2431 West Fullerton Avenue, SNSRG LLC (Property Owner: Tile Outlet, Ltd. Co: MJ Carpenter/PIN: 13-36-205-002-0000; 13-36-205-001-0000), from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall be in full force and effect immediately upon its passage and publication.

Western Auto Glass.

[O2025-0016131]

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 Western Auto Glass located at 5950 South Western Avenue, Chicago, Illinois 60636, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Wonderland Child Care Center.

[O2025-0016102]

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 Wonderland Child Care Center, 7158 West Addison Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

2252 West Chicago LLC.

[O2025-0016126]

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 2252 West Chicago LLC located at 2252 West Chicago Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

EXEMPTION OF APPLICANTS FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGES IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 21, 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 transmitted herewith authorizing and directing the Department of Transportation to exempt applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities if capacity of lot or garage exceeds six spaces. These ordinances were referred to the committee on April 16, 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 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Bronzeville Dares LLC.

[O2025-0016194]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Bronzeville Dares LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 536 -- 540 East 47th Street in order to allow access to said parking facilities which are in excess of six (6) spaces.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

—

1539 North Wells LLC.

[O2025-0016245]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 1539 North Wells LLC of 139 Tennyson Drive, Short Hills, New Jersey 07078, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 1539 to 1541 North Wells Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 21, 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 transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances were referred to the committee on April 16, 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 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

10600 S. Avenue C To Be Known As "Honorary Pat Carroll Way".

[O2025-0016388]

WHEREAS, Pat Carroll, owner of Crowbar, passed away on March 1, 2024. Pat was 72 years old; and

WHEREAS, Pat was a lifelong resident of the East Side. He had a passion and dream of owning a bar on the East Side where people could gather, share stories, and enjoy each other's company. The Crowbar banquet hall and bar were purchased by the Carroll's in 1981. Pat's previous jobs in trucking and iron working were quite different from owning a business. Pat gathered his family and soon they were working in various roles to support them and contribute to the success of their business; and

WHEREAS, Pat knew what kind of business he wanted and for it to have a significant role in the community. Crowbar became a place where people enjoyed gathering, coming from far and near. You entered as a customer and left as a friend, which is how Pat Carroll treated everyone. Whether attending a banquet, funeral luncheon, Friday night fish fry, or simply visiting for a drink or sandwich, it was always a place where one could connect with familiar faces from the neighborhood. Whatever the occasion, you knew you would be able to go to the Crowbar and reminisce with friends. This is especially true on St. Patrick's Day where Pat would be preparing for weeks for the biggest celebration on the East Side. Pat was proud that the Crowbar provided those connections; and

WHEREAS, Pat thrived at being a bar owner and knew that it took much more than owning a business to make it successful but also supporting the community. This came naturally to Pat since he had a very generous heart and kind spirit. He was known for his support in good times as well as tough times. He was known for supporting fundraising events, benefits for families as well as East Side Organizations such as the East Side Little League, South Chicago Parents and Friends, The Chamber of Commerce and so many others. There was always support for individuals' life-threatening issues, workers that were hurt on the job that could not support their families and police officers and firefighters. Pat would not hesitate to offer the use of the Crowbar's banquet hall, provide food and monetary donations. He received numerous awards, plaques, and trophies throughout the years, but most importantly thanks and gratitude for his generosity was endless; and

WHEREAS, Pat Carroll was much more than the owner of Crowbar; he was the dad to John and Michael. Both boys began learning business at a young age by working in the kitchen. Pat's sons grew up to be fine young men and are currently running the business with pride by remembering and carrying on their dad's legacy; and

WHEREAS, Pat appreciated his customers and the community that supported him and his family. He would enjoy spending time with customers and talking about old times. Pat was a master storyteller; he would play an old song on the juke box and talk about all the good times. In Pat's teenage days, he worked at the Clark Gas Station that was located across the street from Crowbar, which closed in the 1970's. It was ironic that he was eventually able to purchase that property that is now known as the Crowbar parking lot.

He was always looking for ways to improve and support the East Side community that had been so good to him and his family; and

WHEREAS, Although Pat Carroll is not with us any longer, the business continues to thrive through his two sons working hard with the continued support of the community. The East Side is a very tight knit community where businesses and residents support each other. Some of the long-time customers that have moved out of our area continue to support the Crowbar. As Pat would say, once an East Sider, always an East Sider, you always come back to the East Side; and

WHEREAS, Pat's appreciation for his customers and community was not taken for granted. We consider Pat Carroll one of the legends of the East Side who truly made a difference in our community; and

WHEREAS, Pat's family, friends and customers are very honored by this opportunity to have him remembered by this honorary street sign. It will be a reminder for years to come that being a business owner comes with greater responsibility not only to themselves and family but also to the community it serves; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows the erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of 10600 South Avenue C as "Honorary Pat Carroll Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

S. California Ave. (West Side), Between W. 26th St. And W. 28th St., To Be Known As "Honorary Officer Ella French Way".

[O2025-0016099]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of South California Avenue (west side), between West 26th Street and West 28th Street, as "Honorary Officer Ella French Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

N. Mohawk St., From W. Wisconsin St. To W. Menomonee St., To Be Known As "Ella Jenkins Street".

[O2025-0016133]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which permits the erection of honorary street-name designations, the Commissioner of Transportation shall take all necessary action for the standardization of North Mohawk Street, from West Wisconsin Street to West Menomonee Street, as "Ella Jenkins Street".

SECTION 2. This ordinance shall take effect upon passage and publication.

W. 87th St., Between S. Paulina St. And S. Wood St., To Be Known As "Honorary Dr. Hattie B. Jones".

[O2025-0016332]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of West 87th Street, between South Paulina Street and South Wood Street, as "Honorary Dr. Hattie B. Jones".

SECTION 2. This ordinance shall take effect upon its passage and publication.

N. Keeler Ave., Between W. Ainslie St. And W. Foster Ave., To Be Known As "James 'Jim' MacDonald Way".

[O2025-0016459]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows the erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of North Keeler Avenue, between West Ainslie Street and West Foster Avenue, as "James 'Jim' MacDonald Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

S. Dr. Martin Luther King, Jr. Dr., Between E. 85th St. And E. 86th St., To Be Known As "Thomas Eugene Wortham IV Way".

[O2025-0016414]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of South Dr. Martin Luther King, Jr. Drive, between East 85th Street and East 86th Street, as "Thomas Eugene Wortham IV Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

CALL ON 104TH ILLINOIS LEGISLATIVE GENERAL ASSEMBLY TO PASS TRANSIT MANAGEMENT REFORM AND REVENUE OMNIBUS PACKAGE.

[R2025-0016638]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, May 21, 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 *Adopt* the proposed resolution (R2025-0016638) transmitted herewith calling on the 104th Illinois Legislative General Assembly to pass transit management reform and revenue omnibus package. This resolution was referred to the committee on April 16, 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 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The City's and region's residents and economy depends on a high-quality, safe, reliable, frequent and interconnected public transit system; and

WHEREAS, According to the Regional Transportation Authority ("RTA"), approximately one million residents and visitors use public transit to access jobs, healthcare, retail and recreation throughout the Chicago region daily; and

WHEREAS, According to the 2020 census, 27 percent of Chicago households own no vehicles and rely on public transit for daily mobility needs and many more residents choose to use public transit for convenient and affordable transportation; and

WHEREAS, 70 percent of all paratransit rides occur within the City, one-third of all commuter rail stations are in the City, 40 percent of suburban bus riders connect to the Chicago Transit Authority ("CTA"), and CTA provides 30 percent of all suburban bus trips; and

WHEREAS, The public transit system is a major employer with approximately 15,000 people, many of them union employees who work at CTA, Metra and Pace providing essential service to residents; and

WHEREAS, In its 2022 Climate Action Plan the City of Chicago endeavored to reduce vehicle/car miles traveled by increasing trips made by walking, bicycling and usage of public transit; and

WHEREAS, Public transit in the City delivers environmental benefits such as improved air quality and the associated risk reduction in respiratory and cardiovascular health issues, as well as public safety benefits via reduced personal vehicular-related accidents; and

WHEREAS, While the City has taken important steps to support travel via public transit including the adoption of equitable public transit-oriented development, support for public

transit-focused tax improvement districts, support for upgraded rail and bus stations, bus rapid public transit, improvements to Chicago Union Station, and the CREATE rail program, the public transit system in Chicago and Illinois have consistently been underfunded, and the COVID pandemic only magnified underlying structural problems; and

WHEREAS, According to the RTA, northeastern Illinois' public transit system is at risk of a 40 percent service reduction in early 2026 if the 104th Illinois General Assembly ("ILGA") does not implement a funding and management solution that addresses the upcoming \$770 Million budget shortfall resulting from changes in ridership, cost inflation, and the exhaustion of federal COVID-era funding; and

WHEREAS, If no additional funding is secured, the RTA estimates that four of eight CTA rail lines would be all or partially shut down, and 60 percent of bus routes would be eliminated, which would have a devastating impact to Chicago's residents and its economy; and

WHEREAS, Such public transit service cuts would worsen traffic congestion in the region, which is already among the highest in the world, cutting down the ability of drivers and public transit users to access jobs and other opportunities and shrinking the pool of available employees, students, and clients for businesses, educational institutions, and service providers; and

WHEREAS, The Chicago Metropolitan Agency for Planning, in its Plan of Action for Regional Transit ("PART"), a report commissioned by the ILGA, recommended up to \$1.5 Billion in additional annual operating funding be used to deliver public transit service improvements systemwide in northeastern Illinois and laid out a menu of options to stabilize and grow the funding sources for public transit; and

WHEREAS, PART calls for a more integrated and connected public transit network and that network depends on the City of Chicago's density, centrally located downtown, and the City's public transit-focused investment and regulatory environment; and

WHEREAS, We believe that management reform accompanied by a funding solution ensuring a safe, reliable, and accessible public transit system needs to be passed during ILGA's Spring 2025 legislative session, given that it takes months for funding to flow through to the service boards, for service analysis to occur in compliance with Federal public transit Administration regulations, and for public transit operator schedules to be adjusted; now, therefore,

Be It Resolved, That the Chicago City Council strongly urges the 104th ILGA to pass a transit omnibus package that addresses the impending fiscal cliff faced by the CTA, Metra and Pace with all haste, to hold ourselves accountable in providing this essential service to the people of the Chicago region; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to President of the Illinois Senate Don Harmon, Speaker of the Illinois House of Representatives Emmanuel "Chris" Welch and Illinois Governor JB Pritzker.

COMMITTEE ON WORKFORCE DEVELOPMENT.

AMENDMENT OF CHAPTER 2-74 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-74-097 ALLOWING RELEVANT WORK EXPERIENCE TO BE DEEMED EQUIVALENT TO COLLEGE DEGREE FOR CITY HIRING IN CERTAIN POSITIONS.

[SO2025-0016662]

The Committee on Workforce Development submitted the following report:

CHICAGO, May 13, 2025.

To the President and Members of the City Council:

Your Committee on Workforce Development, having had under consideration an ordinance amending Municipal Code Chapter 2-74 by adding new Section 2-74-097 allowing relevant work experience equivalent to a college degree for eligibility for hire to positions in City employment unless skills required can only be obtained through advanced degree, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

At the meeting the substitute ordinance (SO2025-0016662) was passed out of the committee by a voice vote of those members present.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
Chair.

On motion of Alderperson Rodríguez, 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 2-74 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-74-097, as follows:

2-74-097 Employment Applications -- Skills-Based Hiring.

When the Commissioner of Human Resources considers applicants to hire for a position of City employment, the Commissioner may consider relevant work experience if the Commissioner, when appropriate, determines that such work experience is equivalent to a college degree.

SECTION 2. This ordinance shall be in full force and effect following due passage and publication.

**COMMITTEE ON ZONING, LANDMARKS
AND BUILDING STANDARDS.**

AMENDMENT OF SECTIONS 17-3-0207 AND 17-4-0207 OF MUNICIPAL CODE REMOVING BY-RIGHT PERMIT REQUIREMENTS FOR RESIDENTIAL STORAGE WAREHOUSES IN B3, C1, C2, C3 AND DX ZONING DISTRICTS.

[O2025-0016754]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

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 May 20, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0016754 that amends Municipal Code Sections 17-3-0207 and 17-4-0207 regarding residential storage warehouses in B3, C1, C2, C3 and DX zoning districts, noting that Alderperson Lawson would like to be recorded as voting "No" on the matter.

Page 1 also contains Document Number O2025-0016599 regarding the historical landmark designation for Wax Trax! located at 2449 North Lincoln Avenue in the 43rd Ward.

Moving on, pages 2 through 13 contain various map amendments in the 1st, 4th, 8th, 11th, 14th, 15th, 16th, 21st, 24th, 25th, 26th, 27th, 28th, 31st, 32nd, 33rd, 36th, 43rd, 44th, 45th, 47th and 50th Wards.

Lastly, page 1 contains various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 11th, 13th, 22nd, 25th, 27th, 28th, 29th, 32nd, 34th, 36th, 42nd, 44th, 47th, 48th 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 48.

Nays -- Alderperson Lawson -- 1.

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

The following is said ordinance as passed:

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

SECTION 1. Section 17-3-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and by inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

17-3-0207 Use Table And Standards.

USE GROUP	Zoning Districts						Use Standard	Parking Standard
Use Category	B1	B2	B3	C1	C2	C3		
Specific Use Type								
P = permitted by right S = special use approval required PD = planned development approval required - = not allowed								
(Omitted part of this table is unaffected by this ordinance.)								
COMMERCIAL								
(Omitted part of this table is unaffected by this ordinance.)								
OO. Reserved Residential Storage Warehouse	-	-	<u>P</u>	<u>P</u>	<u>P</u>	<u>P S</u>		<u>§17-10-0207-Q</u>
(Omitted part of this table is unaffected by this ordinance.)								

SECTION 2. Section 17-4-0200 of Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by deleting the struck through language and by inserting the underscored language, as follows:

(Omitted text is unaffected by this ordinance.)

17-4-0207 Use Table And Standards.

USE GROUP	Zoning Districts				Use Standard	Parking Standard
Use Category	DC	DX	DR	DS		
Specific Use Type						
P = permitted by right S = special use approval required PD = planned development approval required - = not allowed						
(Omitted part of this table is unaffected by this ordinance.)						
COMMERCIAL						
(Omitted part of this table is unaffected by this ordinance.)						
OO. *Residential Storage Warehouse	-	<u>P</u>	-	<u>P</u>	§ 17-9-0113.1	<u>§ 17-10-0208</u>
(Omitted part of this table is unaffected by this ordinance.)						

SECTION 3. This ordinance shall take effect upon its passage and approval.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

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 May 20, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0016754 that amends Municipal Code Sections 17-3-0207 and 17-4-0207 regarding residential storage warehouses in B3, C1, C2, C3 and DX zoning districts, noting that Alderperson Lawson would like to be recorded as voting "No" on the matter.

Page 1 also contains Document Number O2025-0016599 regarding the historical landmark designation for Wax Trax! located at 2449 North Lincoln Avenue in the 43rd Ward.

Moving on, pages 2 through 13 contain various map amendments in the 1st, 4th, 8th, 11th, 14th, 15th, 16th, 21st, 24th, 25th, 26th, 27th, 28th, 31st, 32nd, 33rd, 36th, 43rd, 44th, 45th, 47th and 50th Wards.

Lastly, page 1 contains various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 11th, 13th, 22nd, 25th, 27th, 28th, 29th, 32nd, 34th, 36th, 42nd, 44th, 47th, 48th and 50th Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,
Chair.

On motion of Alderperson Burnett, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

Nays -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map No. 1-G.
(As Amended)
(Application No. 22656)
(Common Address: 727 N. Milwaukee Ave./1001 W. Chicago Ave.)
[SO2025-0015282]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the Residential-Business Planned Development Number 1263, as amended, District symbols and indications as shown on Map Number 1-G in the area bounded by:

West Chicago Avenue; North Morgan Street; North Milwaukee Avenue; and North Carpenter Street,

to those of Residential-Business Planned Development Number 1263, as amended, which is hereby established in the area described, subject to such use and bulk regulations as set forth in this Plan of Development herewith attached and made a part hereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. 1263, As Amended.

Standard Planned Development Statements.

The Planned Development Statements describe the legal regulations and conditions that will control the development of the proposed project. The following statements shall be included in the ordinance; any proposed changes to these statements must be discussed and reviewed with the Chicago Department of Planning and Development. Based on the scope of the project, additional statements (listed at the end of this document) may be required. The following statements must be included in the ordinance:

1. The area delineated herein as Planned Development Number 1263, as amended ("Planned Development") consists of a net site area of approximately 90,250 square feet (2.07 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the Applicant, 1001 Chicago 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.

4. This plan of development consists of fifteen (15) Statements: a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; Existing Planned Development Boundary and Property Line Map; Student Drop-off/Pick-Up Site Plan; First Floor Plan (Annex Space A) Floor; First Floor Plan (Spaces C and D) and Second Floor Plan (Space D) Exhibits prepared by Arete Design Studio and dated (date of Plan Commission presentation) submitted herein; the exhibits published in the September 20, 2018 *Journal of the Proceedings of the City Council of the City of Chicago* (pages 85330 -- 85338) shall be preserved, brought forward and incorporated as part of Applicant's proposed amendment to Planned Development. Full size 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 in the area delineated herein as a Planned Development Number 1263, as amended:

Multi-unit residential; townhomes; daycare; financial services; office except electronic data storage; retail sales; general food and beverage retail sales; eating and drinking establishments (including tavern); accessory off-street parking and loading; non-accessory off-street parking is permitted, but only in the underground garage of the north building; 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 90,250 square feet and a base FAR of 5.0.
9. 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.
10. 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.
11. 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.
12. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
13. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
14. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development

approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any use thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

15. 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 DX-5 Downtown Mixed-Use District (underlying zoning that formed the basis of this Planned Development).

[Zoning Map; Land-Use Map; Boundary and Property Line Map;
Drop-Off/Pick-Up Site Plan; Ground Level Floor Plan
(Spaces C and D); Second Floor Plan (Space D);
Ground Level Floor Plan (Annex Space A); and
Roof Level Plan (Space D) referred to in
these Plan of Development Statements
printed on pages 28586
through 28593 of
this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. 1263, As Amended.

Bulk Regulations And Data Table.

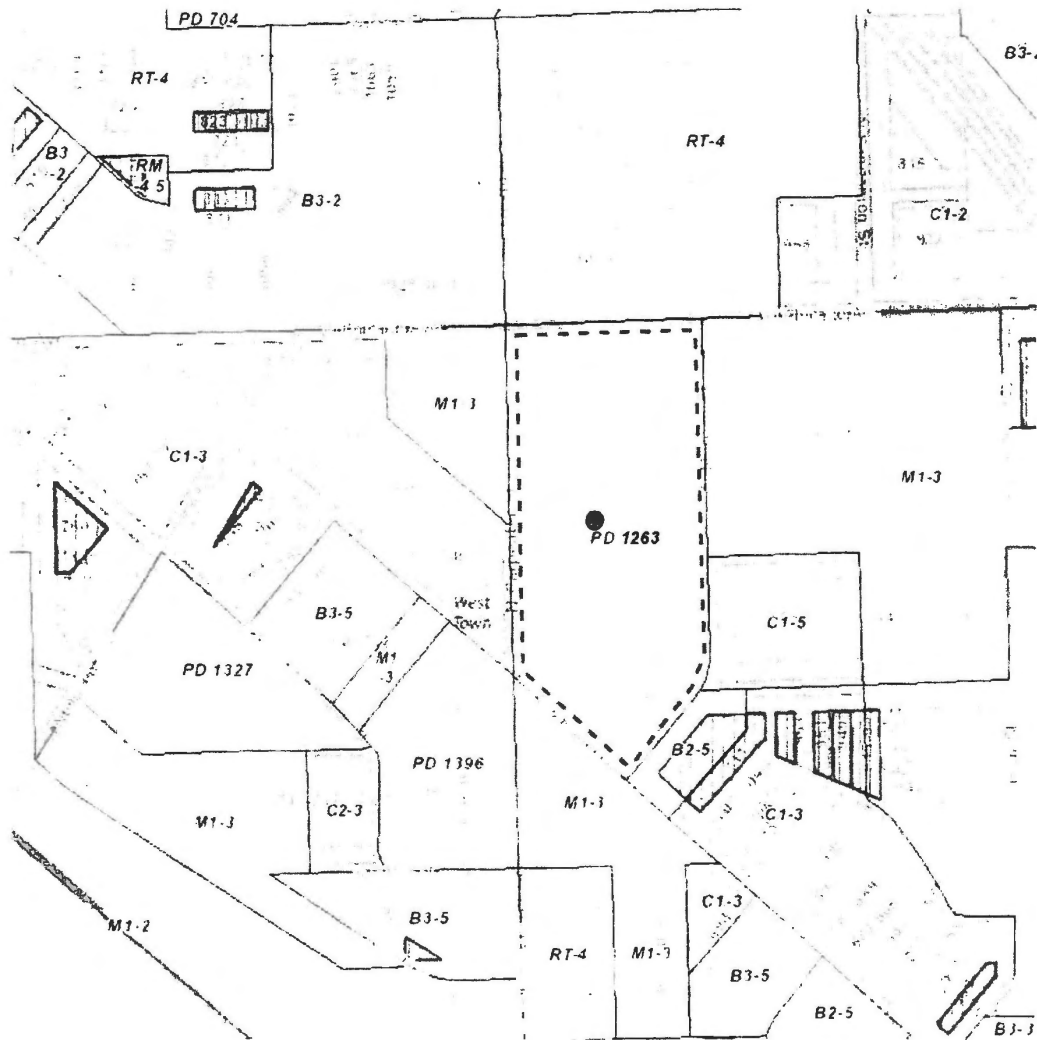
Gross Site Boundary Area (per revised P.D.):	139,303 square feet (3.197 acres)
Area of Public Right-of-Way:	49,058 square feet (1.13 acres)
Net Site Area:	90,250 square feet (2.07 acres)
1001 West Chicago Avenue:	81,849 square feet (1.879 acres)
727 North Milwaukee Avenue:	7,470 square feet (0.171 acre)
Vacated Public Way:	926 square feet (0.021 acre)
Permitted Floor Area Ratio:	4.70 (per approved P.D. Number 1263)
Actual Floor Area Ratio:	4.36 FAR
	Calculated as follows:
	383,384 square feet (1001 West Chicago Avenue, allowable building area)
	9,463 square feet (727 North Milwaukee Avenue, allowable building area)
	393,297 square feet gross building area/90,245 square feet site area = 4.36 FAR

Maximum Number of Dwelling Units:	363 Units
Minimum Number of Off-Street Parking Spaces:	243 Parking Spaces
Minimum Number of Bicycle Parking Spaces:	363 Parking Spaces
Minimum Off-Street Loading Spaces:	(1) Space at 12 feet by 50 feet (2) Spaces at 10 feet by 25 feet (0) Spaces required for 727 North Milwaukee Avenue under DX-5 Zoning District
Setbacks from Property Line:	In compliance per the existing P.D. Number 1263
Maximum Building Height:	
738 North Morgan Street (North Building):	Approximately 152 feet in height (per approved P.D. Number 1263 Administrative Relief letter dated May 13, 2016, from Zoning Administrator Patricia Scudiero).
728 North Morgan Street (South Building):	Approximately 188 feet in height (per approved P.D. Number 1263 Administrative Relief letter dated May 13, 2016, from former Zoning Administrator Patricia Scudiero).
727 North Milwaukee Avenue:	47 feet in height

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Amendment to Residential-Business Planned Development No. 1263

Zoning Map Exhibit



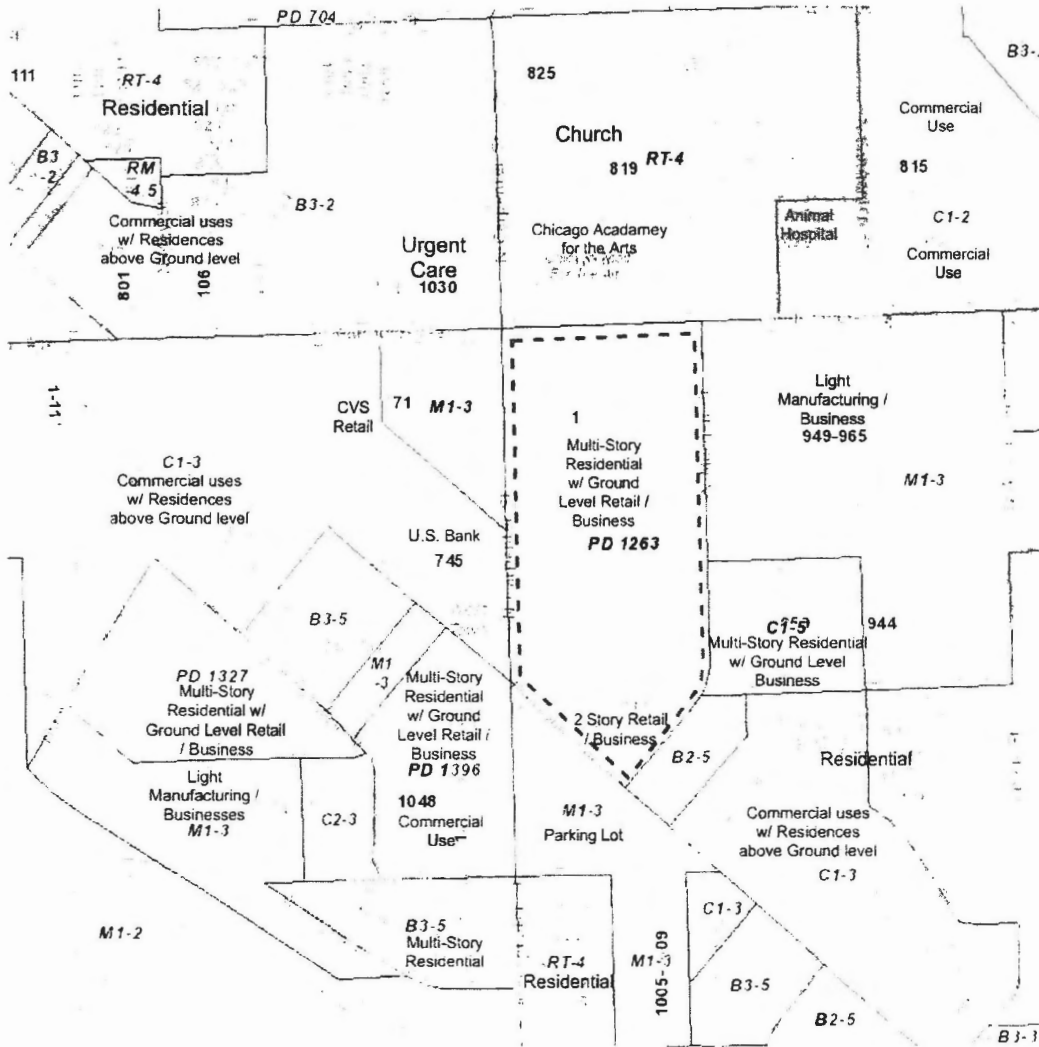
Applicant: 1001 Chicago LLC
Address: 727 N. Milwaukee Ave / 1001 Chicago Ave.
Date of Introduction: February 19, 2025
Plan Commission:

Exhibit A

FINAL FOR PUBLICATION

Amendment to Residential-Business Planned Development No. 1263

Land Use Map Exhibit



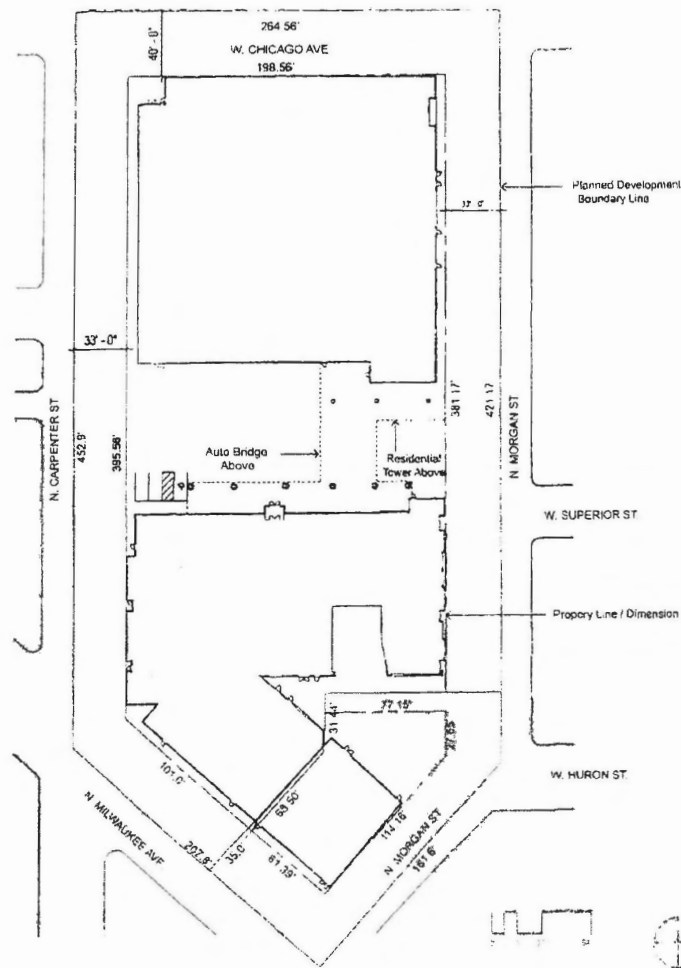
Applicant: 1001 Chicago LLC
 Address: 727 N. Milwaukee Ave / 1001 Chicago Ave.
 Date of Introduction: February 19, 2025
 Plan Commission:

Exhibit B

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Amendment to Residential-Business
Planned Development No. 1263

Planned Development Boundary & Property Line Map

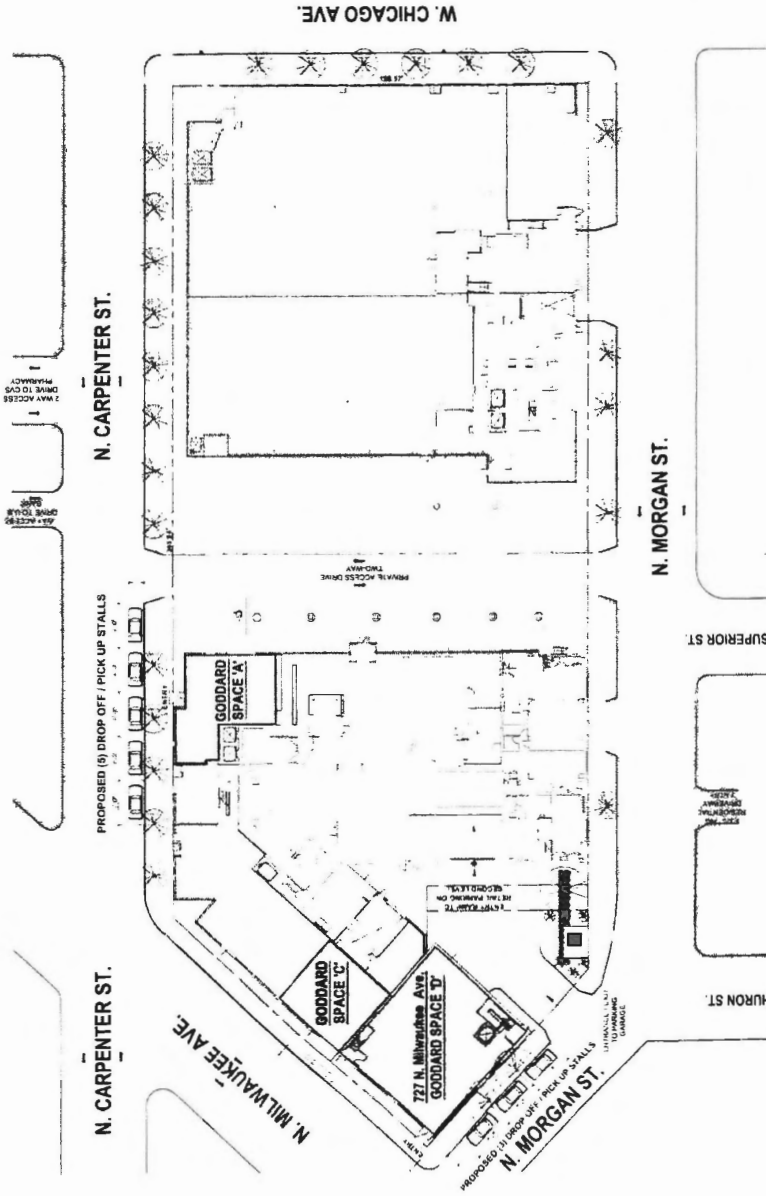


Applicant: 1001 Chicago LLC
Address: 727 N. Milwaukee Ave / 1001 Chicago Ave.
Date of Introduction: February 19, 2025
Plan Commission:

Exhibit C

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Amendment to Residential-Business Planned Development No. 1263

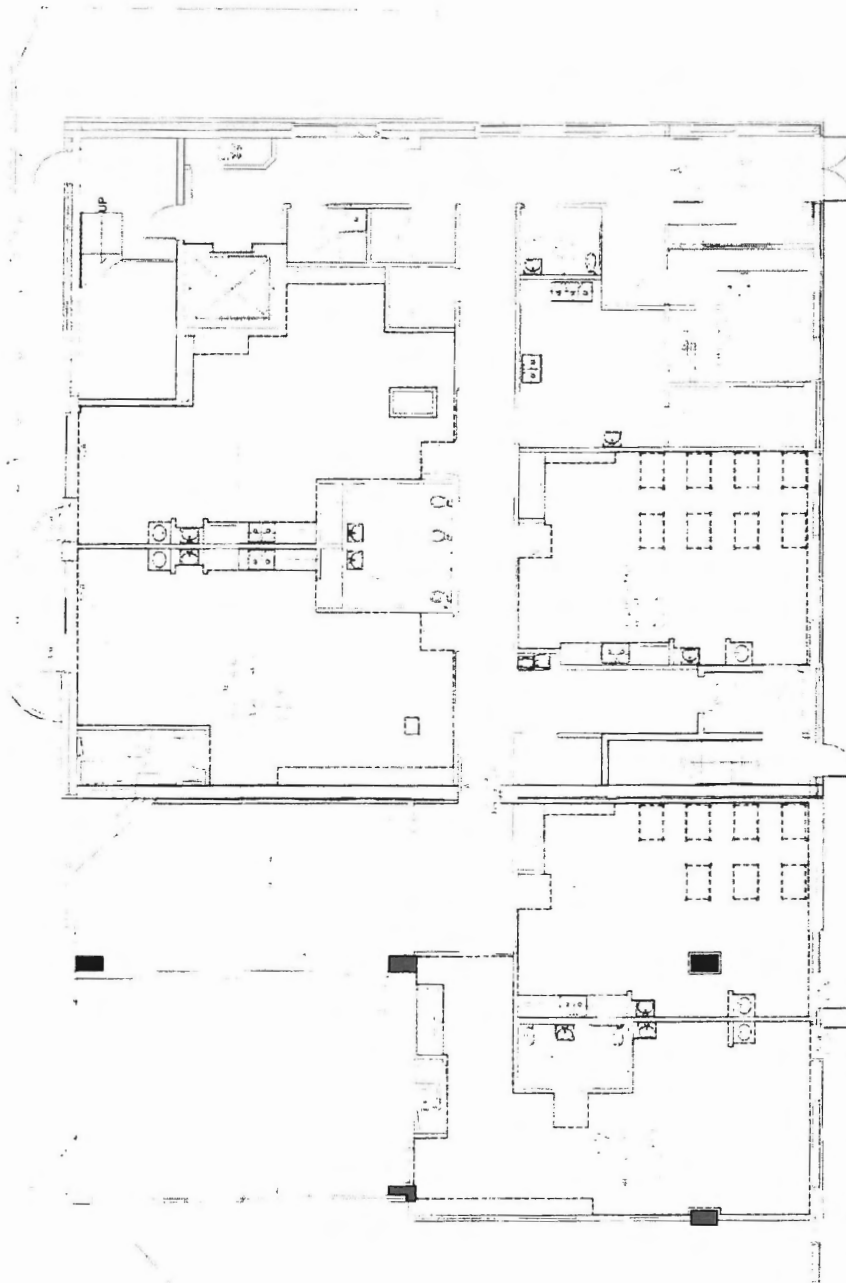


Applicant: 1001 Chicago LLC
 Address: 727 N. Milwaukee Ave / 1001 Chicago Ave.
 Date of Introduction: February 19, 2025
 Plan Commission:

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EXHIBIT	SPACES C & D	GROUND LEVEL	FLOOR PLAN	EXHIBIT 'F'
DATE	NO.	DATE	NO.	NO.
				FP-10

Amendment to
Residential-Business Planned
Development No. 1263

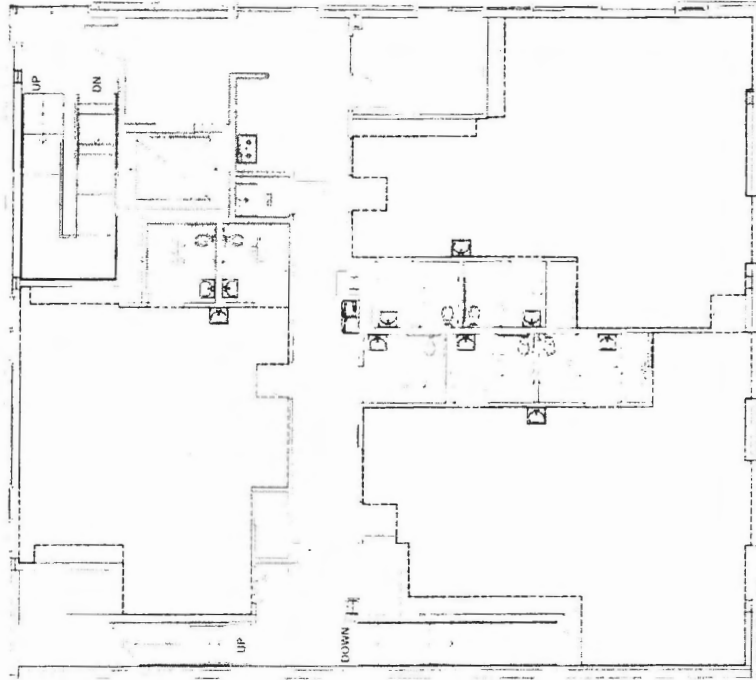


Applicant: 1001 Chicago LLC
Address: 727 N. Milwaukee Ave / 1001 Chicago Ave. GROUND LEVEL FLOOR PLAN (SPACES C & D)
Date of Introduction: February 19, 2025
Plan Commission:

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DATE FILED	FILE NO.
SPACE 'D'	1001 CHICAGO
SECOND FLOOR	
PLAN	
EXHIBIT 'F'	
DATE	FILE NO.
5/21/2025	1001 CHICAGO
PP-1.1	

Amendment to
Residential-Business Planned
Development No. 1263

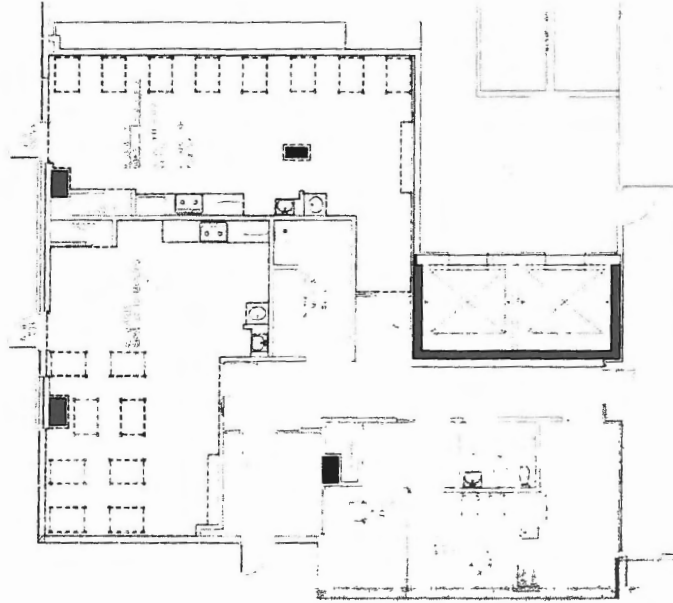


SECOND FLOOR PLAN (SPACE 'D')

Applicant: 1001 Chicago LLC
Address: 727 N. Milwaukee Ave / 1001 Chicago Ave
Date of Introduction: February 19, 2025
Plan Commission:

FINAL FOR PUBLICATION

Amendment to
Residential-Business Planned
Development No. 1263



GROUND LEVEL FLOOR PLAN (ANNEX SPACE 'A')

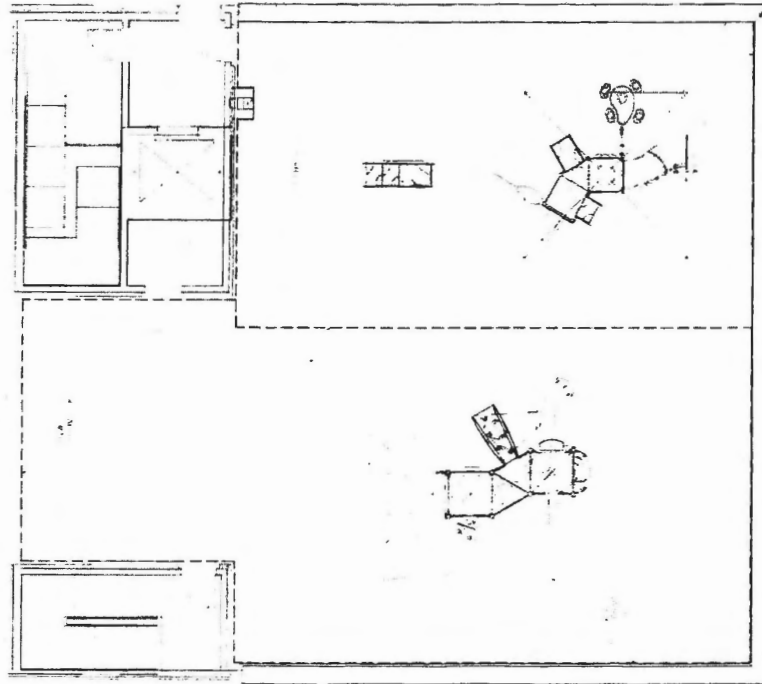
PROJECT	ANNEX SPACE 'A'
DATE	5/21/2025
DESCRIPTION	GROUND LEVEL FLOOR PLAN EXHIBIT 'F'
SCALE	AS SHOWN
NO.	FP-12

Applicant: 1001 Chicago LLC
 Address: 727 N. Milwaukee Ave / 1001 Chicago Ave.
 Date of Introduction: February 19, 2025
 Plan Commission:

FINAL FOR PUBLICATION

IDENTIFY	SPACE 'D'
PLAN	ROOF LEVEL
EXHIBIT 'F'	
DATE	02/19/2025
PROJECT NO.	FP-13
SCALE	AS SHOWN
DATE	02/19/2025

Amendment to
Residential-Business Planned
Development No. 1263



ROOF LEVEL PLAN (SPACE 'D')

Applicant: 1001 Chicago LLC
Address: 727 N. Milwaukee Ave / 1001 Chicago Ave.
Date of Introduction: February 19, 2025
Plan Commission:

Reclassification Of Area Shown On Map No. 1-J .

(Application No. A-8972)

(Common Address: 3312 -- 3328 W. Lake St.)

[O2025-0016401]

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 M1-3 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 1-J in the area bounded by:

the alley next north of and parallel to West Lake Street; a line 443.32 feet east of and parallel to North Homan Avenue; West Lake Street; and a line 297.62 feet east of and parallel to North Homan Avenue,

to those of a C2-3 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 3-G.

(As Amended)

(Application No. 22634)

(Common Address: 1333 N. Kingsbury St.)

[SO2025-0014815]

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 and C3-5 Commercial, Manufacturing and Employment District symbols and indications as shown on Map Number 3-G in the area bounded by:

North Kingsbury Street; West Scott Street; the public alley running northwest from West Scott Street to West Evergreen Street in the block between North Kingsbury Street and North Halsted Street; and West Evergreen Street,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the B2-5 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 3-G in the area bounded by.

North Kingsbury Street; West Scott Street; the public alley running northwest from West Scott Street to West Evergreen Street in the block between North Kingsbury Street and North Halsted Street; and West Evergreen 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.

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 73,869 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property"). 1333 N Kingsbury LLC 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 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.

Additionally, as part of this project, the Applicant agrees to contribute \$45,000 towards the design fees for a new traffic signal at the intersection of North Halsted Street and West Scott Street prior to Part II approval.

4. This plan of development consists of 17 Statements: a Bulk Regulations and Data Table and the following exhibits and plans attached hereto prepared by Fitzgerald Architects and dated May 15, 2025 (the “Plans”): an Existing Land-Use Map; an Existing Zoning Map; a P.D. Property Line, Boundary and Subarea Map; an Overall Site Plan; a Site Plan Subarea A Plan; a Site Plan Subareas B and C Ground Floor Plan; a Landscape Plan Subareas B and C; Subarea C Building Elevations (North, East, South and West); Subarea C Level Parking Plans (Levels 3 and 4); Subarea C Typical Residential Plan; and an ARO Affordable Housing Profile Form (“AHP”). In any instance where a provision of this Planned Development conflicts with the Chicago Building Code or AHP, the Building Code or AHP, as applicable, shall control.

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 Planned Development _____:

Subarea A: Accessory and Non-Accessory Parking, including but not limited to, off-site parking for the required 26 off-site accessory parking spaces to serve the three-story office building use located at 1400 North Kingsbury Street, formally known as 860 West Evergreen Street; Off-site parking for up to twenty off-site non-required accessory parking spaces to serve the retail use located at 1422 North Kingsbury Street; and shared off-site parking of 26 non-required accessory parking spaces after 5:00 P.M. to serve the retail use located at 1422 North Kingsbury Street.

Subareas B and C: residential above the ground floor; vacation rental; shared housing; animal services (excluding overnight boarding and kennels); office; daycare; business equipment sales and service; business support services; eating and drinking establishments (all, excluding rooftop outdoor patio); entertainment and spectator sports (excluding inter-track wagering facilities); indoor special events including incidental liquor sales; financial services (excluding payday loans and pawn shops); food and beverage retail sales; medical services; personal service; general retail sales; indoor participant sports and recreation; co-located wireless communication facilities, accessory parking 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 permitted floor area ratio (FAR) identified in the Bulk Regulations Table has been determined using a net site area of 73,869 square feet of net site area 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.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof),

and *(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Applicant acknowledges and agrees that the rezoning of the Property from the M2-3 Light Industry District and the C3-5 Commercial, Manufacturing and Employment District to the B2-5 Neighborhood 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 an "Inclusionary Housing Area" within the meaning of the ARO and permits the construction of 615 dwelling units. The Applicant intends to construct 272 rental units (the "Project").

Developers of rental projects in Inclusionary Housing Areas with 30 or more units must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling

* Editor's note: Numbering sequence error; (i) missing in original document.

units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, Inclusionary Housing Area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. As required under subsection (AA), whether on-site or off-site, developers must give preference in leasing to veterans for at least 10 percent of the total number of affordable units required. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 54.4 affordable units (20 percent of 272) and half of those affordable units are Required Units. The Applicant has agreed to satisfy its affordable housing obligation by providing 55 affordable units in the Project, as set forth in the Affordable Housing Profile (AHP) attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income ("AMI"), as updated annually, provided that (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI, (y) at least one-third (or 18 units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 3 of the 18 units) must be affordable to households at or below 40 percent of the AMI, and (z) all income levels must be multiples of 10 percent of the AMI.

If the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D. and will constitute a lien against such property. The Commissioner of DOH may enforce remedies for any breach of this Statement 16, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to the B2-5 Neighborhood Mixed-Use District.

[ARO Units and Adaptable Units Matrix; ARO Units and Adaptable Units Key Plans; Existing Land-Use Map; Existing Zoning Map; Property Line Plus Boundary and Subarea Map; Overall Site Plan; Site Plan Subareas A, B, C and Ground Floor; Landscape Plan -- Subareas B and C; Subarea C -- North, South, East and West Building Elevations; Subarea C -- Level 3 Office Parking Plan (Level 2 sim.); Subarea C -- Level 4 Residential Parking Plan (Levels 5 and 6 sim.); and Subarea C -- Typical Residential Plan referred to in these Plan of Development Statements printed on pages 28607 through 28625 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):	104,439
Area of Public Rights-of-Way (square feet):	30,570
Net Site Area (square feet):	73,869
Subarea A:	16,349
Subarea B:	36,802
Subarea C:	20,718
Maximum Floor Area Ratio:	5.0
Subarea A:	3.0
Subarea B:	2.78
Subarea C:	10.51

Maximum Permitted Dwelling Units:	272
Subarea A:	0
Subarea B:	0
Subarea C:	272
Minimum Off-Street Parking Spaces:	
Subarea A:	44 (existing to remain)
Subarea B:	17
Subarea C:	221
Minimum Bicycle Parking Spaces:	
Subarea A:	0
Subarea B:	4
Subarea C:	272
Minimum Off-Street Loading Berths:	
Subarea A:	0
Subarea B:	2
Subarea C:	2
Maximum Building Height:	
Subarea A:	60 feet
Subarea B:	72 feet (existing to remain)
Subarea C:	243 feet by 4 inches
Minimum Setbacks:	In accordance with plans

FINAL FOR PUBLICATION

ARO Intake Application

Submission ID: 938201

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirety online at: https://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.org.

Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Applicant Name *	Applicant Contact Person *
1333 N Kingsbury LLC	Jeff Berta
Applicant Email *	Applicant Phone *
jberta@strdev.com	(630) 709-4294
Applicant Address *	
211 N. Clinton, Suite 2N, Chicago, IL 60661	
Attorney Name *	Attorney Email *
Katie Jahnke Dale	katie.dale@usdlapiper.com

Development Information

Development Address:

From *	To	Direction *	Street Name *
1301	1333	N	KINGSBURY
Zip Code *	Ward *	ARO Zone *	
60642	27	ARO Inclusionary Ar	
Development Name *	If you are working with a Planner at the City, what is his/her/their name?		
1333 N Kingsbury	James Gwinner		
Zoning Application Number (if applicable)	Council Introduction Date *		
	1/15/2025		
Is your project currently in, or do you plan to rezone to, a downtown zoning district? *			
No			
ARO Trigger *	Development Type *		
Zoning Entitlement	Rental		
Total Units *			
272			

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1/1/2026

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) *

3/1/2026

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% SET-ASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI

ARO Option *

10% AT A WEIGHTED AVERAGE OF 100% AMI
8% AT A WEIGHTED AVERAGE OF 80% AMI

Affordable Units Required *	Minimum On-Site Units *	Maximum Units Paid For In-Lieu *
54.4	14	27
Proposed On-Site Units *	Proposed Off-Site Units *	Proposed In-Lieu Units *
55	0	0
In-Lieu Amount Owed *	On-Site Units To CUJHTF or CHA *	
\$0.00	0	

If the In-Lieu Amount Owed calculation results in a fractional unit that is less than 0.5, the developer shall either pay an in-lieu fee or provide an additional unit to satisfy the fractional obligation. The in-lieu fee for any fractional unit will be calculated as follows: [fractional unit] x [applicable in-lieu fee].

Off-Site Address:

From _____ To _____ Direction _____ Street Name _____
 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 *

[ARO Affordable Unit Details and Square Footage 2025 -333Kingsbury 2025-0310.xlsx](#)

Dimensioned Floor Plans with affordable units highlighted

[2025-01-301333Kingsbury-DOH-AROUnitdistributionplan.pdf](#)

If ARO units are CUJHTF 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

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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. Boundary Survey
- d. Draft permit application prior to submission to the Department of Buildings (DOB)
- e. Final construction drawings stamped by the architect of record prior to submission to DOB

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

- a. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH
- b. A copy of the front and back of each building permit for each property with all DOB signoffs
- c. A copy of the Certificate of Occupancy for each property (if applicable)
- d. Final GC and Owner Sworn Statements
- e. All final waivers of lien or a title report showing no liens for each property
- f. As built Survey (new construction)
- g. Final Issued for Construction Permitted Construction Drawings
- h. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *

Jeffrey M. Berta



Managing Deputy Commissioner

Date 5-1-25

Summary

Work Log

Submission Date: 03/12/2025 04:29:11 PM

Amended Date:

Admin Amended Date:

Admin Amended By:

Admin Amended Justification:

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Project Name	1333 N Kingsbury
Zoning Application number, if applicable	
Address	1333 N Kingsbury Street (Sub Area C)
Is this a For Sale or Rental Project?	Rental
Anticipated average psi rent/price?	
Total Units in Project	272
	55

unit type	market rate			ARO			affordable v. market square footage*
	how many?	% of total	avg. square footage	how many?	% of total	avg. square footage	
studio	140	65%	471	36	65%	485	103%
one-bed	51	24%	717	13	24%	739	103%
two-bed	26	12%	970	6	11%	950	98%
three-bed	0	0%	0	0	0%	0	0%
four-bed	0	0%	0	0	0%	0	0%

*ARO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of ARO units can be studios)
 **the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off-site units must meet minimum unit sizes specified in the Design Guidelines

All projects with proposed ARO units must complete this tab

	Market Rate Units	Affordable Units
Parking	138 (available to both market & affordable)	138 (available to both market & affordable)
Laundry	In-unit	In-unit
Appliances	New, GE or equal Energy Star compliant	New, GE or equal Energy Star compliant
Refrigerator <i>age/EnergyStar/make/model/color</i>	New, GE or equal Energy Star compliant	New, GE or equal Energy Star compliant
Dishwasher <i>age/EnergyStar/make/model/color</i>	New, GE or equal Energy Star compliant	New, GE or equal Energy Star compliant
Stove/Oven <i>age/EnergyStar/make/model/color</i>	New, GE or equal Energy Star compliant	New, GE or equal Energy Star compliant
Microwave <i>age/EnergyStar/make/model/color</i>	GE Profile-Series	New, GE or equal Energy Star compliant
Bathroom(s) how many? Half bath? Full bath?	Studio = 1 full bathroom, 1 bedroom = 1 full bathroom, 2 bedrooms = 2 full bathrooms	Studio = 1 full bathroom, 1 bedroom = 1 full bathroom, 2 bedrooms = 2 full bathrooms
Kitchen countertops material	Quartz	Quartz
Flooring material	LVT, Tile	LVT, Tile
HVAC	Unit level-Vertical high-rise heat pumps with corridor ducted supply Common areas - heat pumps and electric baseboard as needed	Unit level-Vertical high-rise heat pumps with corridor ducted supply Common areas - heat pumps and electric baseboard as needed
Other		

AMI Mix for ARO Units

Unit Type	AMI						Units	Average
	30%	40%	50%	60%	70%	80%		
Studio		2	7	19	5	3	36	60.00%
1 bed		1	6	1	3	3	13	60.00%
2 bed		1	1	2	1	1	6	60.00%
3 bed								
4 bed								
		8	14	22	8	7	55	60.00%

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Adaptive Units Scoping

Total Number of Units Proposed = 272 Units

Total ARO Units = 20% of Total Units = 55 Units

100% ARO Units = ARO (Type A w/o Conduit) = 55 Units

80% of ARO units = ARO (Type A w/o Conduit) = 44 Units

20% of ARO units = ARO (Type A Conduit) = 11 Units

Total Market-rate Units = 80% of Total Units = 217 Units

20% of Market-rate (Type A) units = Market-rate (Type A) = 44 Units

80% of Market-rate (Type A) units = Market-rate (Type A w/o Conduit) = 35 Units

20% of Market-rate (Type B) units = Market-rate (Type B) = 9 Units

80% of Market-rate (Type B) units = Market-rate (Type B w/o Conduit) = 173 Units

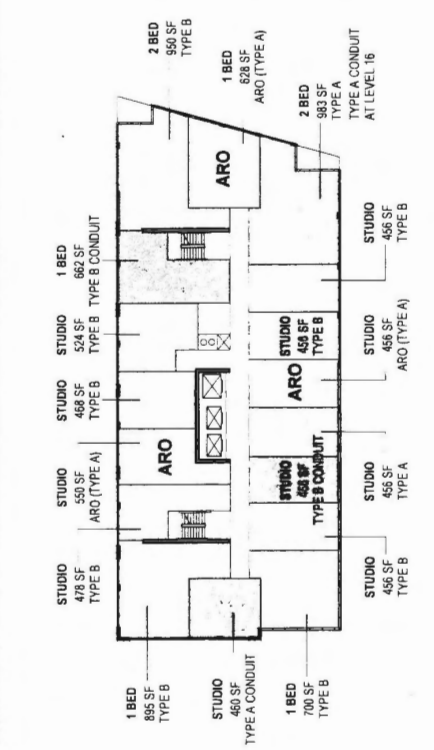
20% of Market-rate (Type B) units = Market-rate (Type B Conduit) = 35 Units

Levels	Studio			1-Bed			2-Bed			Total			
	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)				
21	1	1	1	1	1	1	1	1	1	1			
20	1	1	1	1	1	1	1	1	1	1			
19	1	1	1	1	1	1	1	1	1	1			
18	1	1	1	1	1	1	1	1	1	1			
17	1	1	1	1	1	1	1	1	1	1			
16	1	1	1	1	1	1	1	1	1	1			
15	1	1	1	1	1	1	1	1	1	1			
14	1	1	1	1	1	1	1	1	1	1			
13	1	1	1	1	1	1	1	1	1	1			
12	1	1	1	1	1	1	1	1	1	1			
11	1	1	1	1	1	1	1	1	1	1			
10	1	1	1	1	1	1	1	1	1	1			
9	1	1	1	1	1	1	1	1	1	1			
8	1	1	1	1	1	1	1	1	1	1			
7	1	1	1	1	1	1	1	1	1	1			
6	1	1	1	1	1	1	1	1	1	1			
5	1	1	1	1	1	1	1	1	1	1			
4	1	1	1	1	1	1	1	1	1	1			
3	1	1	1	1	1	1	1	1	1	1			
2	1	1	1	1	1	1	1	1	1	1			
1	1	1	1	1	1	1	1	1	1	1			
Total	36	20	111	176	13	10	64	6	5	21	32	272	
ARO Units	36			176			64			21			272
Market-rate Units	236			163			58			19			217
ARO (Type A w/o Conduit)	36			176			64			21			272
Market-rate (Type A w/o Conduit)	23			163			58			19			217
Market-rate (Type B w/o Conduit)	9			163			58			19			217
Market-rate (Type A Conduit)	11			163			58			19			217
Market-rate (Type B Conduit)	0			163			58			19			217
Total	36	20	111	176	13	10	64	6	5	21	32	272	
ARO Units	36			176			64			21			272
Market-rate Units	236			163			58			19			217
ARO (Type A w/o Conduit)	36			176			64			21			272
Market-rate (Type A w/o Conduit)	23			163			58			19			217
Market-rate (Type B w/o Conduit)	9			163			58			19			217
Market-rate (Type A Conduit)	11			163			58			19			217
Market-rate (Type B Conduit)	0			163			58			19			217

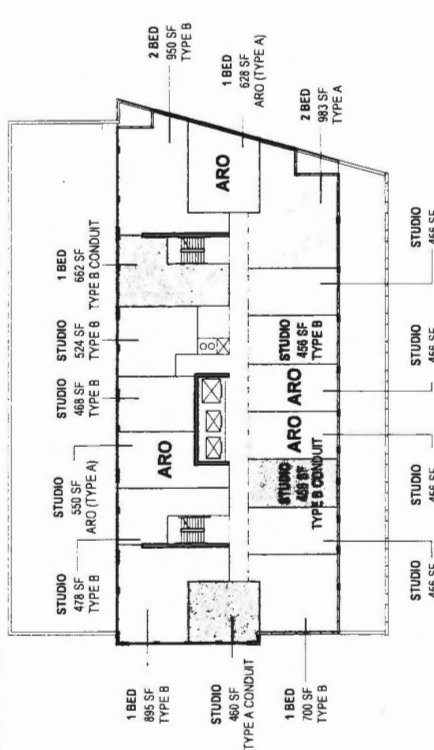
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Levels	Studio			1-Bed			2-Bed			Total
	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)	
1	2	1	1	6	1	1	1	1	1	2
2	2	1	1	6	1	1	2	1	1	2
3	2	1	1	6	1	1	2	1	1	2
3	1	1	1	6	1	1	2	1	1	2
3	1	1	1	6	1	1	2	1	1	2

NOTES:
 UNITS DENOTES "TYPE A" IN PLAN BELOW = TYPE A W/O CONDUIT
 UNITS DENOTES "TYPE B" IN PLAN BELOW = TYPE B W/O CONDUIT



2 LEVELS 13, 16, 19 ARO & ADAPTABLE UNIT KEY PLAN
 1/32" = 1'-0"

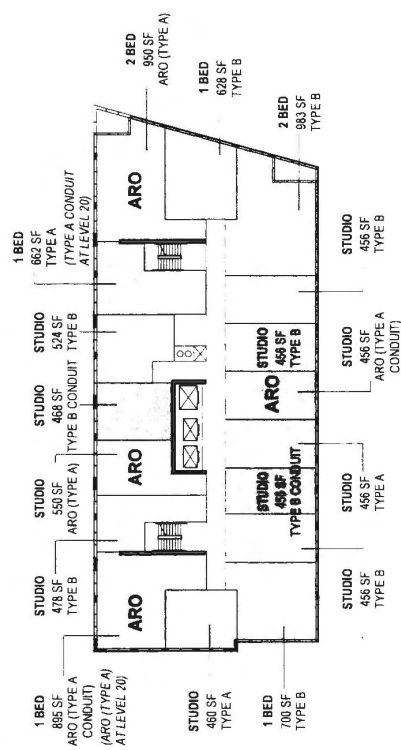


1 LEVELS 07 & 10 ARO & ADAPTABLE UNIT KEY PLAN
 1/32" = 1'-0"

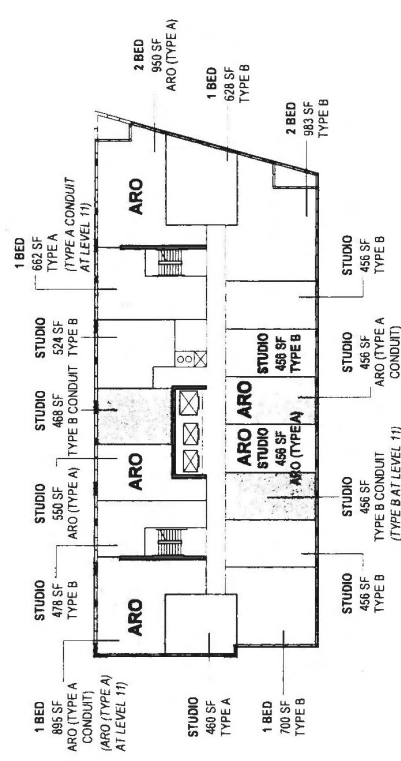
FINAL FOR PUBLICATION

Levels	Studio			1-Bed			2-Bed			Total
	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type B w/o conduit)	
1	1	2	5	2	1	1	1	1	1	17
2	1	2	5	2	1	2	1	1	1	17
3	1	2	5	2	1	2	1	1	1	17
4	2	1	6	1	1	2	1	1	1	17
5	2	1	5	2	1	2	1	1	1	17

NOTES:
 UNITS DENOTES "TYPE A" IN PLAN BELOW = TYPE A W/O CONDUIT
 UNITS DENOTES "TYPE B" IN PLAN BELOW = TYPE B W/O CONDUIT



2 LEVELS 14, 17, 20 ARO & ADAPTABLE UNIT KEY PLAN
 1/32" = 1'-0"

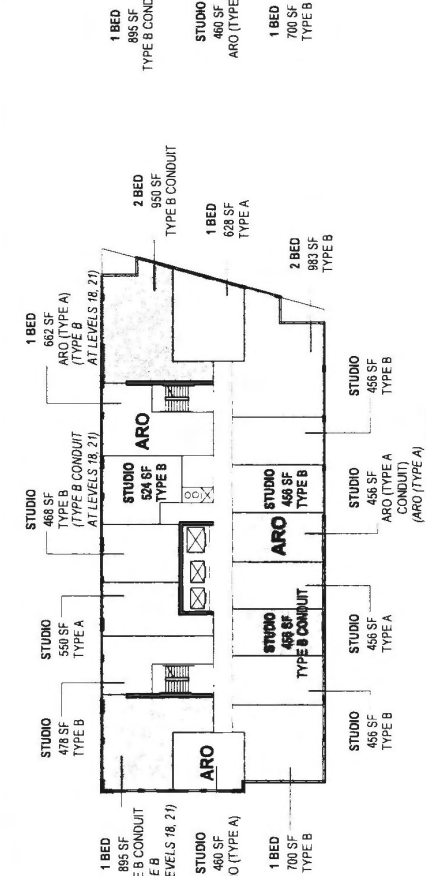


1 LEVELS 08 & 11 ARO & ADAPTABLE UNIT KEY PLAN
 1/32" = 1'-0"

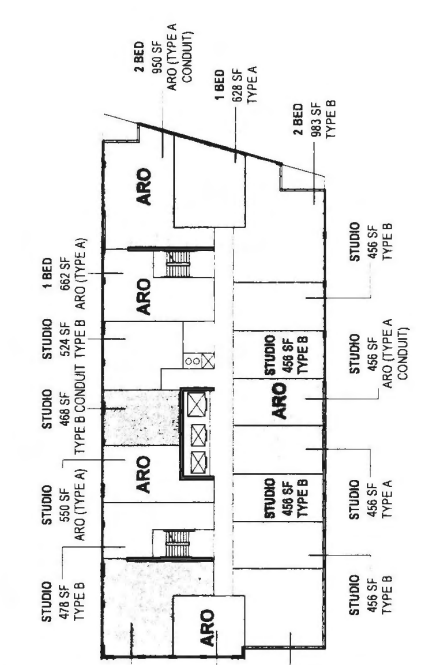
FINAL FOR PUBLICATION

Levels	Studio		1-Bed			2-Bed			Total	
	ARO (Type A w/o conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type A Conduit)	Market-rate (Type A w/o conduit)	Market-rate (Type A Conduit)	Market-rate (Type B w/o conduit)	Market-rate (Type B Conduit)	Sub-total		
2	2	2	5	2	1	3	1	1	2	17
1	2	2	5	2	1	3	1	1	2	17
1	2	2	6	1	1	1	1	1	2	17
1	1	1	6	1	1	1	1	1	2	17
2	1	1	6	1	1	1	1	1	2	17

NOTES:
 UNITS DENOTES "TYPE A" IN PLAN BELOW = TYPE A W/O CONDUIT
 UNITS DENOTES "TYPE B" IN PLAN BELOW = TYPE B W/O CONDUIT



2 LEVELS 12, 15, 18 & 21 ARO & ADAPTABLE UNIT KEY PLAN
 1/32" = 1'-0"

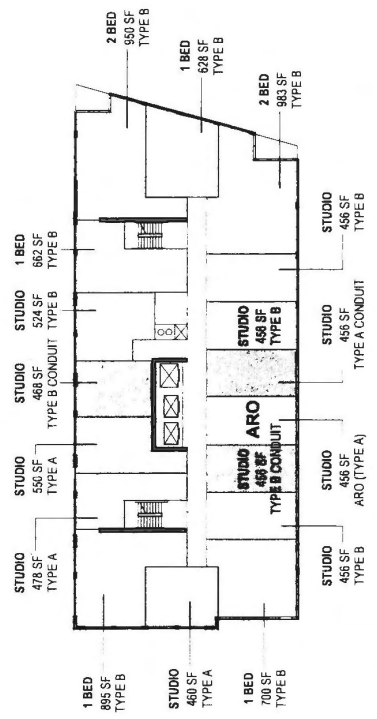


1 LEVEL 09 ARO & ADAPTABLE UNIT KEY PLAN
 1/32" = 1'-0"

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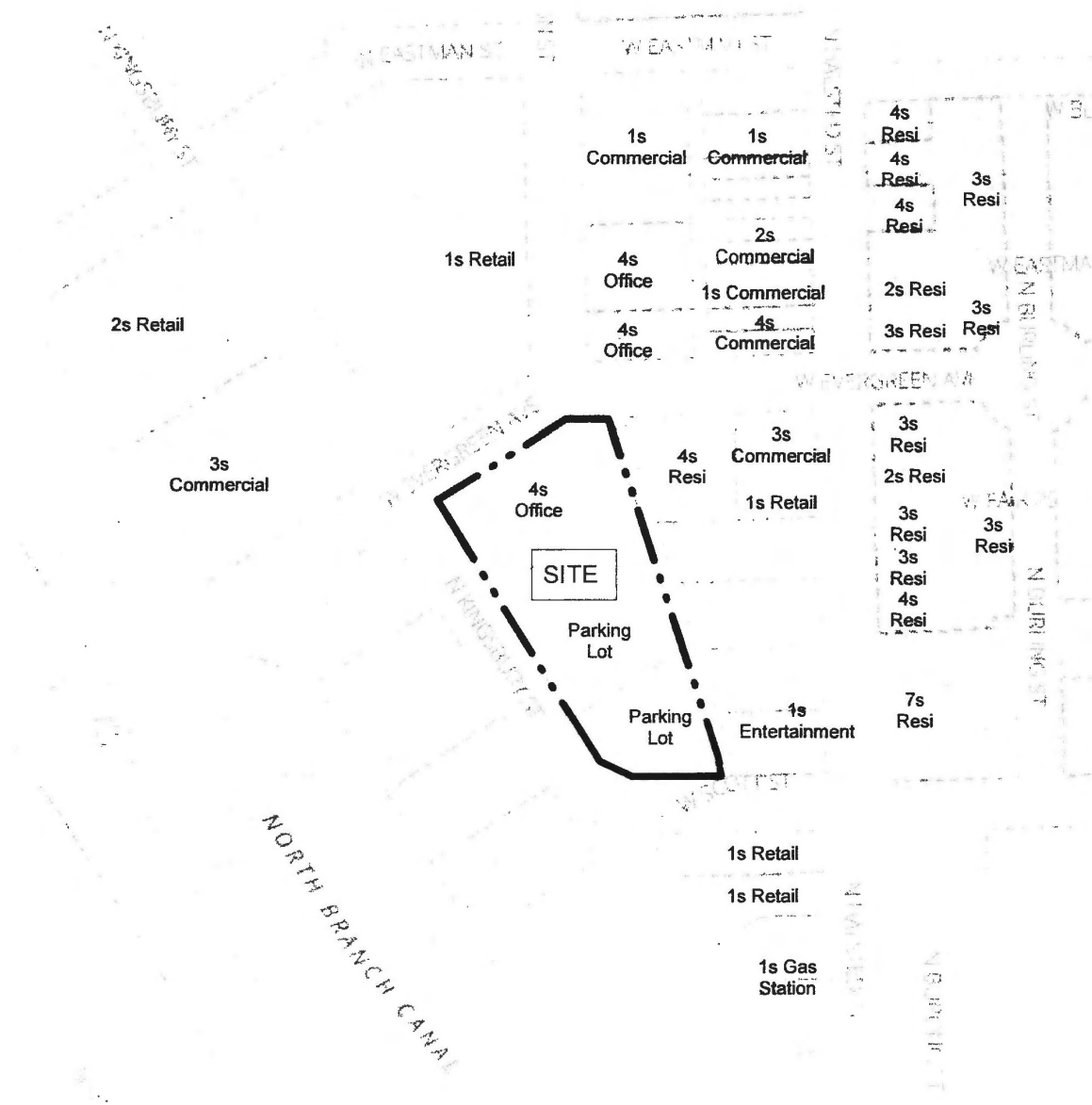
Levels	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Studio	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)
	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)
1-Bed	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)
	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)
2-Bed	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)	ARO (Type A w/o conduit)
	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)	Market-rate (Type A Conduit)
Sub-total																	
Total																	

NOTES:
 UNITS DENOTES "TYPE A" IN PLAN BELOW = TYPE A W/O CONDUIT
 UNITS DENOTES "TYPE B" IN PLAN BELOW = TYPE B W/O CONDUIT



1333 N. Kingsbury 23088
 FITZGERALD ARCHITECTS

FINAL FOR PUBLICATION
Planned Development No. -
Existing Land Use Map



Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury,
 Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



PD-00

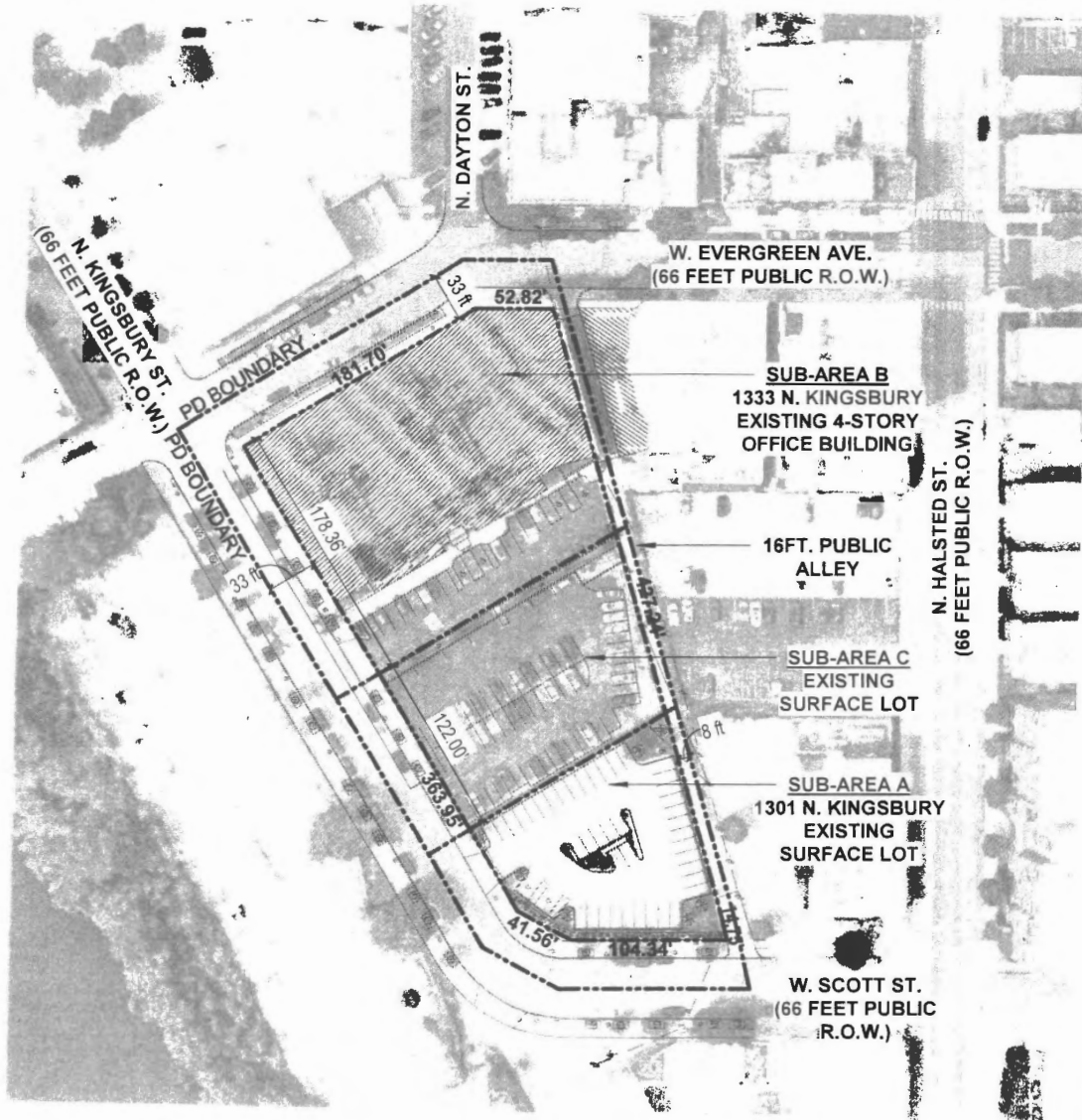
FINAL FOR PUBLICATION
Planned Development No. -
Existing Zoning Map



Applicant: 1333 N Kingsbury, LLC
Address: 1333 North Kingsbury,
Chicago, Illinois 60642
Introduced: January 15, 2025
CPC Date: May 15, 2025
Amended: -



FINAL FOR PUBLICATION
Planned Development No. -
 PD Property Line + Boundary and Sub-area Map

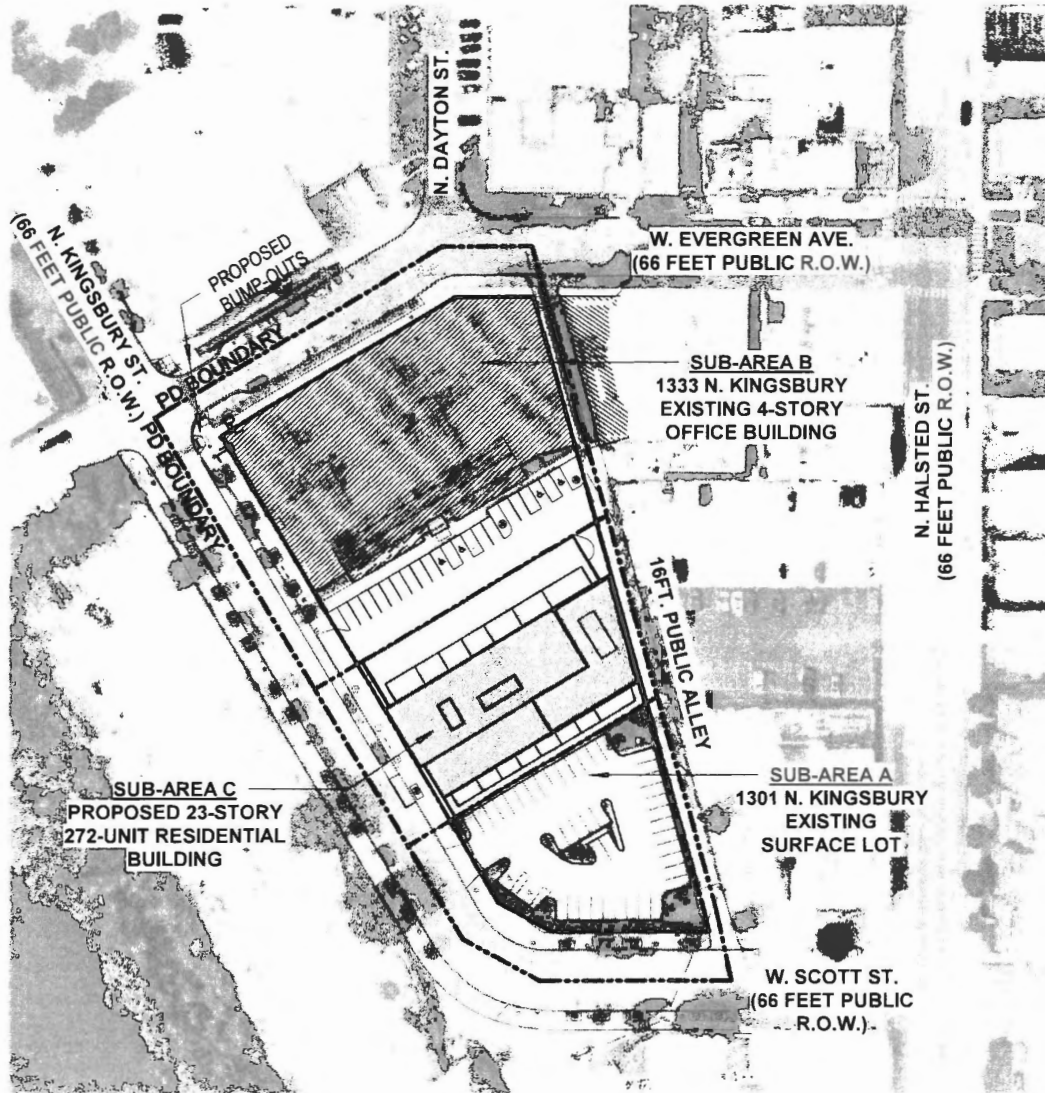


Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury,
 Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



PD-02

FINAL FOR PUBLICATION
Planned Development No. -
Overall Site Plan

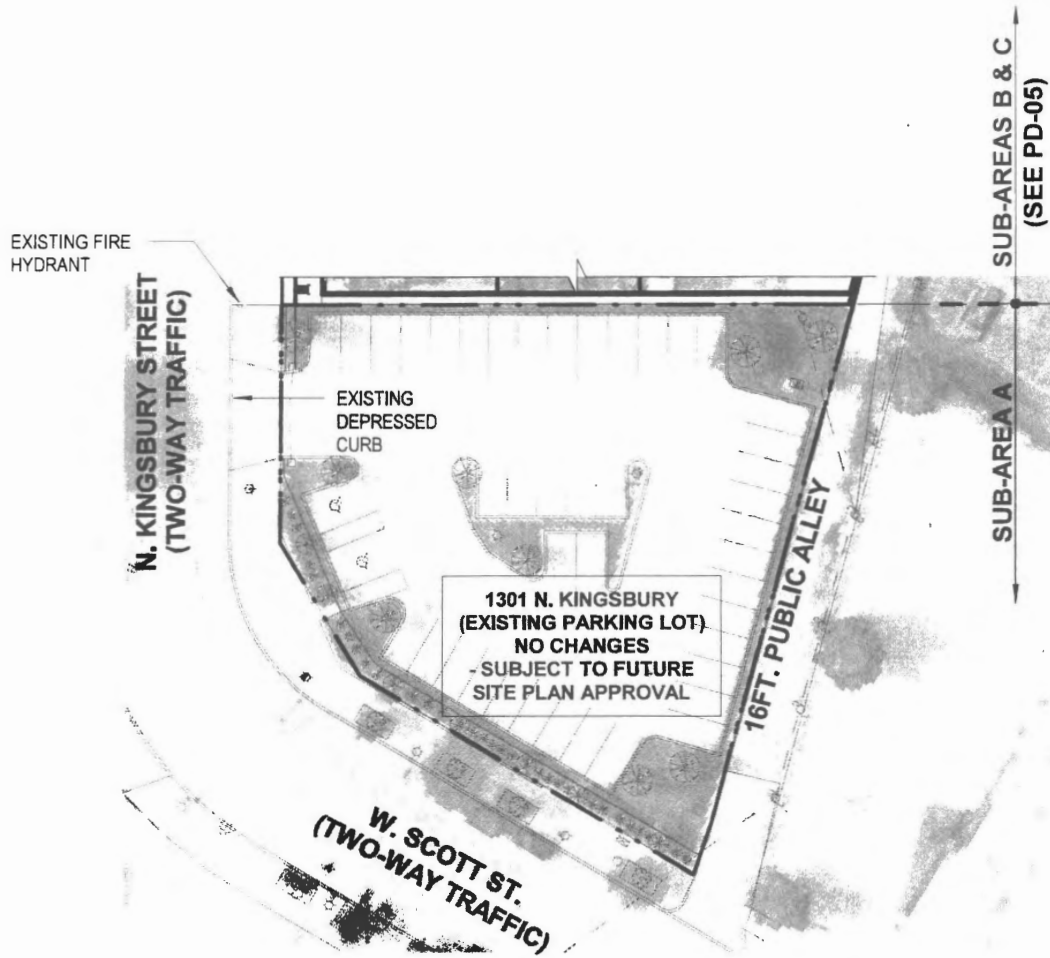


Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury,
 Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



PD-03

FINAL FOR PUBLICATION
Planned Development No. -
Site Plan - Sub-area A

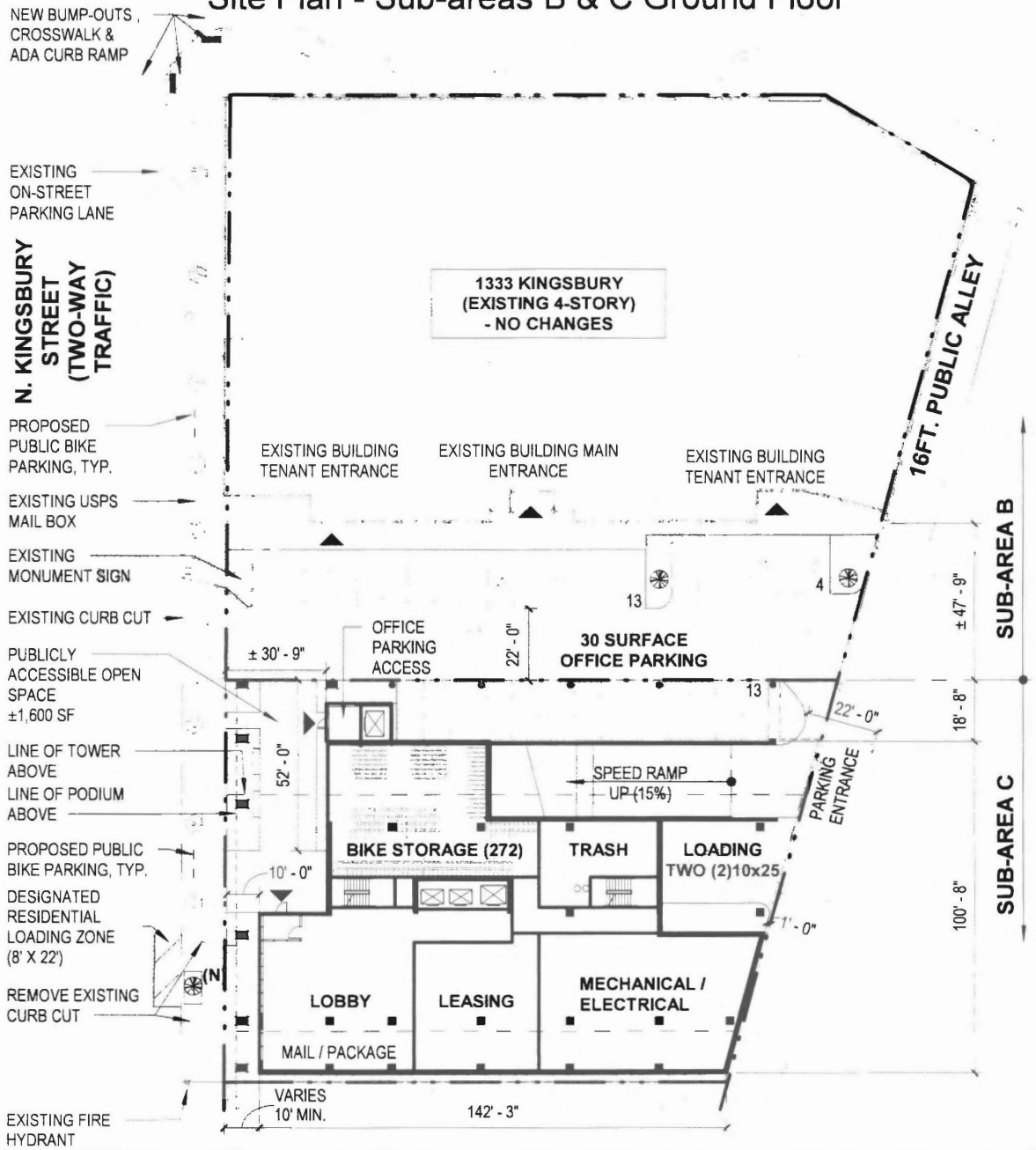


Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury,
 Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



PD-04

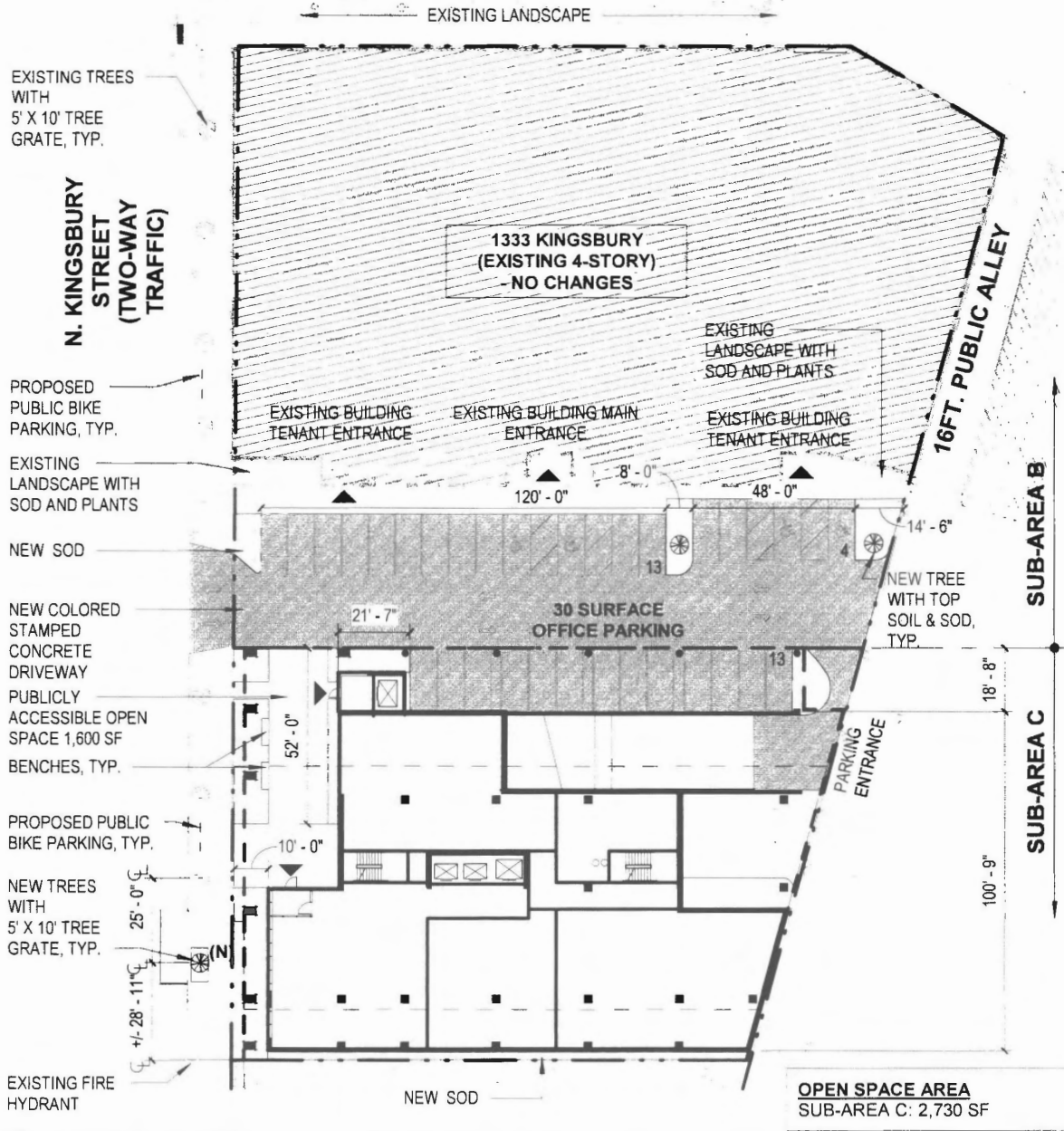
FINAL FOR PUBLICATION
Planned Development No. -
Site Plan - Sub-areas B & C Ground Floor



Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury,
 Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



FINAL FOR PUBLICATION
Planned Development No. -
Landscape Plan - Sub-areas B & C



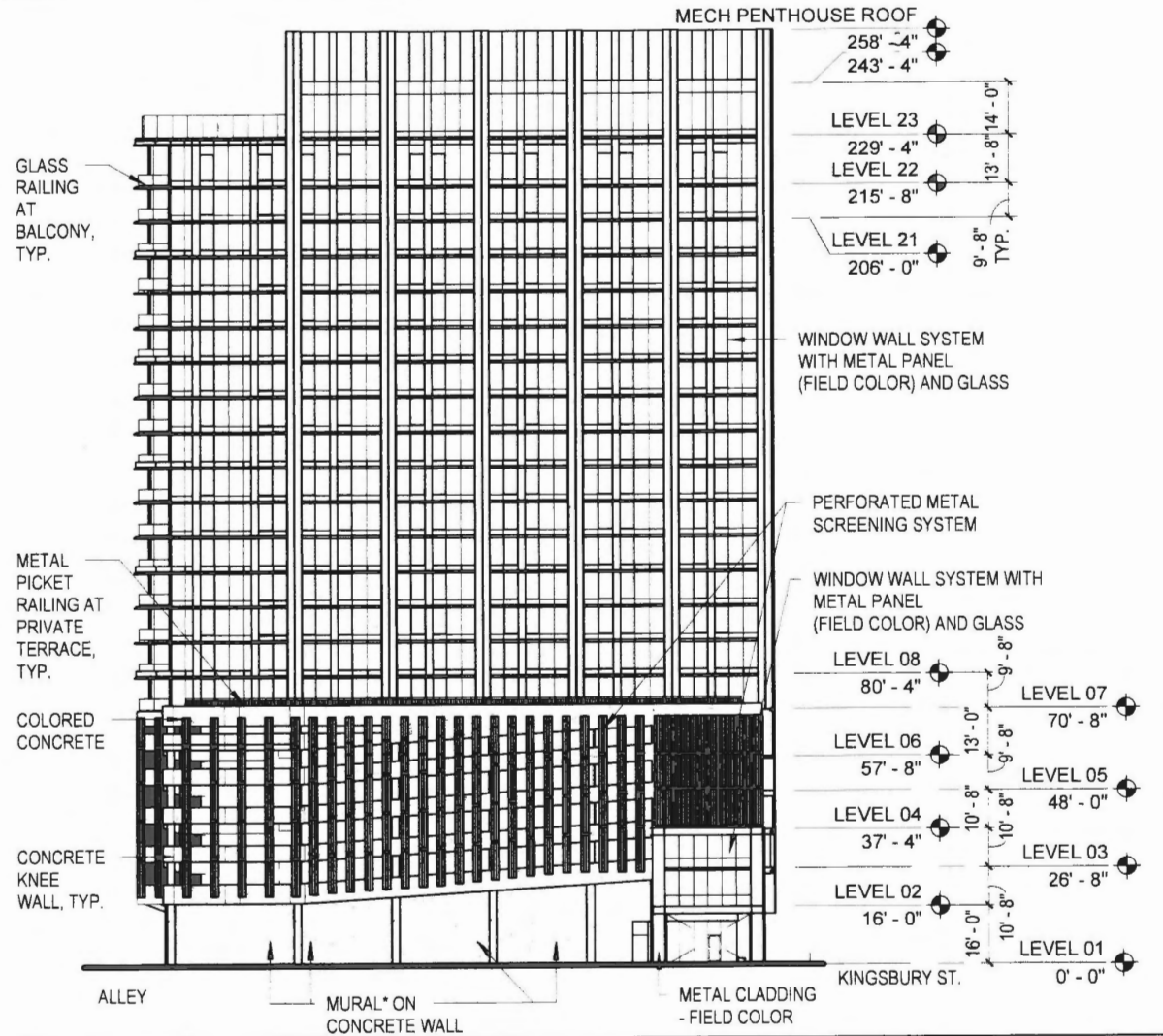
Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury, Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



PD-06

FINAL FOR PUBLICATION
Planned Development No. -
Sub-area C - Building Elevation - North

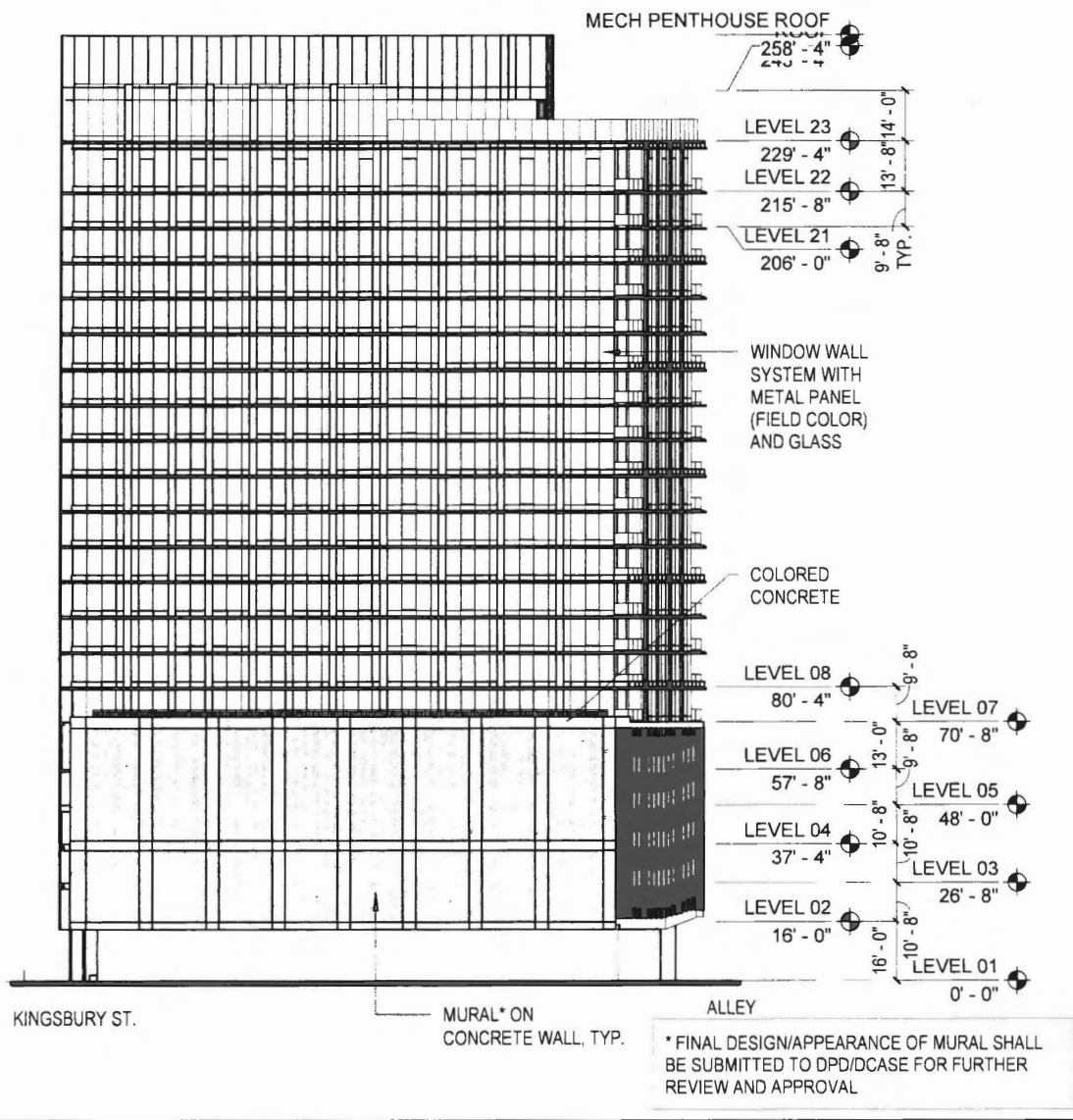
* FINAL DESIGN/APPEARANCE OF MURAL SHALL BE SUBMITTED TO DPD/DCASE FOR FURTHER REVIEW AND APPROVAL



Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury, Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



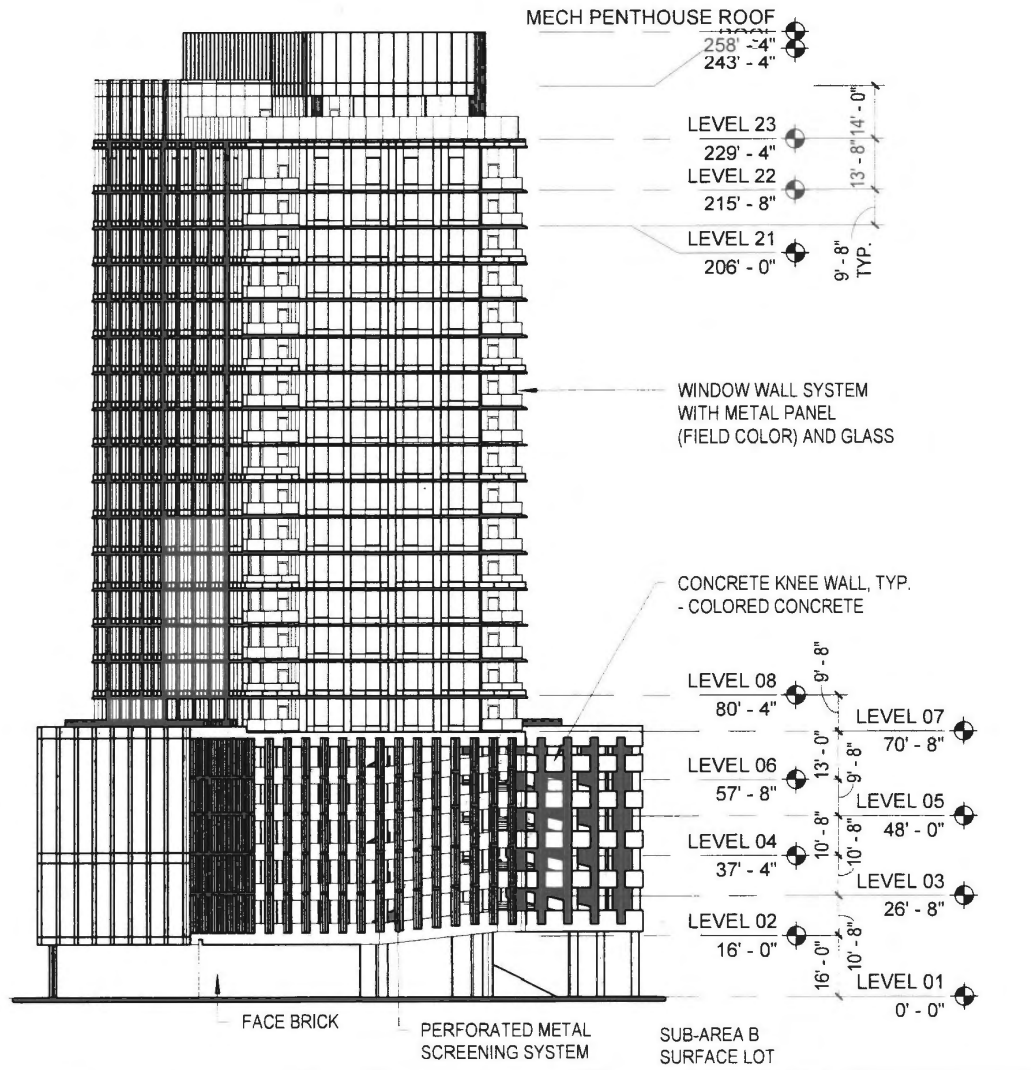
FINAL FOR PUBLICATION
Planned Development No. -
Sub-area C - Building Elevation - South



Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury,
 Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -

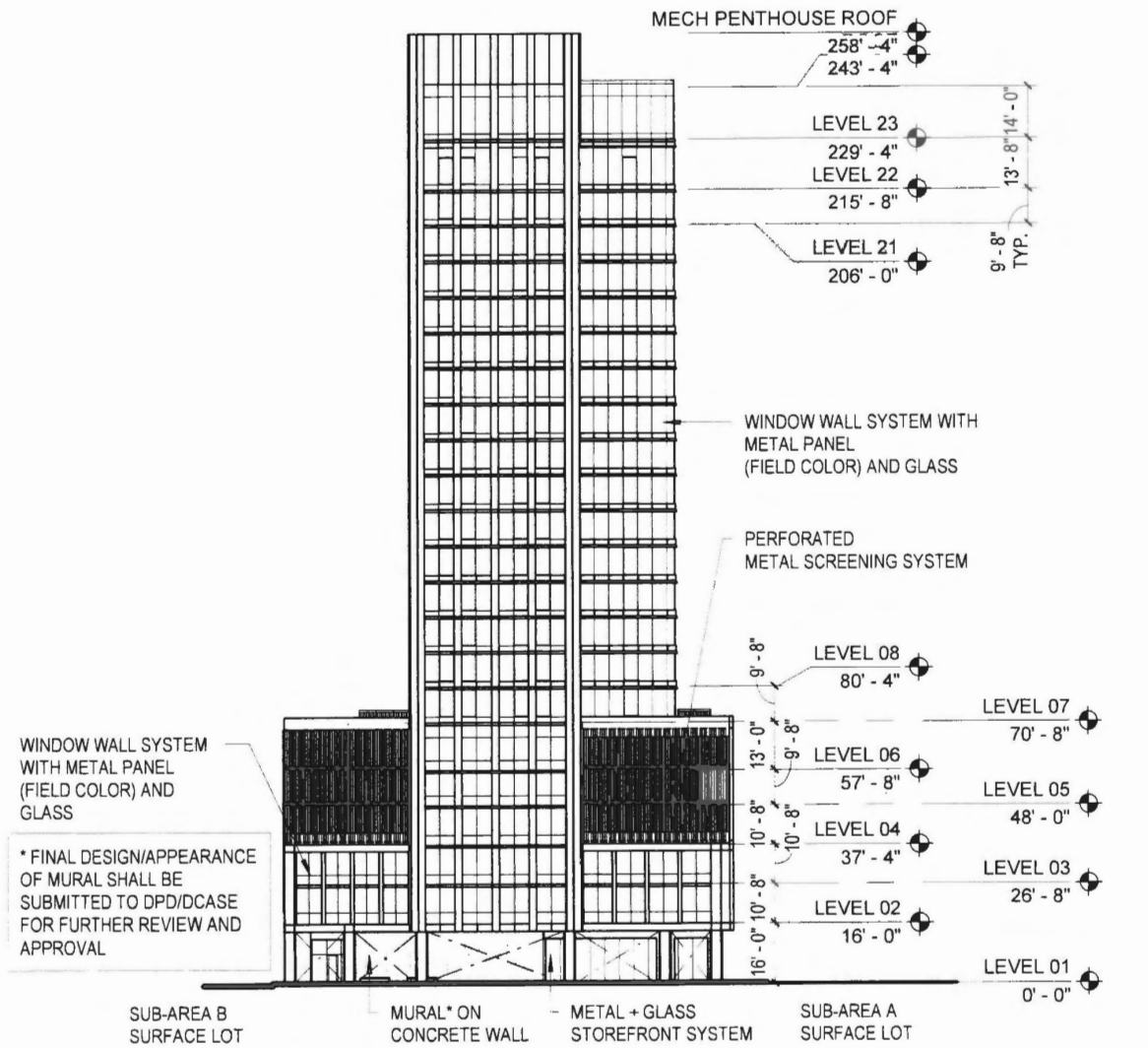


FINAL FOR PUBLICATION
Planned Development No. -
Sub-area C - Building Elevation - East



Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury,
 Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -

FINAL FOR PUBLICATION
Planned Development No. -
Sub-area C - Building Elevation - West

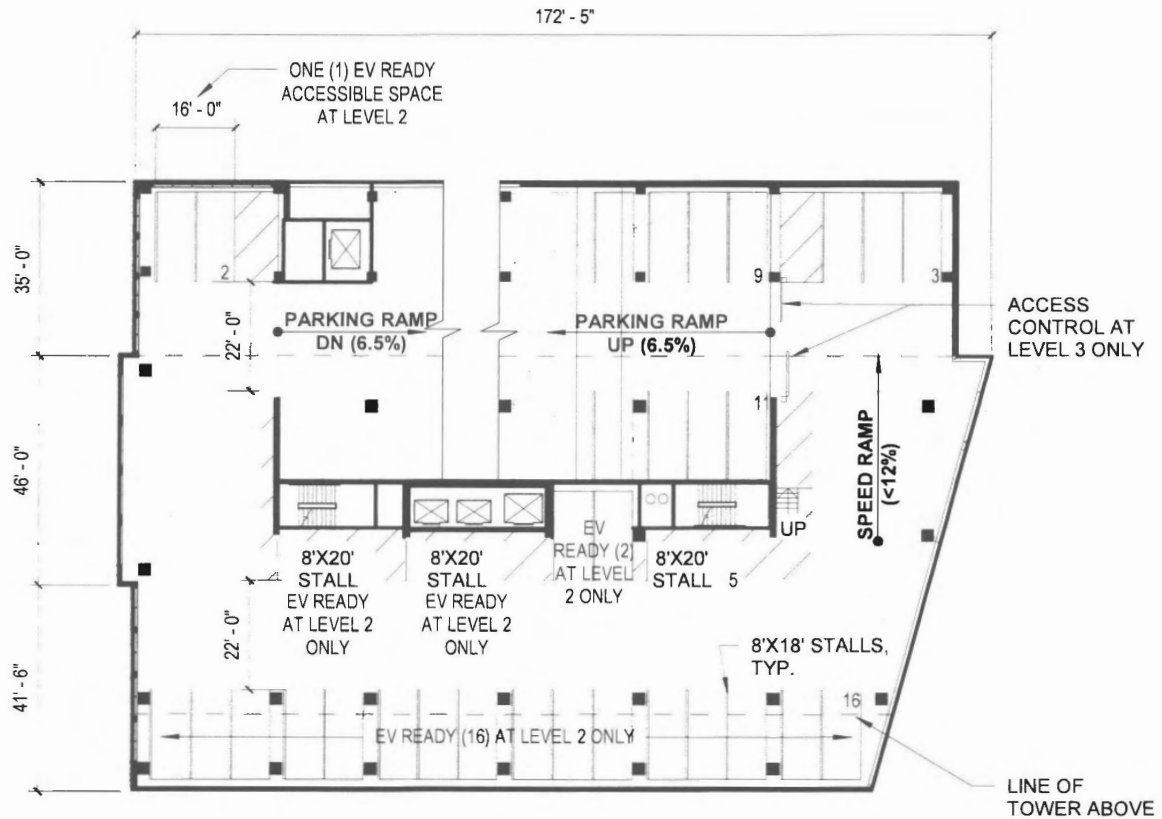


* FINAL DESIGN/APPEARANCE OF MURAL SHALL BE SUBMITTED TO DPD/DCASE FOR FURTHER REVIEW AND APPROVAL

Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury, Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



FINAL FOR PUBLICATION
Planned Development No. -
Sub-area C - Level 3 Office Parking Plan (Level 2 sim.)



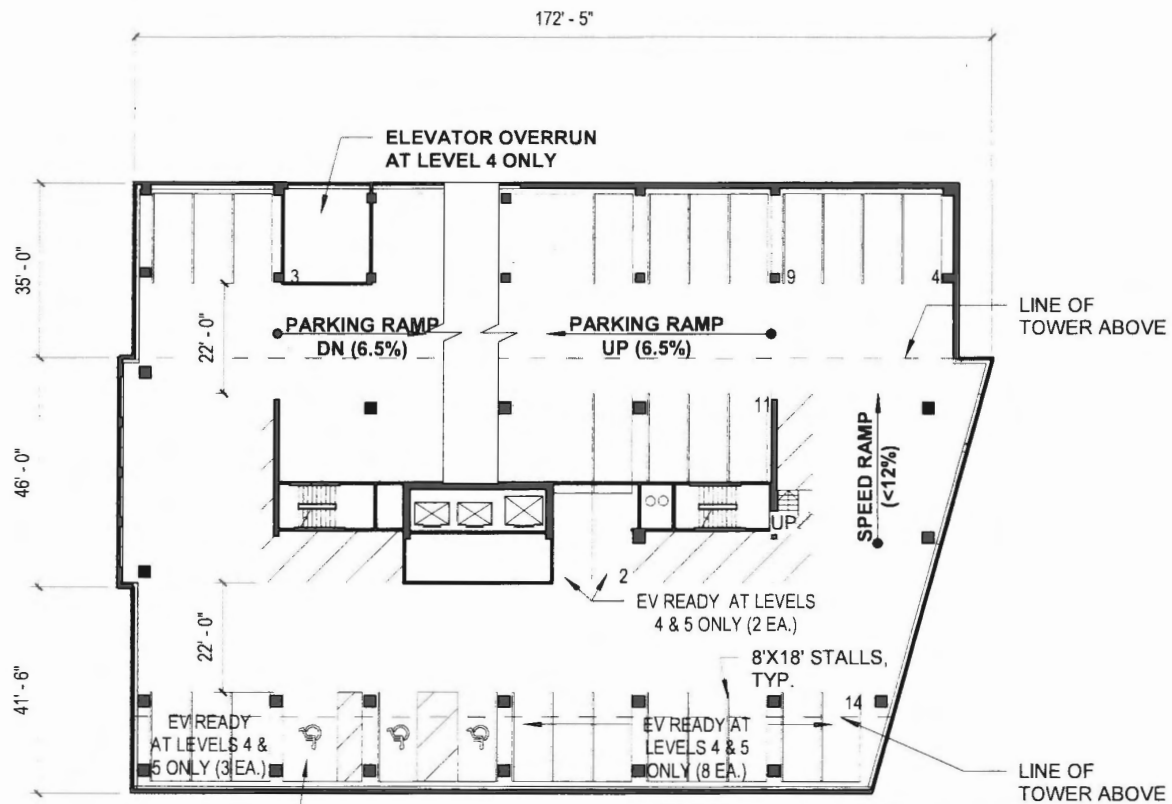
Level 3 Office Parking (Sub-area C)	= 46 stalls
Level 2 Office Parking (Sub-area C)	= 26 stalls
Level 1 Office Parking (Sub-area C)	= 13 stalls
Level 1 Office Parking (Sub-area B)	= 17 stalls
Total # of Office Parking	= 102 stalls

Total # of Office Parking	= 102 stalls
20% EVSE ready	= 21 stalls required
Level 3 EV ready stalls	= 0 stalls
Level 2 EV ready stalls	= 21 stalls
Level 1 EV ready stalls	= 0 stalls
Total Office EV ready stalls proposed	= 21 stalls

Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury, Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



FINAL FOR PUBLICATION
Planned Development No. -
Sub-area C - Level 4 Residential Parking Plan (Levels 5 & 6 sim.)



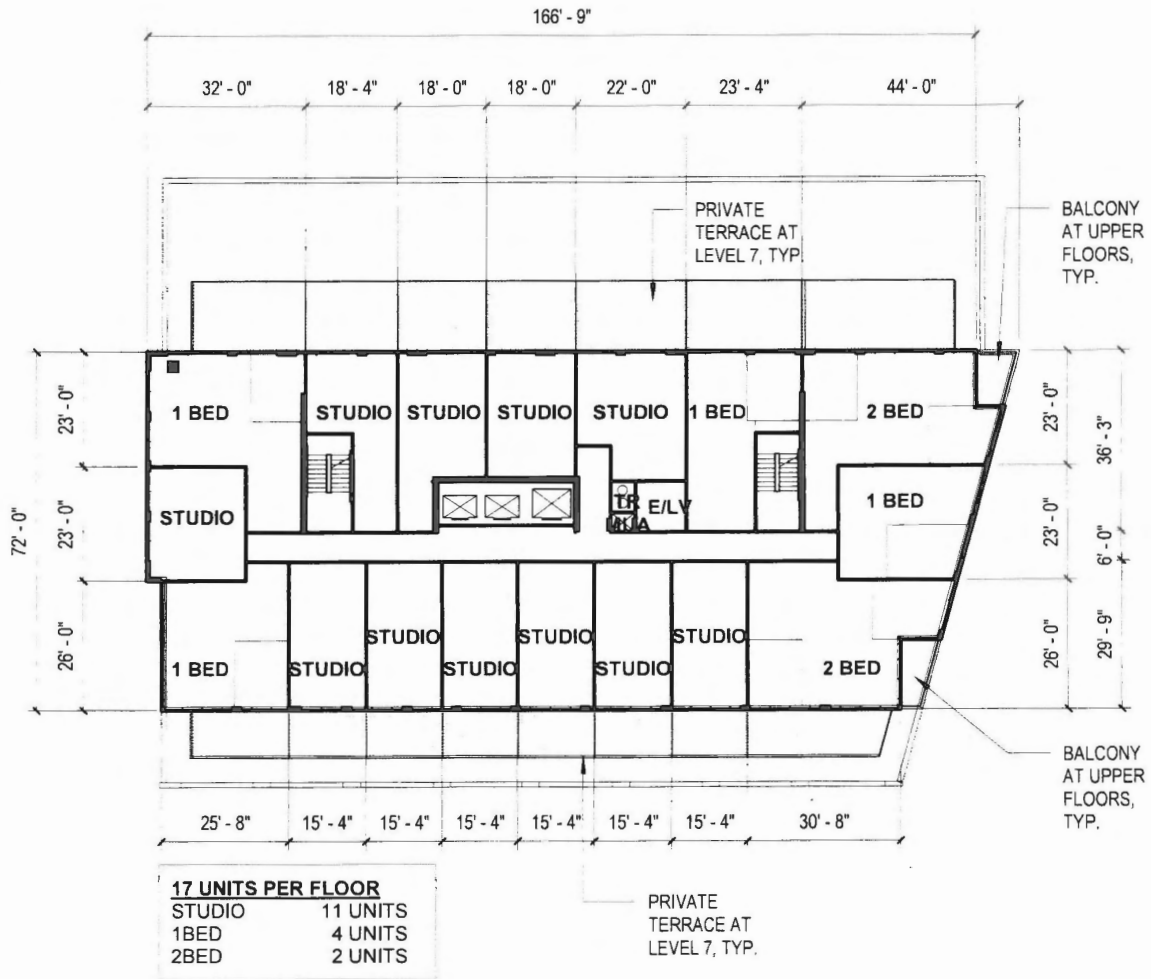
Level 6 Resi Parking (Sub-area C)	= 47 stalls
Level 5 Resi Parking (Sub-area C)	= 46 stalls
Level 4 Resi Parking (Sub-area C)	= 43 stalls
Total # of Resi Parking	= 136 stalls

Total # of Residential Parking	= 136 stalls
20% EVSE ready	= 27 stalls required
Level 6 EV ready stalls	= 0 stalls
Level 5 EV ready stalls	= 13 stalls
Level 4 EV ready stalls	= 14 stalls (1 accessible)
Total Resi EV ready stalls	= 27 stalls proposed
# of accessible parking	= 5 stalls
Level 6	= 0 stalls
Level 5	= 2 stalls
Level 4	= 3 stalls (1 Van)
Total Accessible stalls	= 5 stalls proposed

Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury, Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



FINAL FOR PUBLICATION
Planned Development No. -
Sub-area C - Typical Residential Plan



Applicant: 1333 N Kingsbury, LLC
 Address: 1333 North Kingsbury,
 Chicago, Illinois 60642
 Introduced: January 15, 2025
 CPC Date: May 15, 2025
 Amended: -



Reclassification Of Area Shown On Map No. 3-I.

(Application No. 22708)

(Common Address: 2556 -- 2558 W. Division St.)

[O2025-0016462]

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 3-I in the area bounded by:

North Rockwell Street; the alley next north of and parallel to West Division Street; a line 48.0 feet east of and parallel to North Rockwell Street; and West Division Street,

to those of a B2-2 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. 3-I.

(Application No. 22710T1)

(Common Address: 1416 N. Maplewood Ave.)

[O2025-0016464]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current B2-3 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 3-I in the area bounded by:

a line 175.0 feet north of and parallel to West Hirsch Street; North Maplewood Avenue; a line 150.0 feet north of and parallel to West Hirsch Street; and the public alley next west of and parallel to North Maplewood 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 Ground, First, Second and Third Floor Plans; Proposed Roof Plan; North, South, East (Front) and West (Rear) Building Elevations; and Building Section attached to this ordinance printed on pages 28628 through 28633 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**NARRATIVE AND PLANS
TYPE I Rezoning Attachment
1416 North Maplewood Avenue**

The Project

The subject property is improved with a vacant three-story residential building with three dwelling units and no parking. The existing zoning height of the building is 30 feet 4 inches.

1416 Maplewood LLC (the "Applicant") previously rezone the property under a Type I rezoning to allow construction of a 2-story addition over the front portion of the existing building and 4-story rear addition and add one additional dwelling unit to the building for a total of four dwelling units on the property. Three rear surface parking spaces were to be added. The Applicant seeks to modify the previously approved Type I rezoning but continues to seek to add a 2-story addition over the front portion of the building, construct a rear 4-story addition all to contain a total of four units and provide three surface parking spaces at the rear of the property. The modifications to the project result from structural issues related to the building that will require reconstruction of the existing south wall and increasing its setback from the south property line from the existing 0.95 feet to 3.00 feet. The existing front and north walls will be retained. The proposed zoning height of the building will be 44 feet 7 and 3/4 inches.

The area in the vicinity of the property is improved with one to four-story single and multi-family buildings, some of which appear to be nonconforming as to bulk and density. The zoning classifications in the area include RS-3, RT-4, RM-4.5, RM-5 and PD 1464 with an underlying zoning of B2-3. The property is a transit served location based on the CTA's Western Avenue bus routes (Routes 49, X49 and 49B) that is 1,036 feet east of the property and North Avenue bus route (Route 72) that is 1,140 feet north of the property.

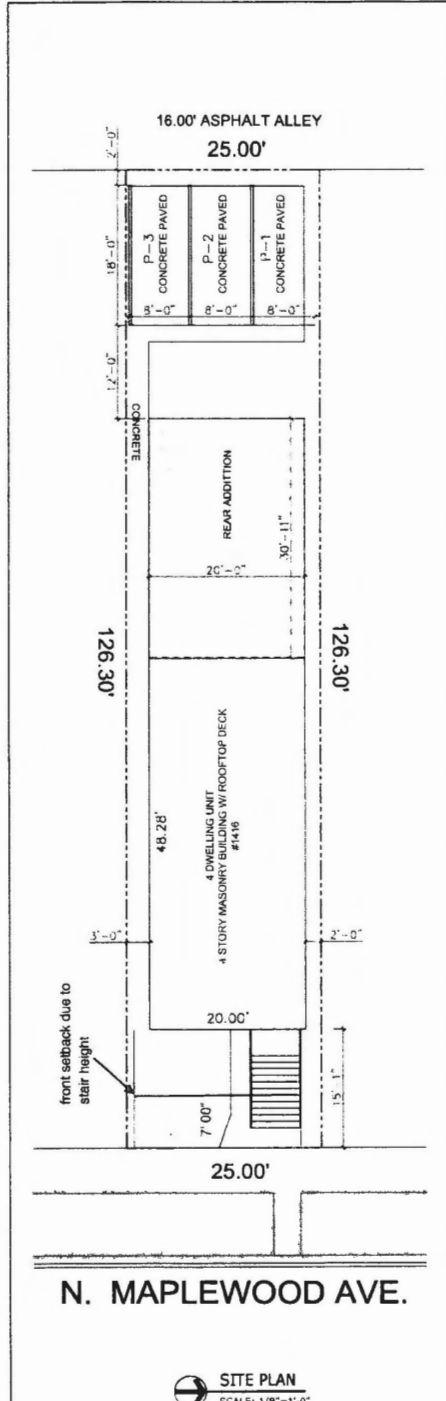
To allow the proposed project as revised, the Applicant seeks to amend the previously approved B2-3 Type I to a new B2-3 Type I to provide for the design changes. In addition, as part of the new Type I, the Applicant seeks under Section 17-13-0303-D the following: 1) to reduce the required front yard setback to 7.00 feet under 17-13-1101-B.

The following are the relevant zoning parameters for the proposed project:

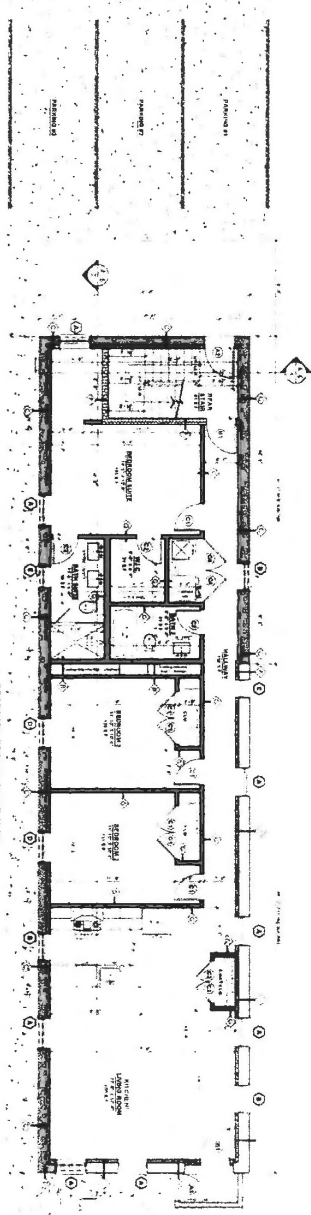
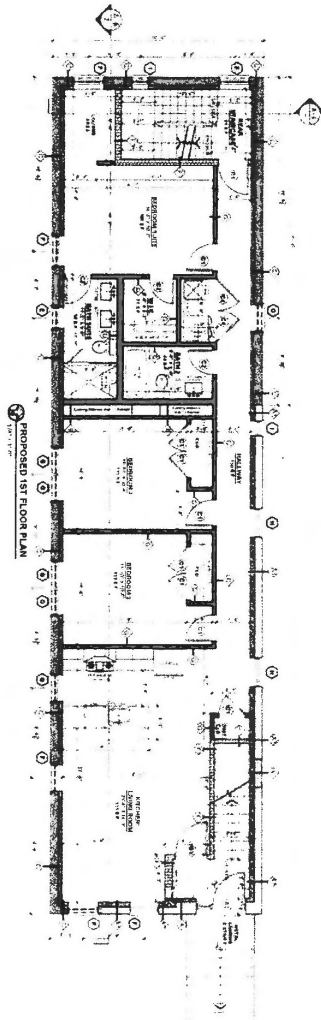
Lot Area:	3,157.50 square feet
FAR:	2.01
Floor Area:	6,328 square feet
Residential Dwelling Units:	4
MLA:	789 square feet
Automobile Parking (existing):	3
Setbacks (existing)	Front (Maplewood Avenue): 7.00 feet
	North: 1.98 feet
	South: 3.00 feet
	Rear (alley): 32.0 feet

A set of plans is attached.

FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



A-1

DATE	5/21/2025
BY	[Signature]
CHECKED BY	[Signature]
SCALE	AS SHOWN

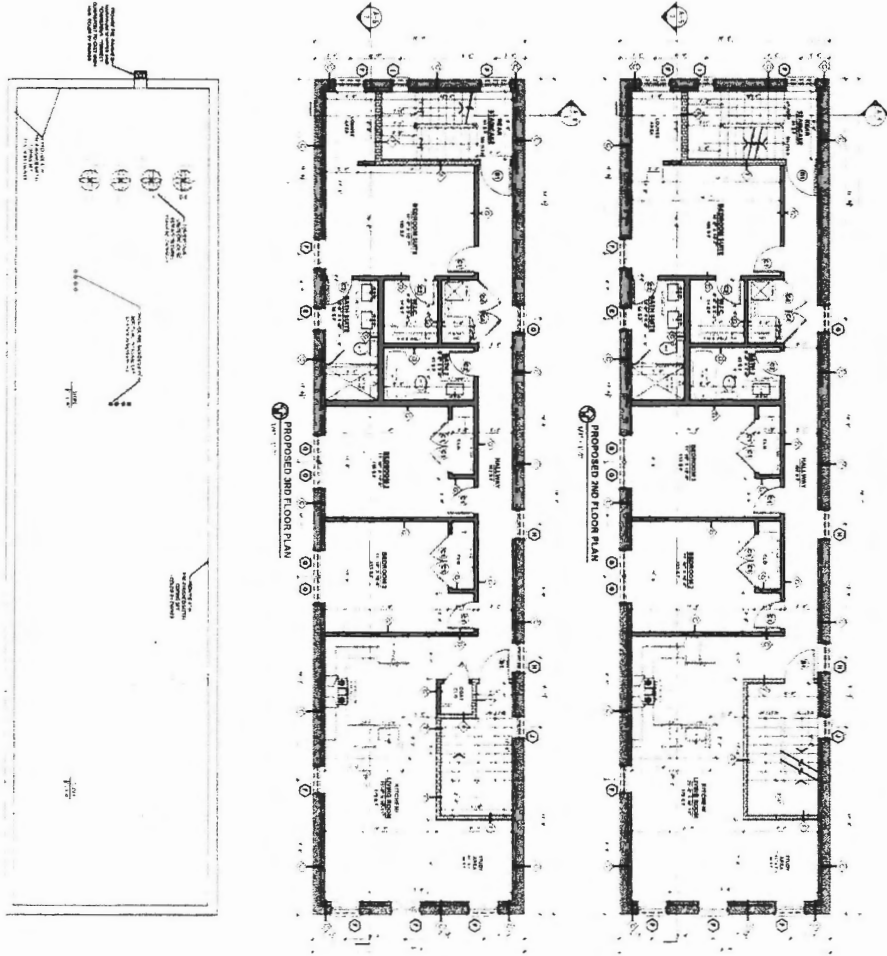
1416 N. MAPLEWOOD AVE.
CHICAGO, IL 60622

PROPOSED GROUND AND FIRST
FLOOR PLANS

DATE: 5/21/2025
 BY: [Signature]
 CHECKED BY: [Signature]

DATE	5/21/2025
BY	[Signature]
CHECKED BY	[Signature]
SCALE	AS SHOWN

FINAL FOR PUBLICATION



A-2

DATE	5/21/25
BY	...
CHECKED	...
SCALE	...

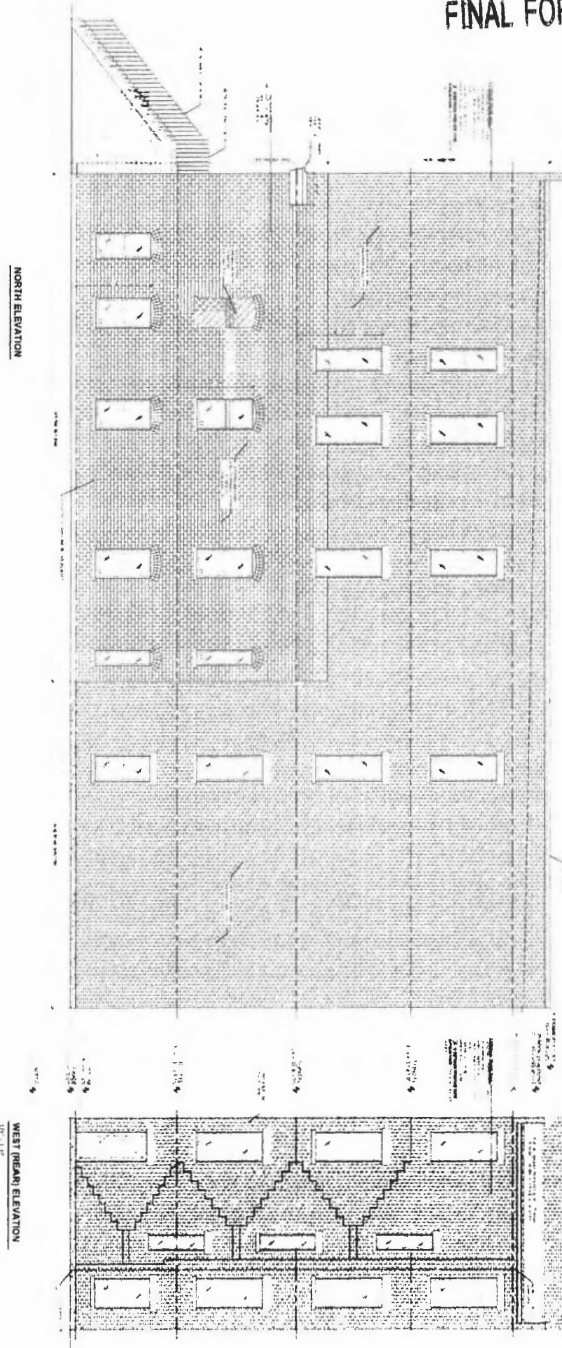
1416 N. MAPLEWOOD AVE.
CHICAGO, IL 60622

PROPOSED SECOND, THIRD
AND ROOF FLOOR PLANS

ARCHITECT
1416 N. MAPLEWOOD AVE.
CHICAGO, IL 60622
TEL: (773) 334-1111
WWW.ARCADIA.COM

DATE PLOTTED: 5/21/25
TIME PLOTTED: 10:00 AM
PLOTTER: HP DesignJet T1100

FINAL FOR PUBLICATION



A-4

DATE	5/21/2025
BY	[Signature]
CHECKED	[Signature]
SCALE	AS SHOWN
PROJECT	1416 N. MAPLEWOOD AVE.
NO.	CHICAGO, IL 60622

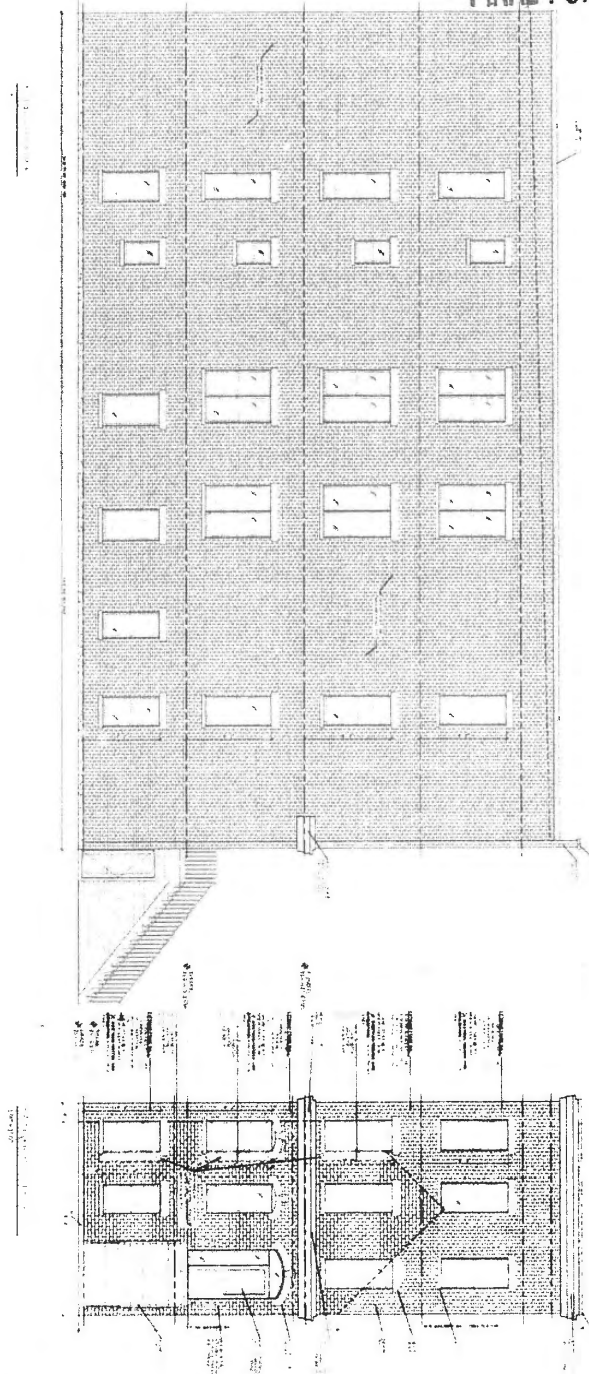
1416 N. MAPLEWOOD AVE.
CHICAGO, IL 60622

BUILDING NORTH AND WEST ELEVATIONS

PROJECT	1416 N. MAPLEWOOD AVE.
NO.	CHICAGO, IL 60622
DATE	5/21/2025
BY	[Signature]
CHECKED	[Signature]



FINAL FOR PUBLICATION



A-5

DATE: 11/11/2024
 TIME: 10:11:11 AM
 USER: J...
 PROJECT: 1416 N. MAPLEWOOD AVE.
 SHEET: A-5

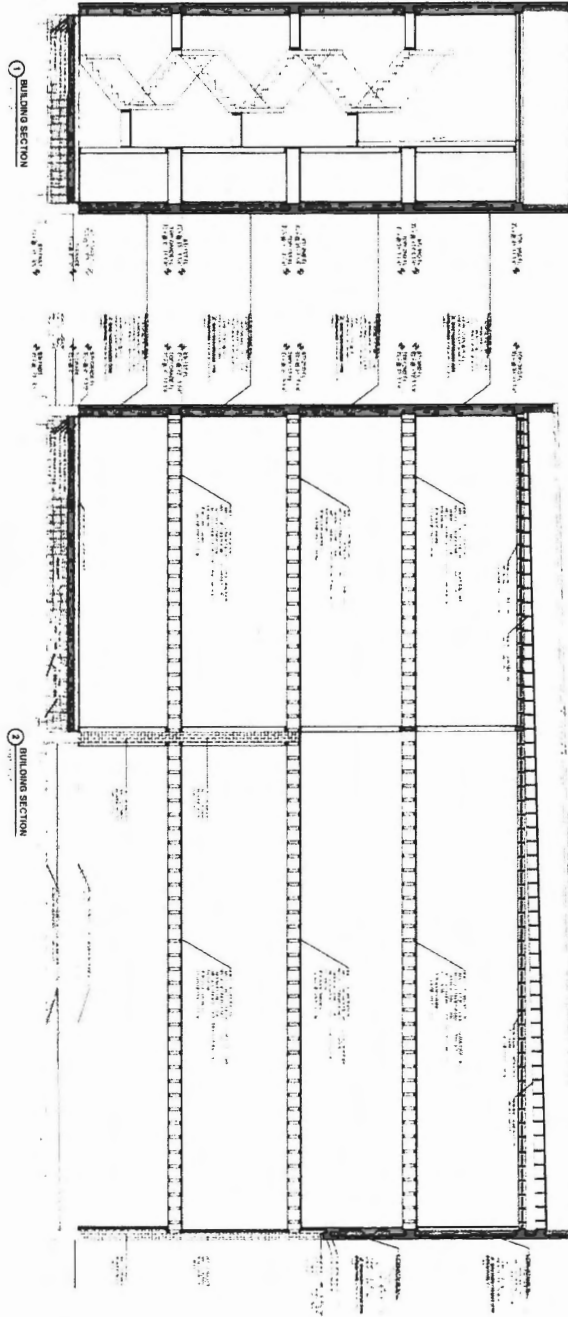
1416 N. MAPLEWOOD AVE.
CHICAGO, IL 60622

**BUILDING SOUTH AND
 EAST ELEVATIONS**

ARCHITECT:
 1416 N. MAPLEWOOD AVE.
 CHICAGO, IL 60622



FINAL FOR PUBLICATION



A-6

DATE	5/21/2025
BY	[Signature]
SCALE	1/4" = 1'-0"
PROJECT	1416 N. MAPLEWOOD AVE.
	CHICAGO, IL 60622

1416 N. MAPLEWOOD AVE.
CHICAGO, IL 60622

BUILDING SECTIONS



Reclassification Of Area Shown On Map No. 4-G.

(As Amended)

(Application No. 22729T1)

(Common Address: 2006 S. Allport St.)

[SO2025-0016653]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-G in the area bounded by:

the public alley north of and parallel to West 21st Street; South Allport Street; a line 168.15 feet north of and parallel to West 21st Street; and the public alley west of and parallel to South Allport Street,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Basement, First, Second and Third Floor Plans;
Roof Plan; and North and East Building Elevations
attached to this ordinance printed on
pages 28636 through 28643
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

22729T1

SUBSTITUTE NARRATIVE AND PLANS

TYPE I Rezoning Attachment
2006 South Allport Street
From RT-4 to RM-5.5

The Property and Project

The property is a vacant lot. The Applicant, Teh H. Chan, proposes to construct a three-story residential building (36'-6" height) with six residential units and three required parking spaces. Six bicycle spaces will be provided. Required 216.0 square feet of open space will be located on a proposed roof deck of the building.

Only 50% of parking is required as of right as the property is located in a Transit Served Location and is approximately 2,200 feet more or less from the Ashland (Route 9) Bus Corridor.

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an RT-4, Residential Two-Flat, Townhouse and Multi-Unit District to an RM-5.5, Residential Multi-Unit District. The Applicant also seeks Type-1 application Variation relief under section 17-13-0300(D) as follows: 1) an optional variation to reduce the required front yard setback from 15.0 feet to 6.0 feet per section 17-2-0305-B as allowed under section 17-13-1101-B; 2) an optional variation to reduce the north side setback from 2.0 feet to 1.0 foot per section 17-2-0309-A as allowed under section 17-13-1101-B (south side setback to be 3.0 feet); 3) an optional variation to reduce the combined side yard from the required 4.8 feet to 4.0 feet per section 17-2-0309-A as allowed under section 17-13-1101-B; 4) an optional variation to reduce the required rear yard setback from 37.6 feet to 8.0 feet per section 17-2-0306-C as allowed under section 17-13-1101-B.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	3,012 square feet
Maximum FAR:	2.50
Floor Area:	6,360 square feet
Residential Dwelling Units:	6
MLA Density:	502
Height:	36'-6"
Bicycle Parking:	6
Automobile Parking:	3*
Rear Yard Open Space:	None required in RM5.5
On-Site Open Space:	216.0 square feet on roof top deck
Setbacks:	Front (Allport): 6.0 feet** North (alley): 1.0 feet** South: 3.0 feet Rear (west/alley): 8.0 feet**

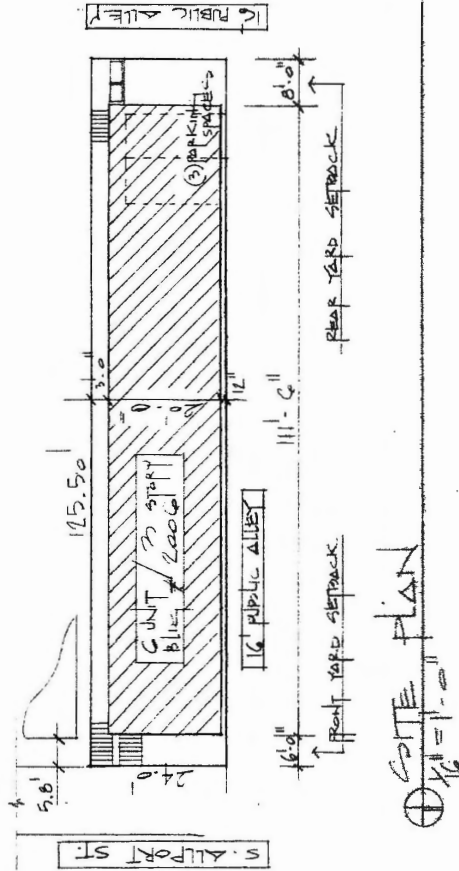
A set of plans is attached.

* Only 50% of parking is required as of right as the property is located in a Transit Served Location.

** The Applicant seeks setback relief under section 17-13-0300(D).

HANNA ARCHITECTS, INC.
 PROFESSIONAL DESIGN FIRM
 ARCHITECT CORPORATION
 LICENSE NUMBER 194 001483

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 CHICAGO, ILLINOIS 60602
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 e-mail: hannaarchitects@abqglobal.net
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ZONING INFORMATION	
LOT AREA	24' x 125.5' = 3,012 s.f.
FAR	RM 5.5
MAX. PERMITS	7,1530 s.f.
1st Floor	1,760 s.f.
2nd Floor	2,130 s.f.
3rd Floor	2,130 s.f.
TOTAL	6,960 s.f.

ZONING RELIEF:

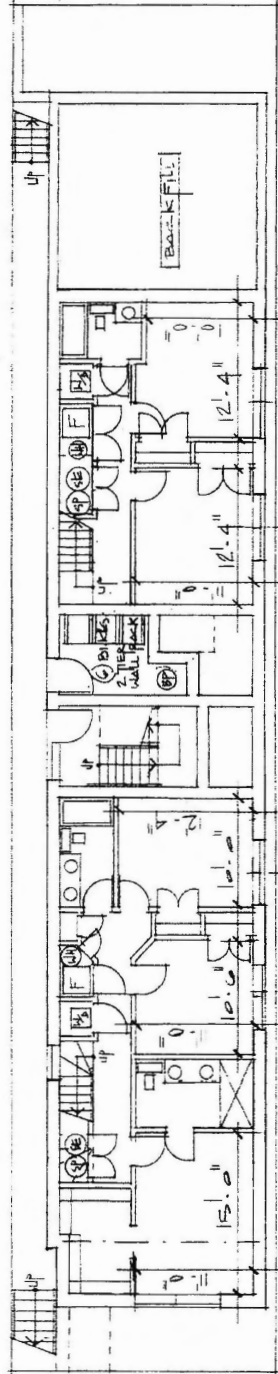
- FRONT YARD SETBACK (6'-0")
- REAR YARD SETBACK (0'-0")
- NUMBER OF CARSPACES 50% REDUCTION (3)

NOTE: 216 s.f. (36 s.f. PER UNIT) OPEN SPACE IS LOCATED ON THE ROOF

FINAL FOR PUBLICATION

⊙ SITE PLAN
 1/8" = 1'-0"

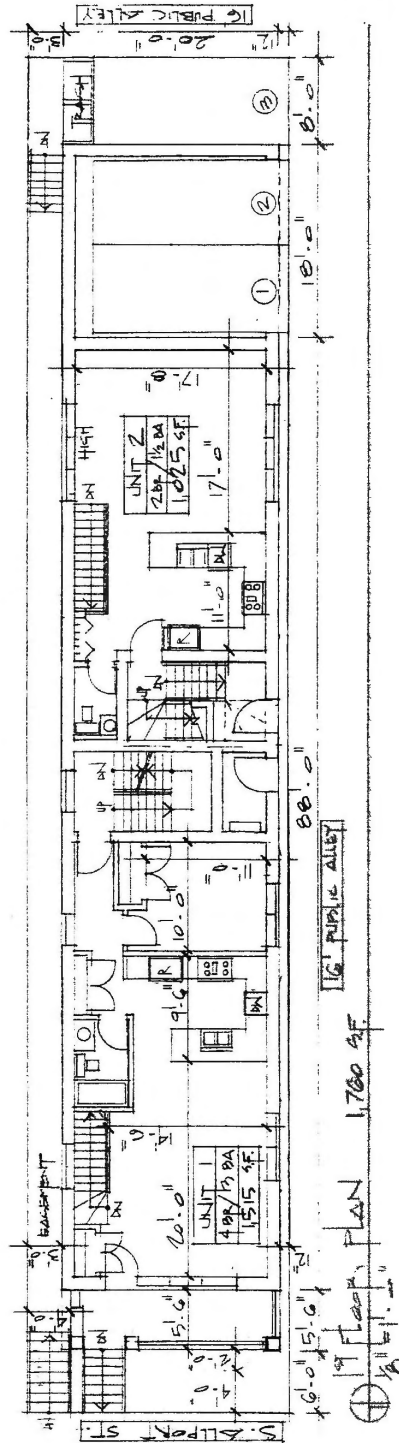
FINAL FOR PUBLICATION



⊕ BASEMENT FLOOR PLAN
 $\frac{1}{8}'' = 1' - 0''$

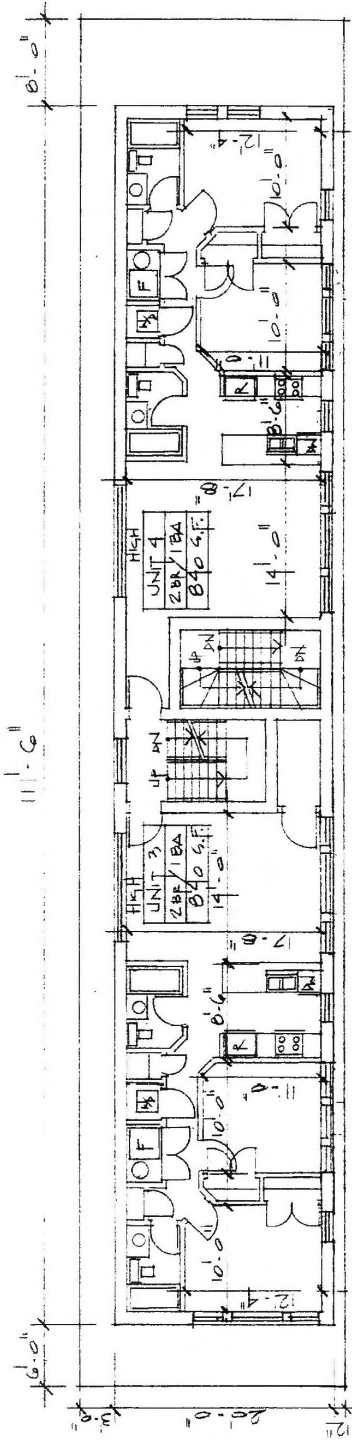
HANNA ARCHITECTS, INC.
 PROFESSIONAL DESIGN FIRM
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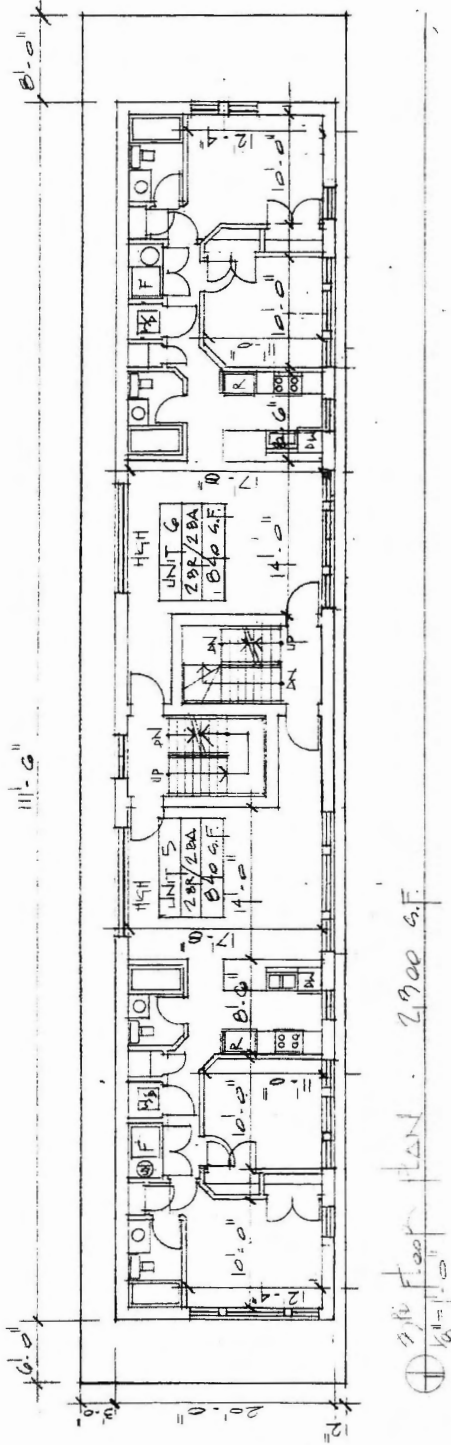



2nd Floor Plan 2,300 S.F.
 1/8" = 1'-0"

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 PROFESSIONAL DESIGN FIRM
 ARCHITECT CORPORATION
 LICENSE NUMBER 184-001485

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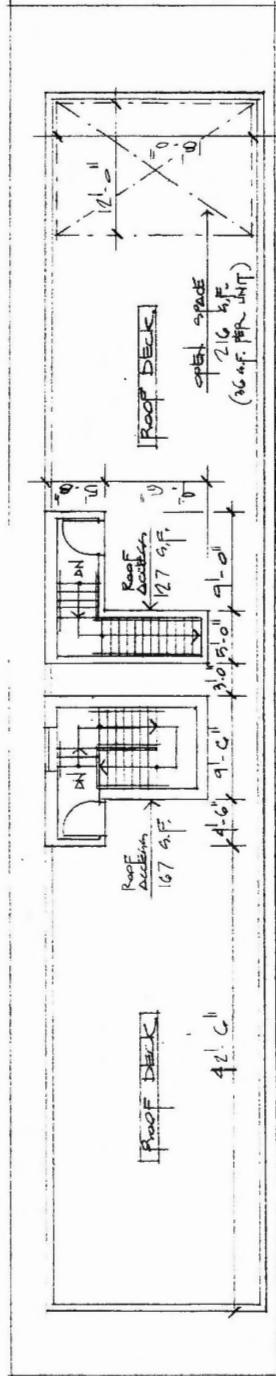
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 ARCHITECT CORPORATION
 LICENSE NUMBER 184-00148

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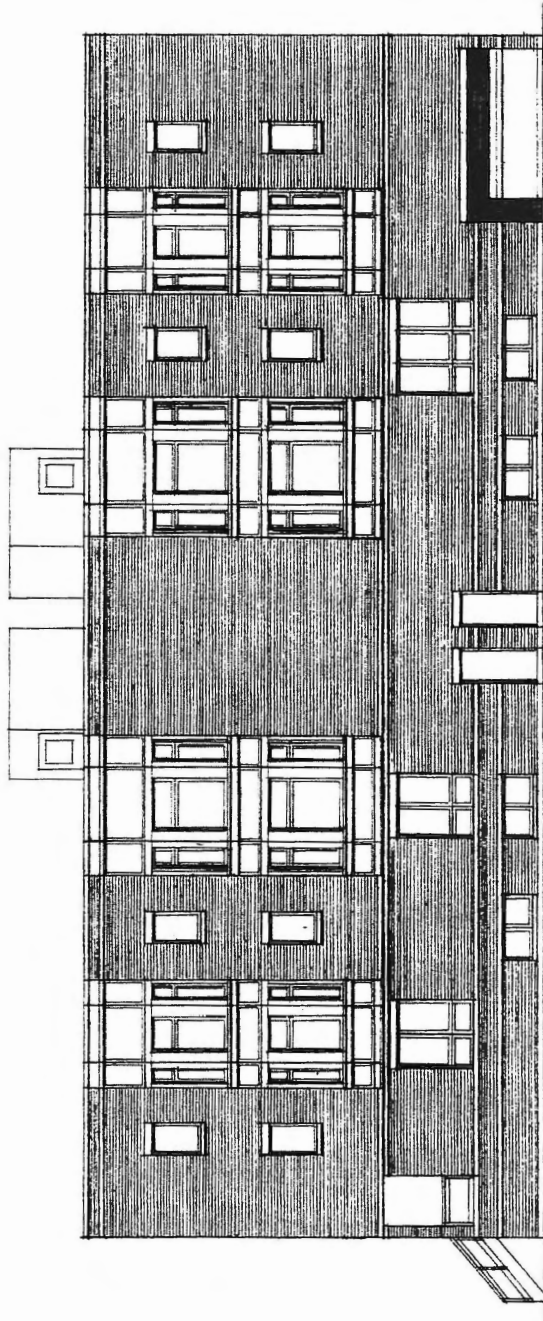
FINAL FOR PUBLICATION



⊕ Roof PLAN
1/8" = 1'-0"


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 LICENSE NUMBER 184-031485

FINAL FOR PUBLICATION

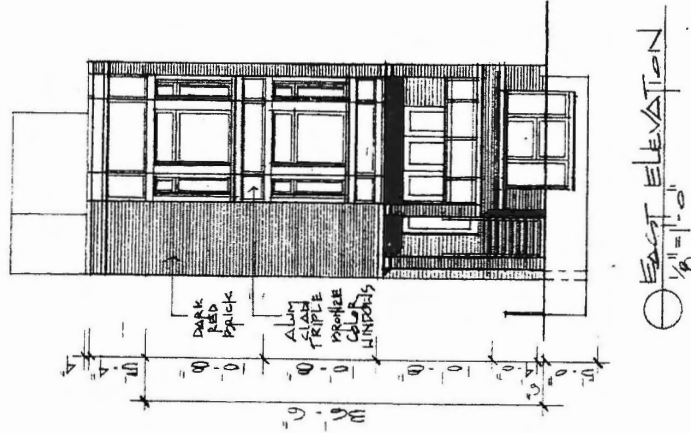


North Elevation
1/8" = 1'-0"

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Reclassification Of Area Shown On Map No. 4-I.
(Application No. 22724)
(Common Address: 1651 S. California Ave.)

[O2025-0016639]

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 4-I in the area bounded by:

a line 101.00 feet north of West 18th Street along South California Avenue; the alley next east of and parallel to South California Avenue; a line 76.0 feet north of and parallel to West 18th Street; and South California 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. 5-G.
(Application No. 22717T1)
(Common Address: 2218 N. Clybourn Ave.)

[O2025-0016511]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 5-G in the area bounded by:

a line 241.70 feet northwest of the intersection of North Clybourn Avenue and West Webster Avenue, as measured along the southwest right-of-way line of North Clybourn Avenue and perpendicular thereto; North Clybourn Avenue; a line 216.70 feet northwest of the intersection of West Webster Avenue and North Clybourn Avenue, as measured along the southeast right-of-way line of North Clybourn Avenue and perpendicular thereto; and the public alley next southwest of and parallel to North Clybourn Avenue,

to those of a B1-2 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan attached to this ordinance printed on page 28646 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**NARRATIVE AND PLANS
FOR THE PROPOSED ZONING CHANGE
AT 2218 N. CLYBOURN AVE**

The Applicant seeks a zoning change from M1-2 ("Manufacturing District") to B1-2 ("Neighborhood Shopping District to establish a lapsed business license and zoning change to allow the continuation of the existing use of the retail and residence spaces .

NARRATIVE AND FOR PLANS FOR 2218 N Clybourn Ave:

ZONING: B1-2

LOT AREA: 3,000 square feet

MINIMUM LOT AREA PER DWELLING UNIT: 1,000 square feet

FLOOR AREA RATIO: 1,2

BUILDING AREA: 2,794 sq ft

OFF-STREET PARKING: _2 parking spaces

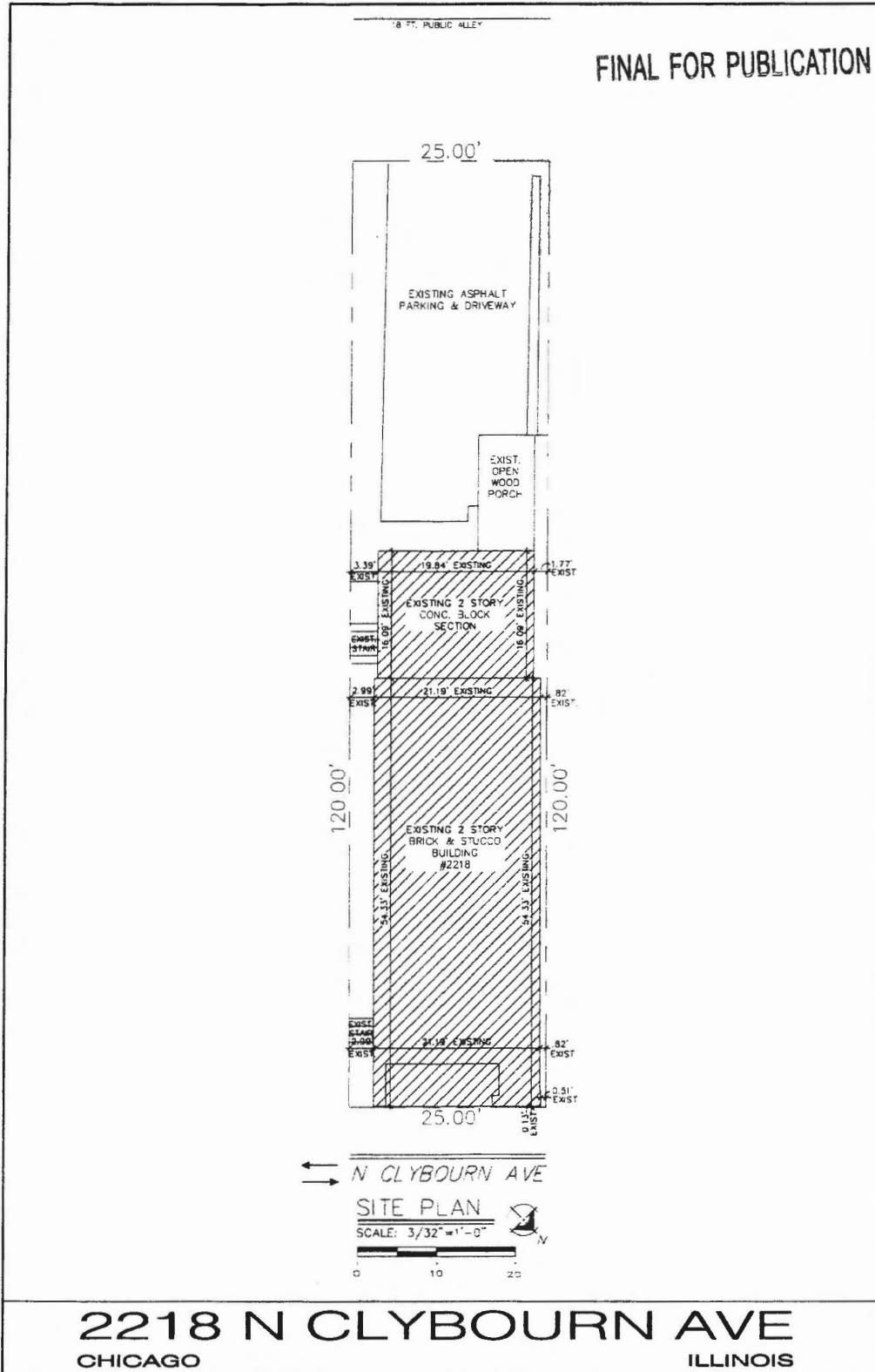
FRONT SETBACK: no change from current status

REAR SETBACK: no change from current status

SIDE SETBACK no change from current status

BUILDING HEIGHT: no change from current status

Set of plans is attached.



Reclassification Of Area Shown On Map No. 5-G.
(As Amended)
(Application No. 22721)
(Common Address: 2212 N. Clybourn Ave.)

[SO2025-0016608]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 5-G in the area bounded by:

a line 191.70 feet north of West Webster Avenue and perpendicular to North Clybourn Avenue; North Clybourn Avenue; a line 141.70 feet north of West Webster Avenue and perpendicular to North Clybourn Avenue; and the alley next west of and parallel to North Clybourn Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance be in force and effect from and after its passage and due publication.

—
Reclassification Of Area Shown On Map No. 5-H.
(As Amended)
(Application No. 22740T1)
(Common Address: 1923 -- 1925 W. Cortland St.)

[SO2025-0016790]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-H in the area bounded by:

West Cortland Street; a line 48 feet east of and parallel to North Winchester Avenue; the alley next south of and parallel to West Cortland Street; and North Winchester Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[General Notes and Specifications; Basement and First Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 28649 through 28653 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 – 1923-25 W. Cortland, Chicago, IL**

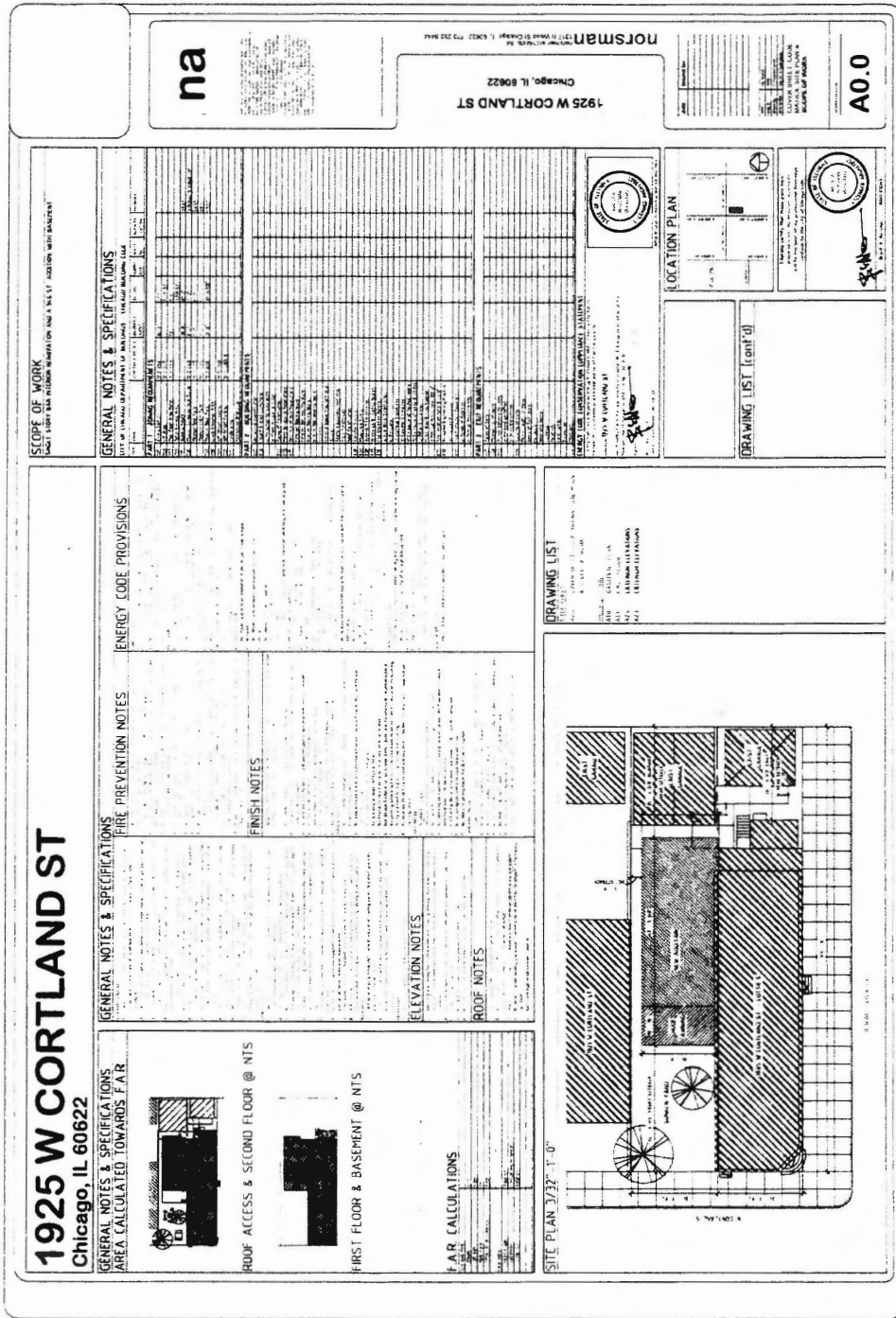
Proposed Zoning: C1-1 Neighborhood Commercial District

Lot Area: 6,000 square feet

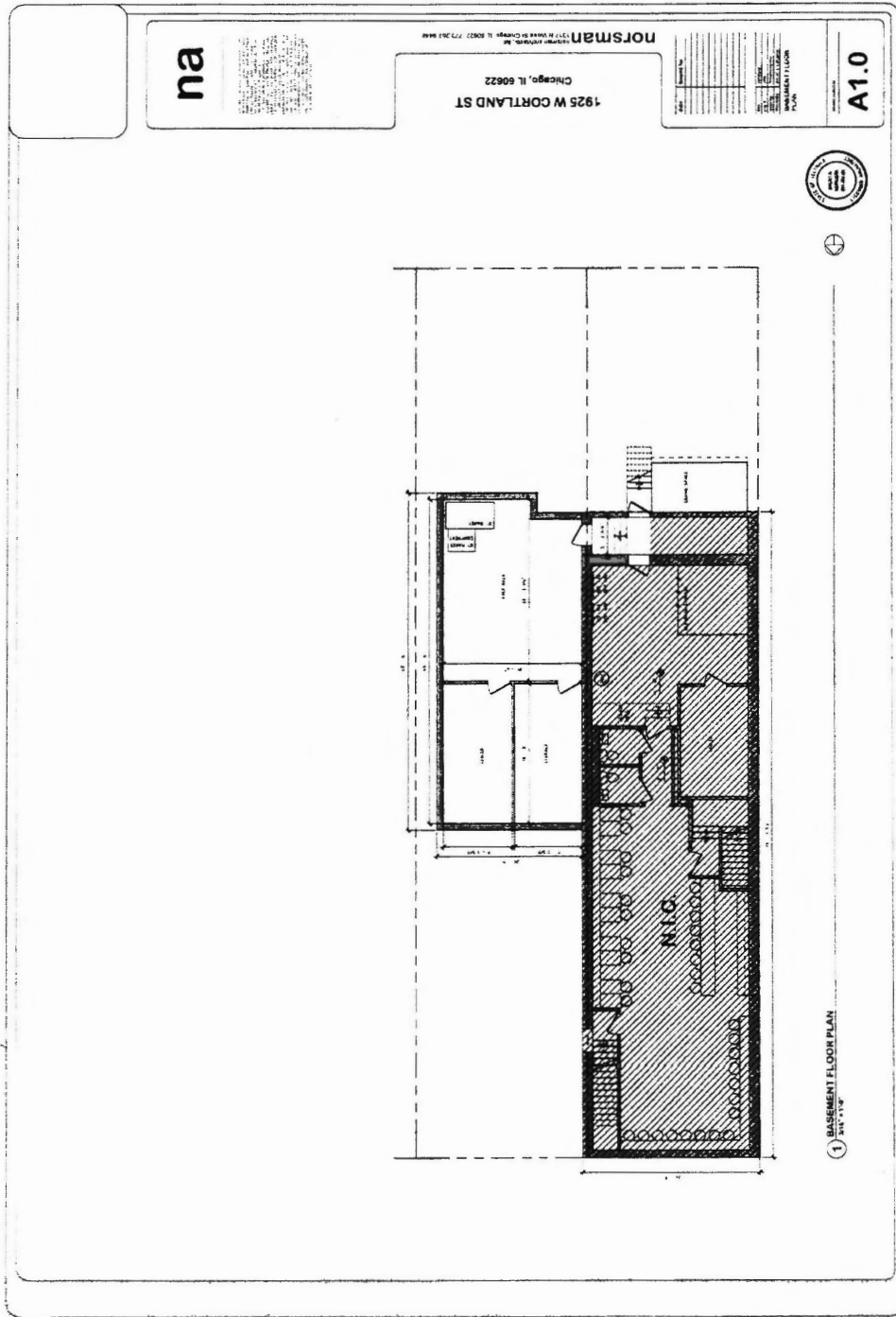
Proposed Land Use: The Applicant is proposing to construct a one-story addition to the existing one-story retail (tavern) building located at the subject property. The proposed one-story addition will measure 17 feet-1 7/8 inches in height and contain approximately 946 square feet of floor area. The existing building (21 feet-3 inch and 2,316 square feet) will remain. The subject property will continue to be supported by two (2) detached garages located at the rear of the subject lot.

- (A) The Project's Floor Area Ratio: 3,262 square feet (0.544 FAR)
- (B) The Project's Density (Minimum Lot Area Per D.U.): N/A
- (C) The amount of off-street parking: 2 parking spaces
- (D) Setbacks:
 - a. Front Setback: None (existing, no change)
 - b. Side Setbacks:
 - East Side: 3 feet (proposed)
 - West Side: None (existing, no change)
 - c. Rear Setback: 26 feet-4 ½ inches (existing building)
31 feet-4 3/8 inches (proposed addition)
- (E) Building Height: 21 feet-3 inches (existing building)
17 feet-1 7/8 inches (proposed addition)

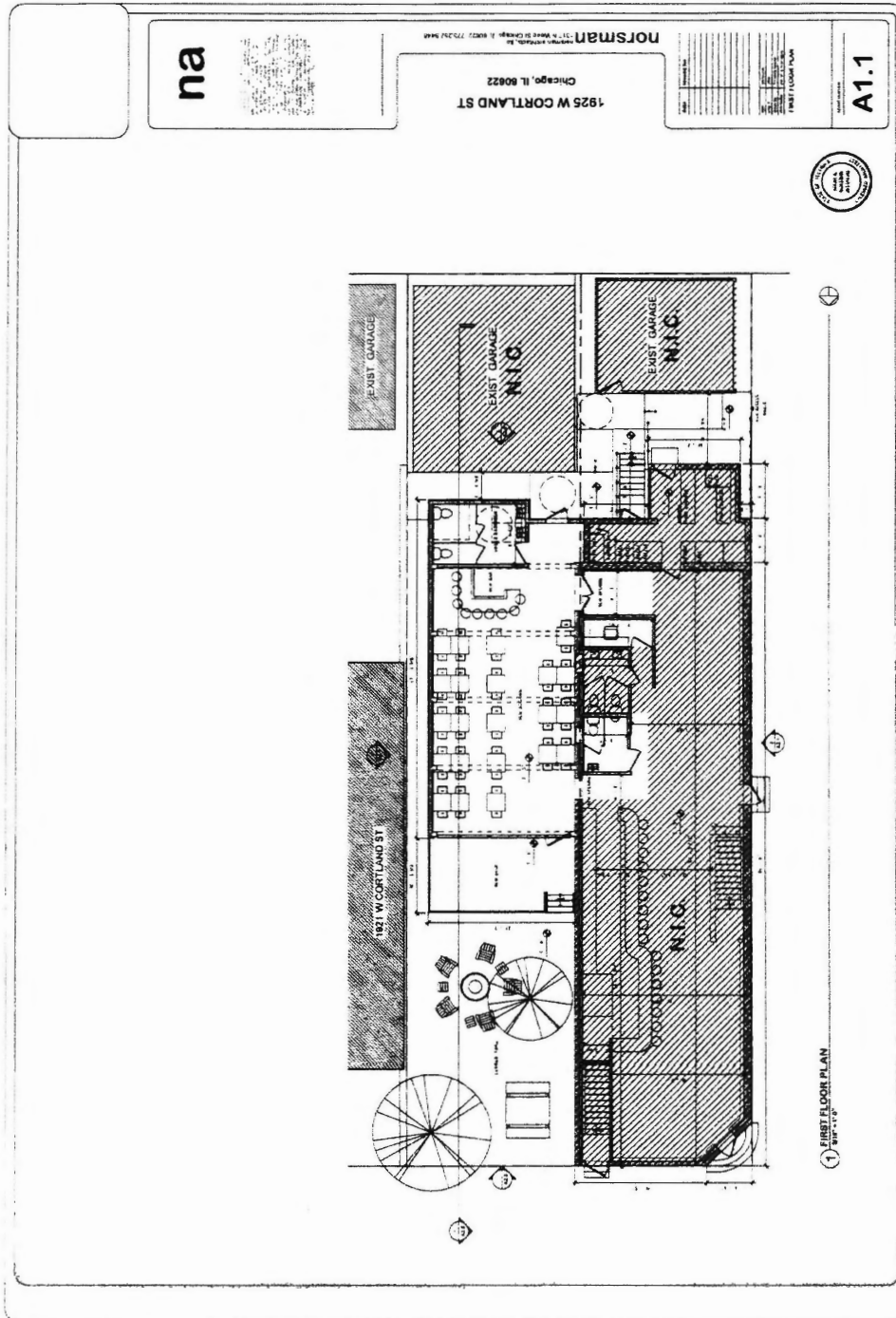
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
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na

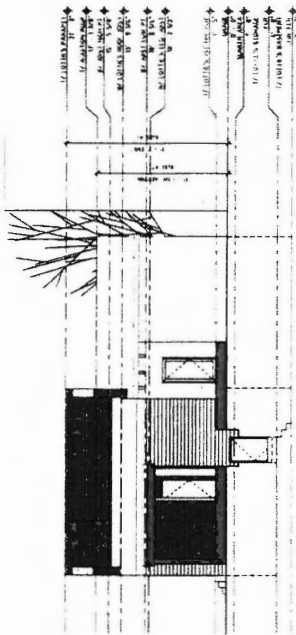
norman ARCHITECTURE
1925 W CORTLAND ST
CHICAGO, IL 60622

DATE	
PROJECT	
CLIENT	
ARCHITECT	
SCALE	

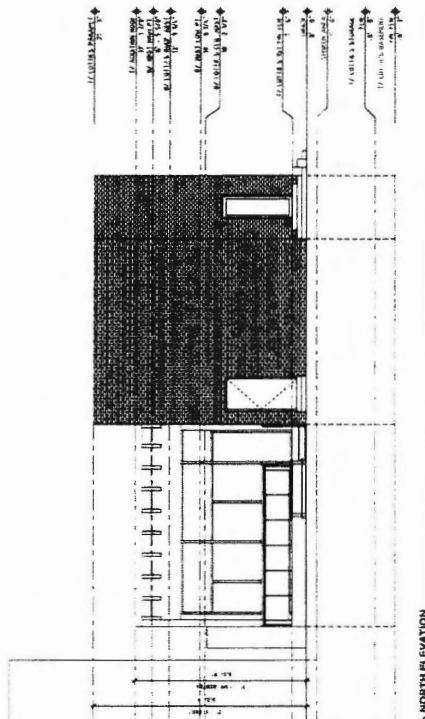
A2.0



Professional Engineer
No. 000000000
State of Illinois



2 SOUTH ELEVATION
3/8" = 1'-0"



1 NORTH ELEVATION
3/8" = 1'-0"

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na

1925 W CORTLAND ST
CHICAGO, IL 60622

norsman ARCHITECTS
1117 N BRUSH ST CHICAGO, IL 60627 773 761 8446

A2.1

(2) WEST ELEVATION
1/4" = 1'-0"

(1) EAST ELEVATION
1/4" = 1'-0"

Reclassification Of Area Shown On Map No. 5-H.

(Application No. 22728T1)

(Common Address: 2338 -- 2358 N. Seeley Ave.)

[O2025-0016651]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current B2-3 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 5-H in the area bounded by:

the public alley next south of and parallel to West Fullerton Avenue; North Seely Avenue; the Chicago and Northwestern Railway right-of-way; a line running northwest from a point along the previously described line, 162.67 feet from the west line of North Seeley Avenue running north for a distance of 16.41 feet to a point 123.75 feet south of the public alley next south of and parallel to West Fullerton Avenue; a line from the terminus of the last described line running northwest to a point 113.70 feet south of the public alley next south of and parallel to West Fullerton Avenue; and a line 139.75 feet west of and parallel to North Seeley 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.

[First, Second, Third, Fourth and Fifth Floor Plans; Roof Plan; Seeley Avenue Elevation; North, Southwest, East and West Building Elevations; and Transparency East Building Elevation attached to this ordinance printed on pages 28656 through 28664 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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NARRATIVE AND PLANS ATTACHMENT
TYPE I Rezoning from B2-3 to B2-3
2338-58 N Seeley Avenue

The Project

The property is currently improved with a one-story manufacturing building. The property was previously rezoned from an M3-3 to a B2-3 under a Type 1 to allow construction of a five-story building containing 56 residential dwelling units, no commercial space and 46 parking spaces. The height of the building as previously approved and now proposed will remain at 53 feet 10 inches. The Applicant seeks to retain the B2-3 classification but modify the Type 1 parameters applicable under the prior rezoning to increase the land area, add 700 sq. ft. of commercial space and secure additional variations. The number of units, the floor area of the building, the parking spaces to be provided and the height of the building previously approved is not changed.

The area has a mix of zoning classifications, including M3-3, RT-4, B2-3, B3-3, C2-3, and C2-5. It is improved with buildings ranging from one-story to six-stories. The property also is a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance, Section 17-10-0102-B (1), as it is within 1,320 feet of a designated bus line corridor in Table 17-17-0400-B, specifically Fullerton Avenue (Route 74) that is 141.00 feet north of the property. Accordingly, the property qualifies for a parking reduction under the Transit Served provision of the Zoning Ordinance

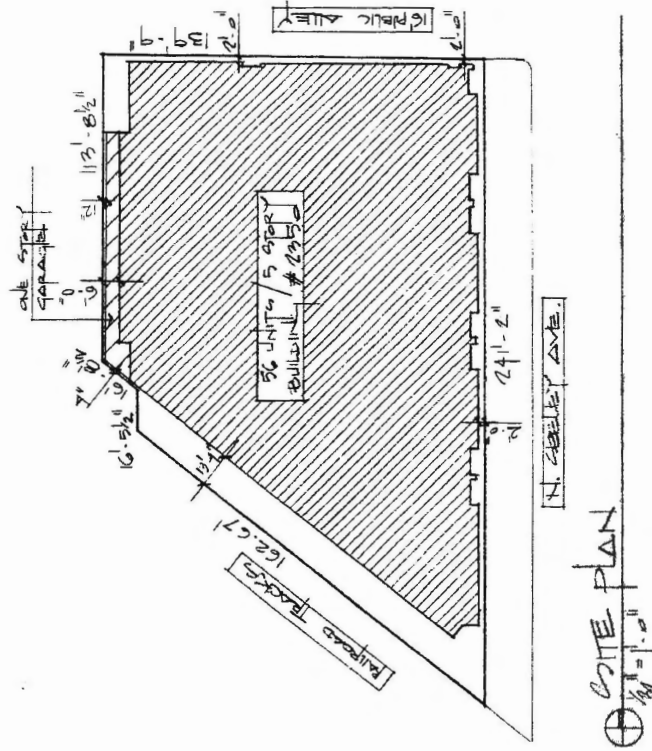
Applicant previously secured as part of the prior Type 1 rezoning per Section 17-13-0303-D: 1) a Variation under Section 17-13-1101-B to reduce the require rear yard setback from 30.00 feet to 6.00 feet; and 2) a Variation under Section 17-13-1101-D to reduce the one required loading berth to zero. These Variations are still required. In addition, the Applicant now seeks per Section 17-13-0303-D: 1) a Variation under Sections 17-13-1101-A and 17-13-1003-K to reduce the required commercial space from 5,142 sq. ft. to 700 sq. ft. and reduce the required floor-to-floor height of the commercial space from 13.0 feet to 9 feet 4 inches; and 2) a Variation under Sections 17-13-1101-A and 17-13-1103-P to increase the front yard setback from 5.0 feet to 12.00 ft.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	25,712 sq. ft.	
Floor Area:	94,576 sq. ft.	
Maximum FAR:	3.68**	
Residential Dwelling Units:	56	
MLA Density:	459 square feet	
Height:	53 feet 10 inches	
Bicycle Parking:	56 spaces	
Automobile Parking:	46 spaces	
Setbacks:	Front (Seeley Ave):	12.00 feet
	West Side (Rear):	6.00 feet
	South Side:	None
	North Side (Alley):	2.00 feet

*A set of plans, including a site plan showing the TSL distance of 141.00 feet to Fullerton Avenue is attached
** The proposed development will qualify for increased FAR under Section 17-3-0403 by providing 100% of the required ARO units on-site. In addition, Applicant will comply with Section 17-3-0307 (1) should such provisions be determined to be applicable.

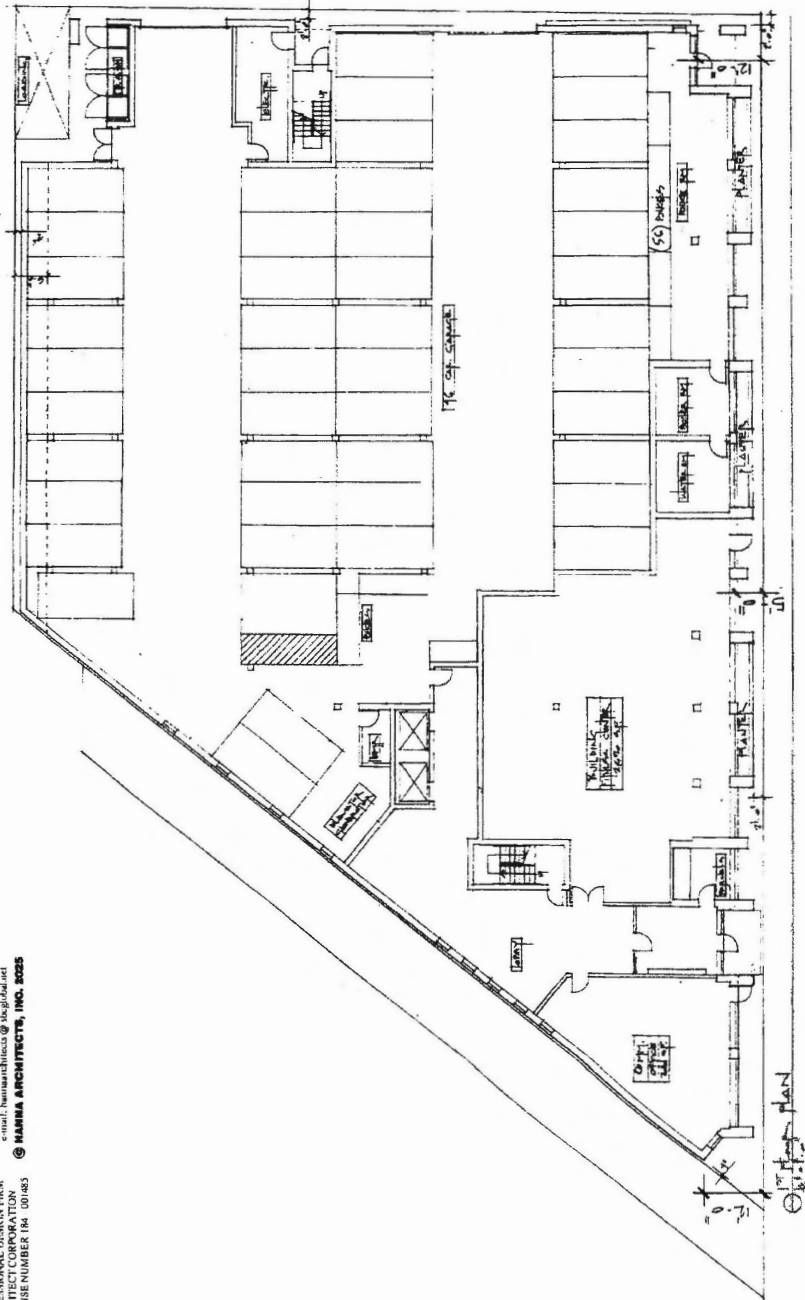
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⊕ SITE PLAN
 $\frac{1}{4}'' = 1'-0''$

HANNA ARCHITECTS, INC.
 PROFESSIONAL DESIGN FIRM
 1311 W. WASHINGTON
 CHICAGO, ILLINOIS 60602
 FAX (312) 750-1801
 e-mail: hannaarchitects@jagjibui.net
 LICENSE NUMBER 154-001435
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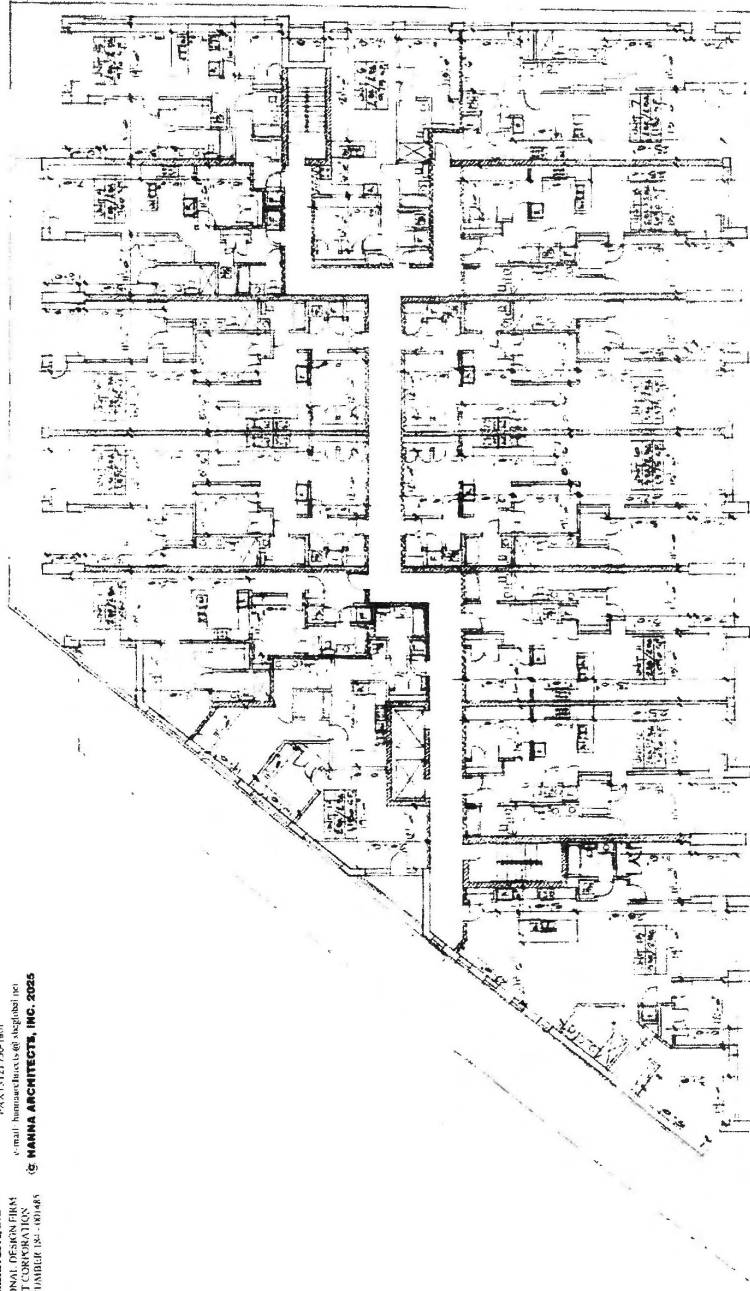
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ARCHITECTS, INC.
PROFESSIONAL DESIGN FIRM
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CHICAGO, ILLINOIS 60602
FAX (312) 750-1811
e-mail: hannaarchitects@hanndad.net
LICENSE NUMBER 184 100483

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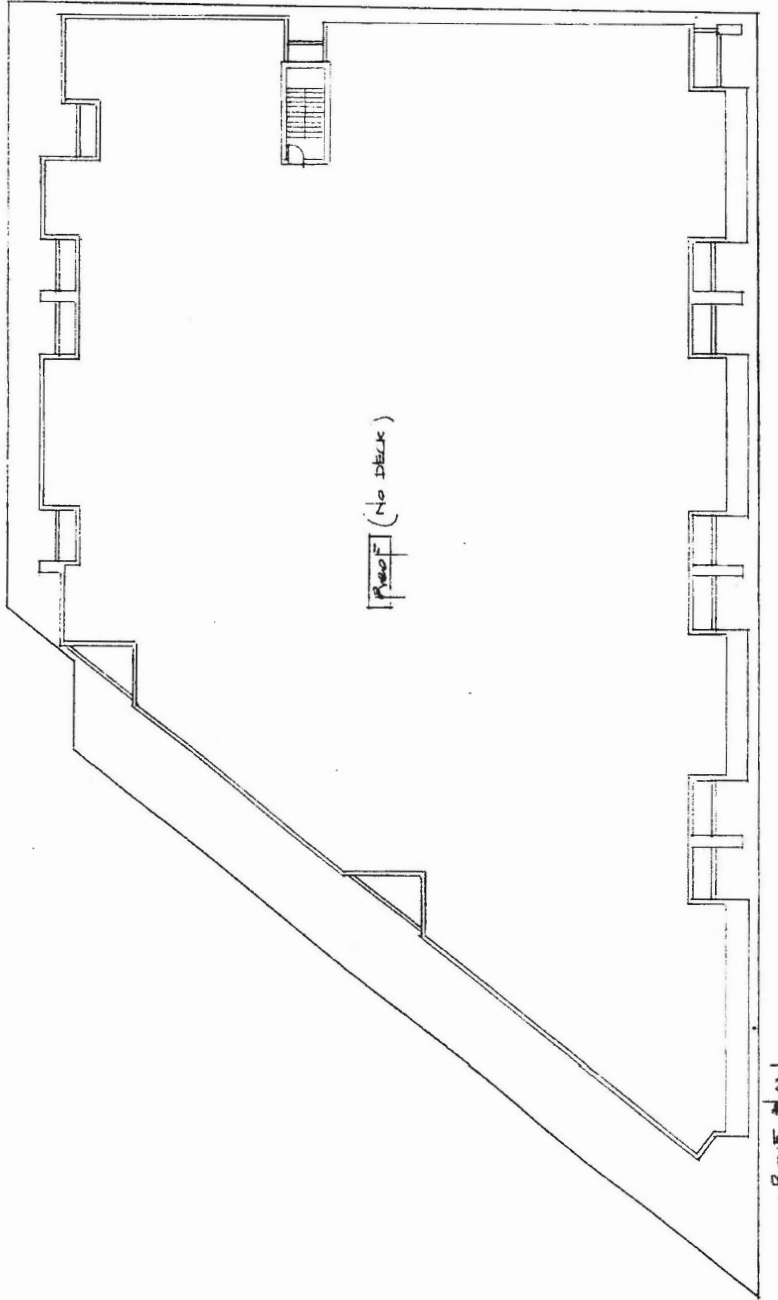


1801 W. WASHINGTON
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05/21/25 Floor Plan

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ARCHITECTS AND INTERIORS
LICENSE NUMBER 184-107485

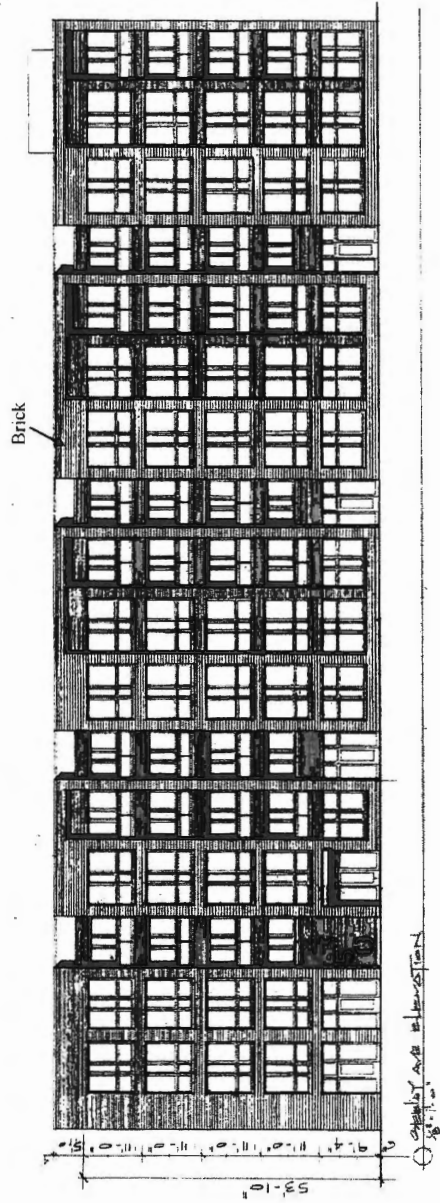
180 W. WASHINGTON
CHICAGO, ILLINOIS 60602
PAX (312) 790-1801
e-mail: hennanarchitects@foxgloves.net
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0 Feet 1/2 Inch

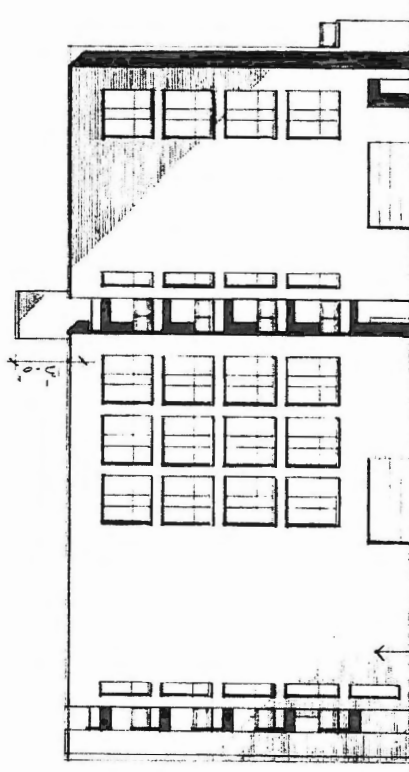
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 ARCHITECTS, INC.
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 ARCHITECT CORPORATION
 LICENSE NUMBER 184 - 30140

180 W. WASHINGTON
 CHICAGO, IL 60602
 TEL: (312) 229-1900
 FAX: (312) 229-1901
 e-mail: man.architects@pegasus.net
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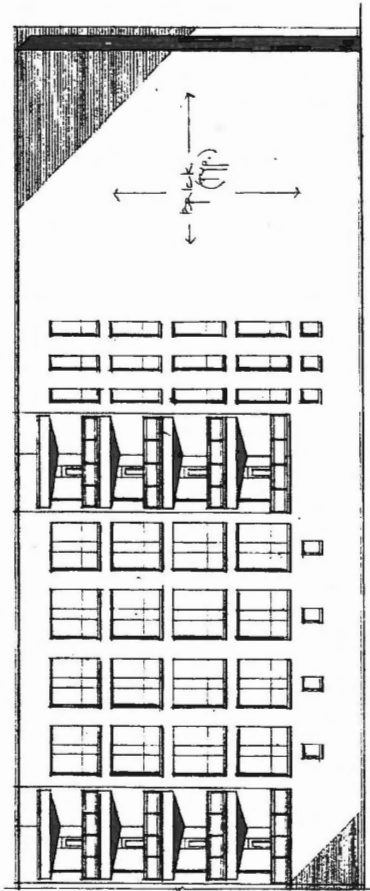
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○ NORTH ELEVATION
 $\frac{1}{16}'' = 11'-0''$


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 PROFESSIONAL DESIGN FIRM
 480 W. WASHINGTON
 CHICAGO, ILLINOIS 60610
 TEL: (312) 786-1801
 FAX: (312) 786-1801
 e-mail: hannaarchitects@hsghlad.net
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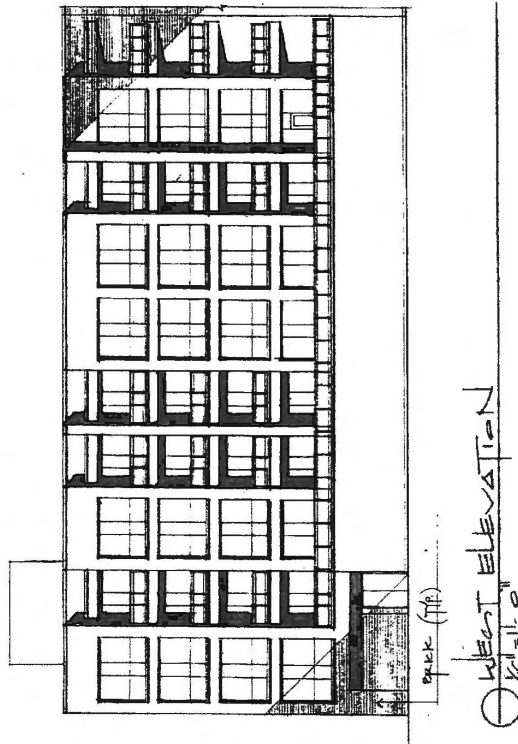


SOUTH WEST ELEVATION
 1/10/20
 1/16

108 W. WASHINGTON
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 e-mail: hannaarchitects@deglobelink.com
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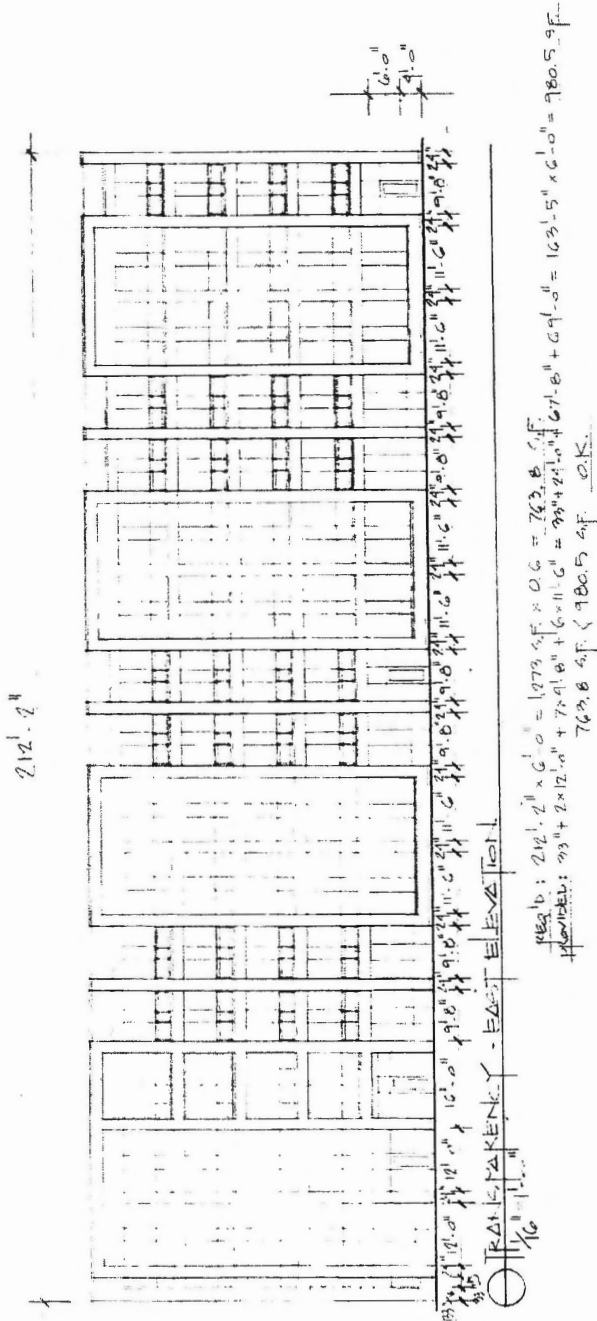
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ARCHITECTS, INC.
PROFESSIONAL DESIGN FIRM
ARCHITECTURE CORPORATION
LICENSE NUMBER 194 60948

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FAX (312) 750-1801
e mail: hannaarchitects@comcast.net
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 LICENSE NUMBER 154-101485

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Reclassification Of Area Shown On Map No. 5-H.
(Application No. 22737T1)
(Common Address: 1736 N. Winchester Ave.)

[O2025-0016756]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 216 feet south of and parallel to West Bloomingdale Avenue; North Winchester Avenue; a line 240 feet south of and parallel to West Bloomingdale Avenue; and the alley next west of and parallel to North Winchester Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plat of Survey; Code Matrix; Site Plan; General Notes; Basement, First, Second, and Third Floor Plans; Garage East and West Elevations; North, South, East and West Building Elevations; and Building Sections attached to this ordinance printed on pages 28667 through 28677 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 – 1736 North Winchester Avenue, Chicago, IL**

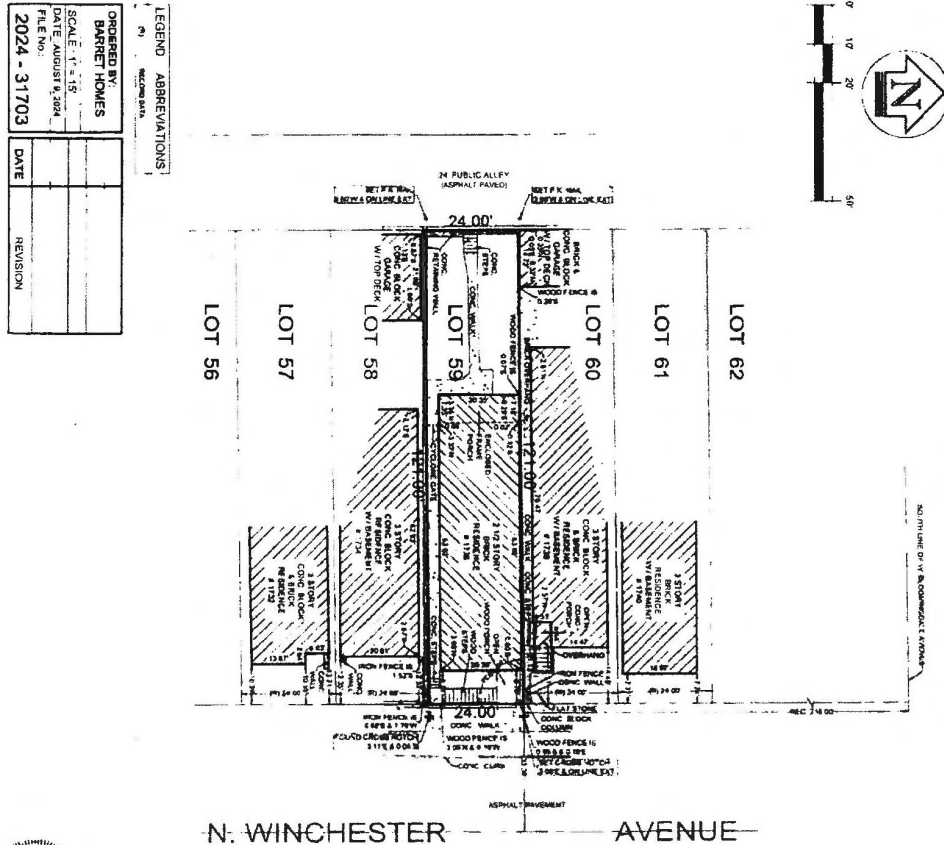
Proposed Zoning: RT-4 Residential Two-Flat, Townhouse and Multi-Unit District

Lot Area: 2,904 sq. ft.

Proposed Land Use: The Applicant is seeking a zoning change to permit the construction of a new three-story single-family home and detached garage with two (2) off-street parking spaces. The building will measure 35 ft.-10 3/8 inches in height.

- (A) The Project's Floor Area Ratio: 3,358.12 square feet (1.16 FAR)
- (B) The Project's Density (Minimum Lot Area Per D.U.): 2,904 square feet per D.U.
(1 residential unit)
- (C) The amount of off-street parking: 2 parking spaces
- (D) Setbacks:
 - a. Front Setback: 11 ft.-3 inches (proposed)
 - b. Side Setbacks:
 - North Side: 3 ft. (proposed)
 - South Side: 2 ft. (proposed)
 - c. Rear Setback: 37 ft.-5 inches (proposed)
- (E) Building Height: 37 ft.-10 3/8 inches (proposed)

FINAL FOR PUBLICATION



STATE OF ILLINOIS)
 COUNTY OF COOK) S.S.
 I, ROY G. LAWRENCE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE SAID SURVEY IS A CORRECT REPRESENTATION OF THE PROFESSIONAL SERVICE COMPLETED BY ME AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF ILLINOIS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR A BOUNDARY SURVEY. DIMENSIONS FOR SHOWN IN SET AND BEGAN'S END ARE CORRECTED TO A TEMPERATURE OF 68° FAHRENHEIT. MONUMENTS BEING BOUNDING AND BENCHMARKS BEING ANY DISCREPANCIES TO THE SURVEY OR RIVER FOREST ILLINOIS ALBERT 9. A. D. 2024.

BY: *Roy G. Lawrence*
 ROY G. LAWRENCE, REGISTERED ILLINOIS LAND SURVEYOR NO. 35 3796
 LICENSE EXPIRES NOVEMBER 30, 2024
 LICENSE NUMBER: 184-29575
 LICENSE EXPIRES APRIL 30, 2025

UNITED SURVEY SERVICE, LLC
 7711 S. MICHIGAN AVE. SUITE 100
 CHICAGO, IL 60647
 TEL: (447) 289-1006 FAX: (447) 289-1007
 E-MAIL: USURVEY@USANSOCS.COM
 OR
 PLAT OF SURVEY
 OF
 LOT 66 B.L.O.C.K. CT IN SHERIDAN ADDITION TO CHICAGO, IN THE
 SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31
 TOWNSHIP 46 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL
 MERIDIAN, COOK COUNTY, ILLINOIS
 KNOWN AS 1128 N. WINCHESTER AVENUE, CHICAGO, ILLINOIS
 PERMANENT INDEX NUMBER: 14-31-415-07-0000

3 STORY FRAME 5A SINGLE FAMILY RESIDENCE W/ NFPA
SPRINKLER, BASEMENT, ROOF DECK AND
DETACHED MASONRY 3B GARAGE W/ ROOF DECK
1736 NORTH WINCHESTER AVE., CHICAGO, IL

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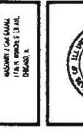
300 ARCHITECTS
1736 NORTH WINCHESTER AVE
CHICAGO, IL 60614
TEL: 312.467.1313

PROJECT NO. 2024-001
DATE: 05/21/2025

ARCHITECT'S STATEMENT & SEAL
I, ARCHITECT, DO HEREBY CERTIFY THAT I AM A LICENSED ARCHITECT IN THE STATE OF ILLINOIS AND THAT I AM THE DESIGNER OF THE WORK SHOWN ON THESE PLANS.

ARCHITECT'S SIGNATURE
[Signature]

SEAL
ARCHITECT'S SEAL



SCALE
AS SHOWN

DATE
05/21/2025



DRAWING INDEX table with columns for drawing number, description, and date.

APPLICABLE CODES
MUNICIPAL CODE OF CHICAGO
ILLINOIS STATE BUILDING CODE

LIMITATION OF WARRANTY OF ARCHITECT'S WORK PRODUCT
THE ARCHITECT'S WORK PRODUCT IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE ARCHITECT BE LIABLE FOR ANY DAMAGES, INCLUDING GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE ARCHITECT'S WORK PRODUCT.

ARCHITECT'S STATEMENT & SEAL
I, ARCHITECT, DO HEREBY CERTIFY THAT I AM A LICENSED ARCHITECT IN THE STATE OF ILLINOIS AND THAT I AM THE DESIGNER OF THE WORK SHOWN ON THESE PLANS.

ARCHITECT'S SIGNATURE
[Signature]



CODE MATRIX table for structural steel connections.

CODE MATRIX table for structural steel connections.


CODE MATRIX table for structural steel connections.

CODE MATRIX table for structural steel connections.

CODE MATRIX table for structural steel connections.

CODE MATRIX table for structural steel connections.

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300

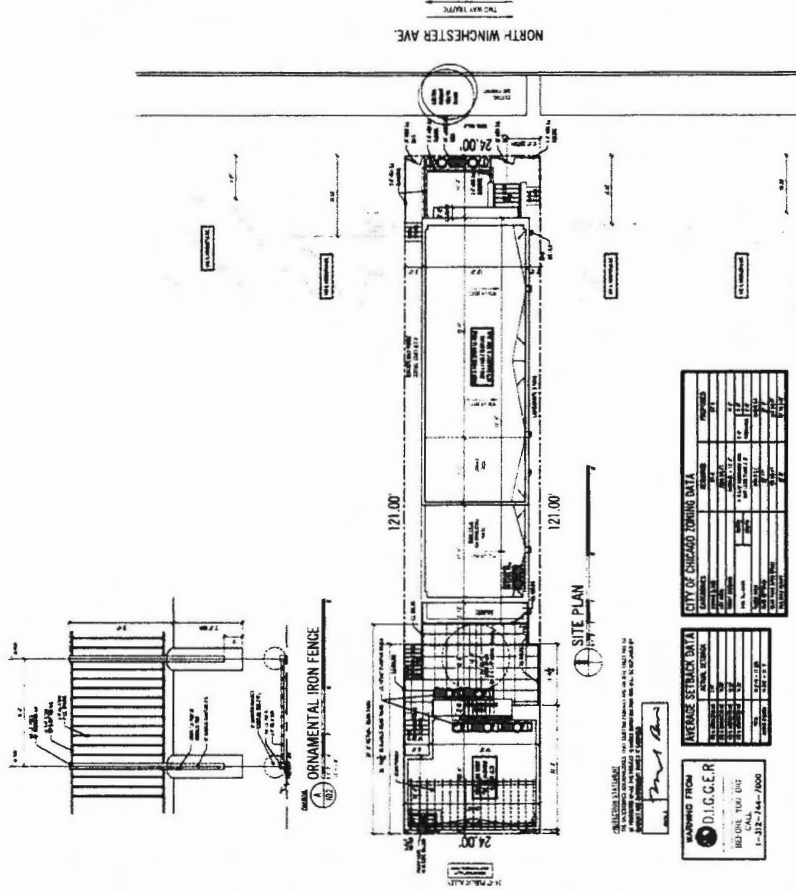
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DATE: 05/21/2025
 TIME: 10:00 AM
 PROJECT: 1748 N WINCHESTER
 SHEET: A0.2

DATE: 05/21/2025
 TIME: 10:00 AM
 PROJECT: 1748 N WINCHESTER
 SHEET: A0.2

DATE: 05/21/2025
 TIME: 10:00 AM
 PROJECT: 1748 N WINCHESTER
 SHEET: A0.2

SHEET
A0.2
 TABLE



1748 N WINCHESTER



1748 N WINCHESTER

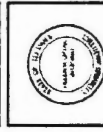
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APPROVED FOR PUBLICATION
DATE: 5/21/2025
BY: [Signature]

DATE: 5/21/2025
BY: [Signature]

DATE: 5/21/2025
BY: [Signature]



DATE: 5/21/2025
BY: [Signature]



Table with multiple columns and rows, likely a schedule or list of items.

Table with multiple columns and rows, likely a schedule or list of items.

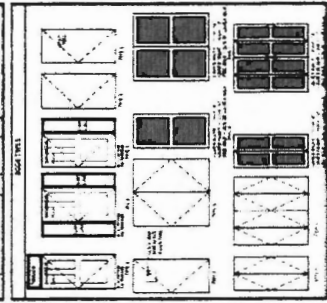
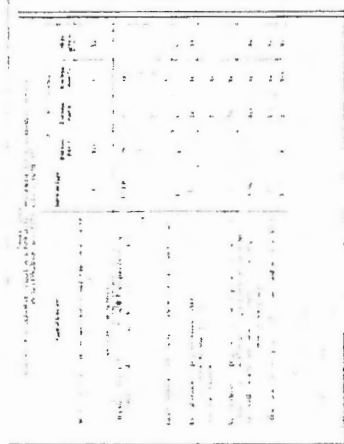


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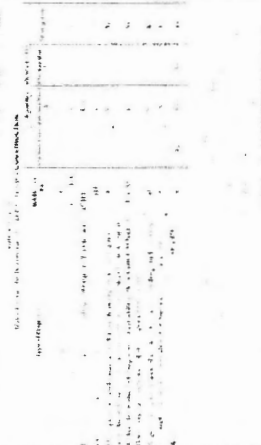
Text block containing descriptive information or notes.

Table with multiple columns and rows, likely a schedule or list of items.



GENERAL NOTES
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
3. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
4. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
6. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
8. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
10. THE CONTRACTOR SHALL MAINTAIN THE SITE IN A SAFE AND SOUND CONDITION AT ALL TIMES.

Table with multiple columns and rows, likely a schedule or list of items.



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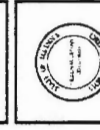
DATE: 05/21/2025
PROJECT: 28671
SHEET: 11 OF 11

300 DESIGN STUDIO
1000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.300DESIGNSTUDIO.COM

ARCHITECT
1000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.300DESIGNSTUDIO.COM

DATE: 05/21/2025
PROJECT: 28671
SHEET: 11 OF 11

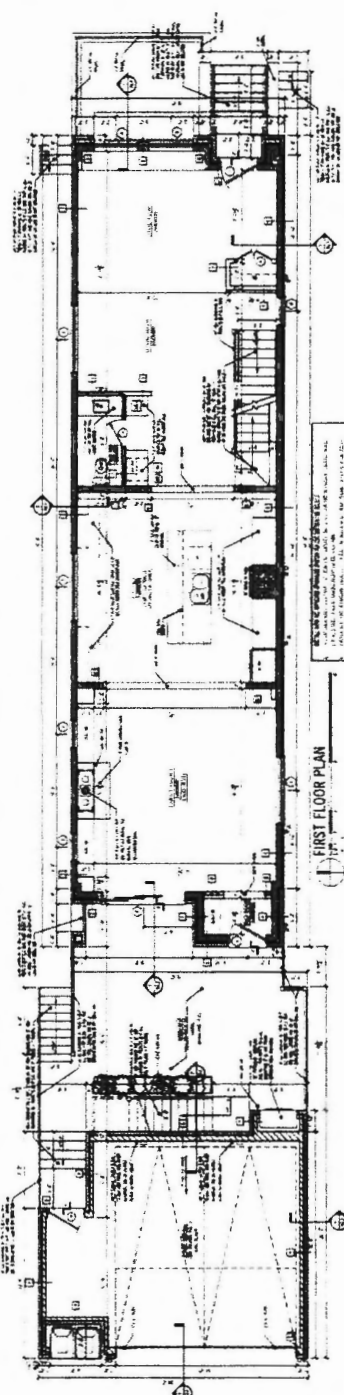
300 DESIGN STUDIO
1000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.300DESIGNSTUDIO.COM



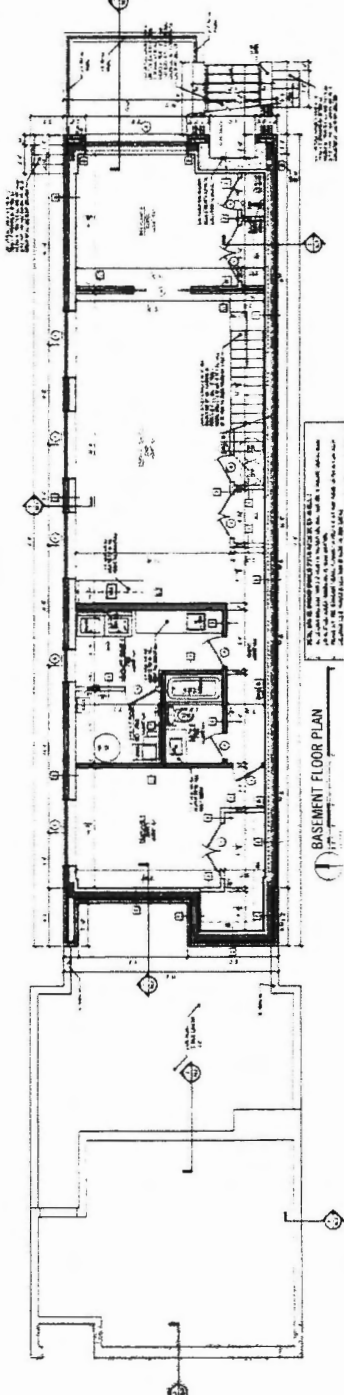
DATE: 05/21/2025
PROJECT: 28671
SHEET: 11 OF 11



WALL LEGEND		WALL LEGEND		WALL LEGEND		WALL LEGEND	
LINE	DESCRIPTION	LINE	DESCRIPTION	LINE	DESCRIPTION	LINE	DESCRIPTION
1	1/2" CMU	1	1/2" CMU	1	1/2" CMU	1	1/2" CMU
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3	1/2" CMU	3	1/2" CMU	3	1/2" CMU	3	1/2" CMU
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5	1/2" CMU	5	1/2" CMU	5	1/2" CMU	5	1/2" CMU
6	1/2" CMU	6	1/2" CMU	6	1/2" CMU	6	1/2" CMU
7	1/2" CMU	7	1/2" CMU	7	1/2" CMU	7	1/2" CMU
8	1/2" CMU	8	1/2" CMU	8	1/2" CMU	8	1/2" CMU
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13	1/2" CMU	13	1/2" CMU	13	1/2" CMU	13	1/2" CMU
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FIRST FLOOR PLAN



BASEMENT FLOOR PLAN

FINAL FOR PUBLICATION




300
YEARS OF
ILLINOIS

OFFICE OF THE
COMMISSIONER OF
PLANNING AND
ZONING

CHICAGO, ILLINOIS
JULY 18, 1837 - JULY 18, 2037


OFFICE OF THE
COMMISSIONER OF
PLANNING AND
ZONING

OFFICE OF THE
COMMISSIONER OF
PLANNING AND
ZONING

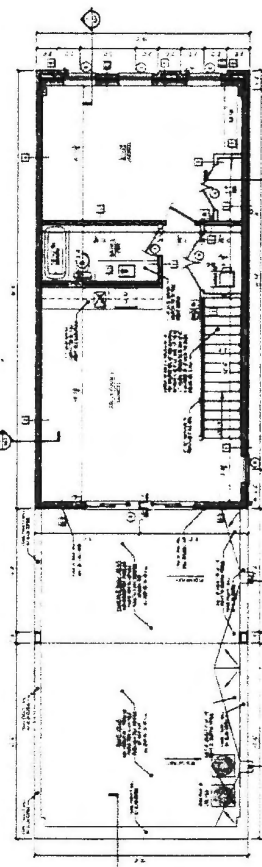


PROJECT NO.
18-0374
18-0374-01
18-0374-01-01

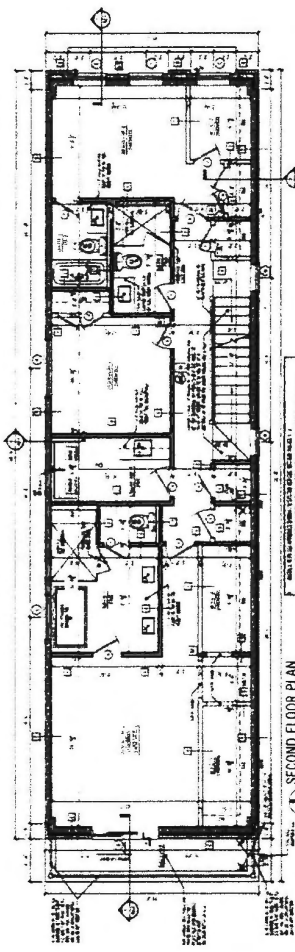
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18-0374-01-01



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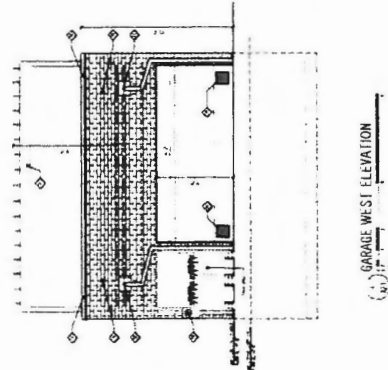
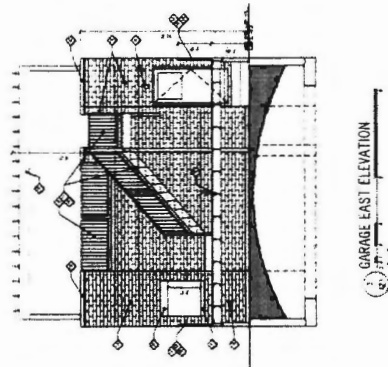
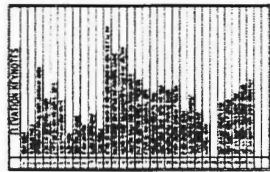
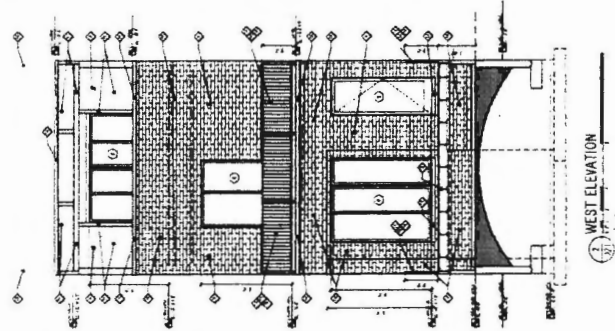
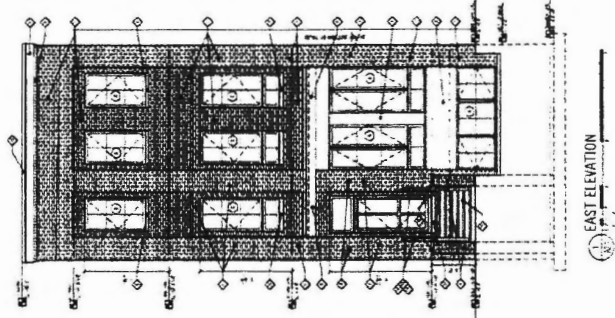
THIRD FLOOR PLAN



SECOND FLOOR PLAN

FINAL FOR PUBLICATION

	<p>300 300 SOUTH 1ST STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1000 FAX: 303.733.1001</p>	<p>ARCHITECT 1000 17TH AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.733.1000 FAX: 303.733.1001</p>	<p>ENGINEER 1000 17TH AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.733.1000 FAX: 303.733.1001</p>	<p>MECHANICAL ENGINEER 1000 17TH AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.733.1000 FAX: 303.733.1001</p>	<p>ELECTRICAL ENGINEER 1000 17TH AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.733.1000 FAX: 303.733.1001</p>		<p>300 300 SOUTH 1ST STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1000 FAX: 303.733.1001</p>	<p>300 300 SOUTH 1ST STREET SUITE 100 DENVER, CO 80202 TEL: 303.733.1000 FAX: 303.733.1001</p>
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FINAL FOR PUBLICATION


 ARCHITECT
 225 N. LAUREL STREET, SUITE 200
 CHICAGO, IL 60610
 TEL: 312.427.2222
 FAX: 312.427.2222
 WWW: WWW.A2A2.COM

I, **A2.2**, ARCHITECT
 11107
 12/15/2018

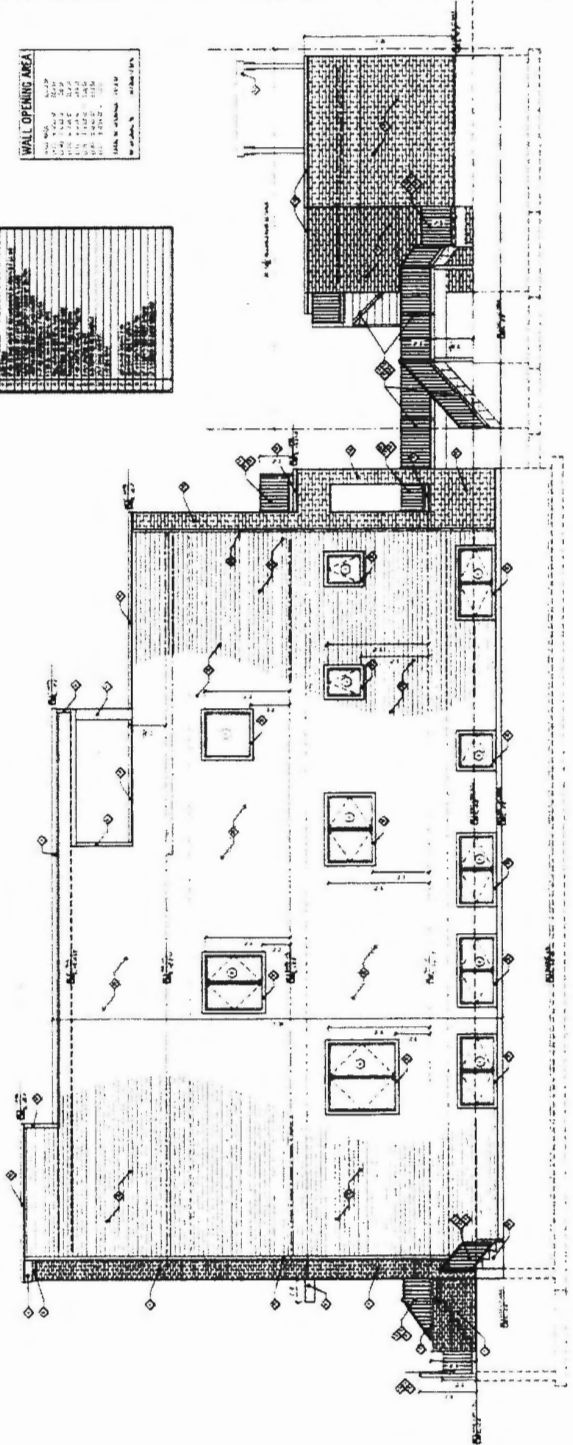
PROJECT NAME
 11107
 12/15/2018

DATE OF ISSUE
 11/15/2018

PROJECT NO.
 11107

WALL OPENING AREA

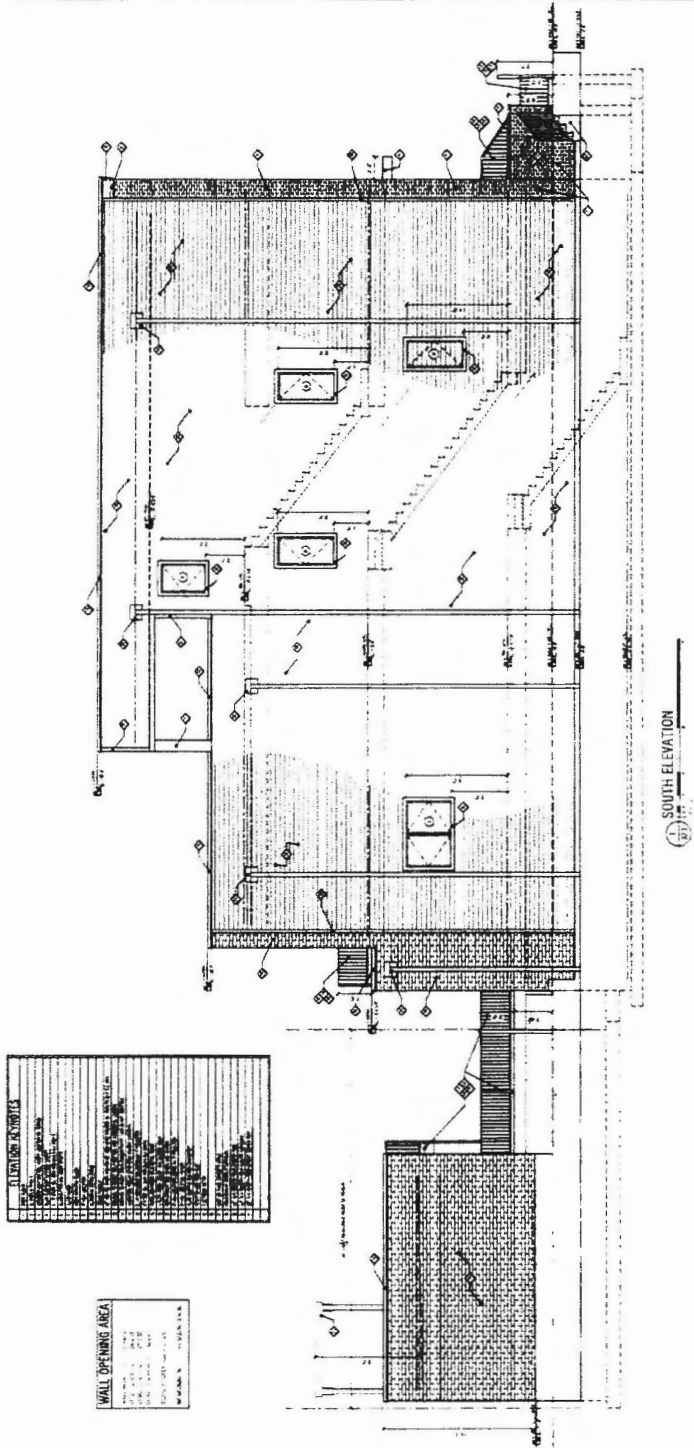
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NORTH ELEVATION

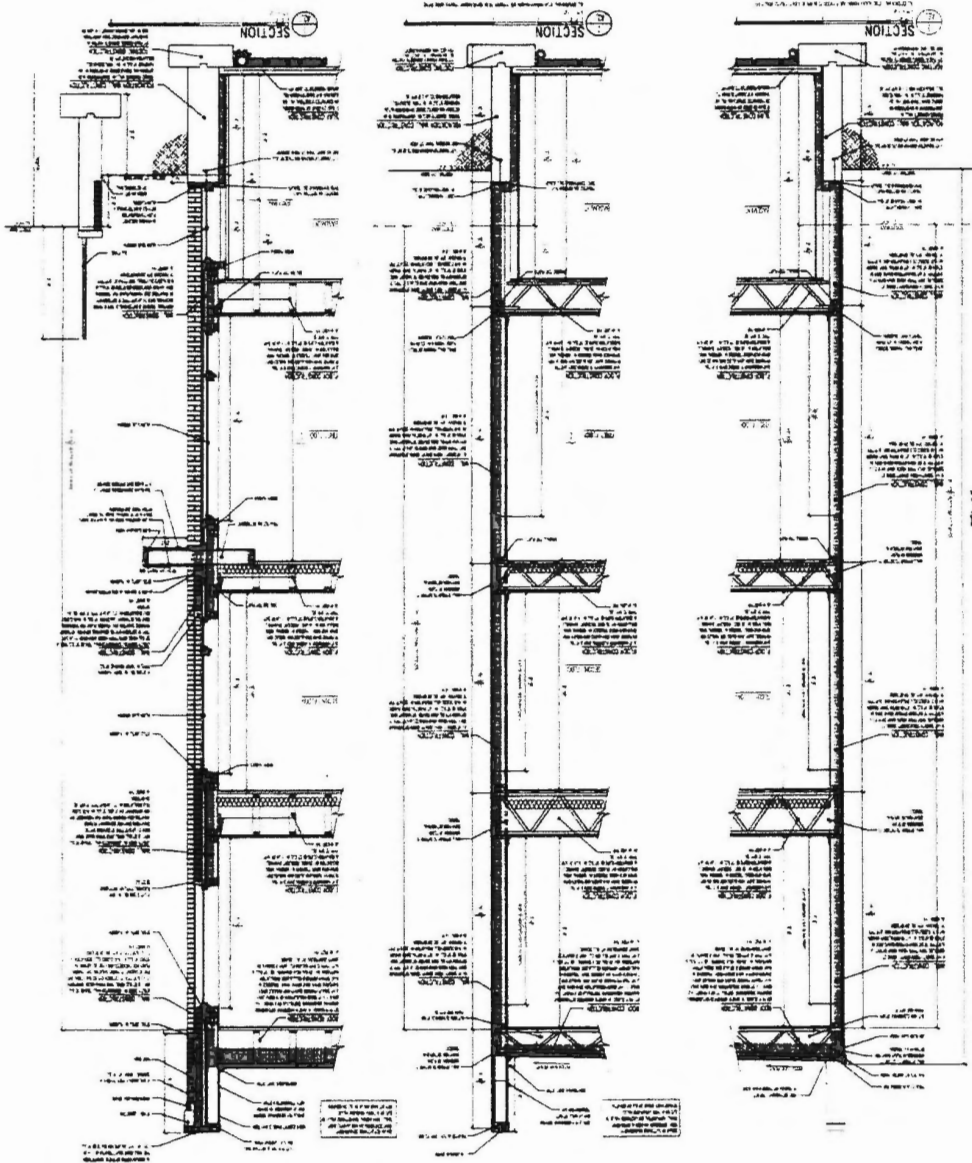
FINAL FOR PUBLICATION



 <p>300 GROUP CONSULTING 10000 W. 16th Ave., Suite 100 Denver, CO 80202 Tel: 303.755.1000 Fax: 303.755.1001 www.300group.com</p>		<p>DATE: 05/21/2025 PROJECT: 28675 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN</p>	<p>PROJECT NO. 28675 SHEET NO. A2.3 TOTAL SHEETS: 10</p>	<p>DATE: 05/21/2025 PROJECT: 28675 DRAWN BY: [Name] CHECKED BY: [Name] SCALE: AS SHOWN</p>		<p>28675 A2.3 2025</p>
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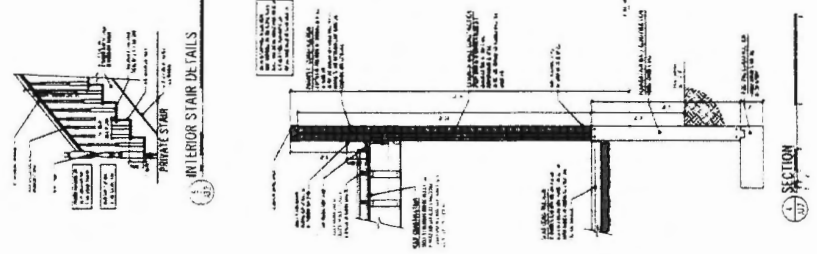
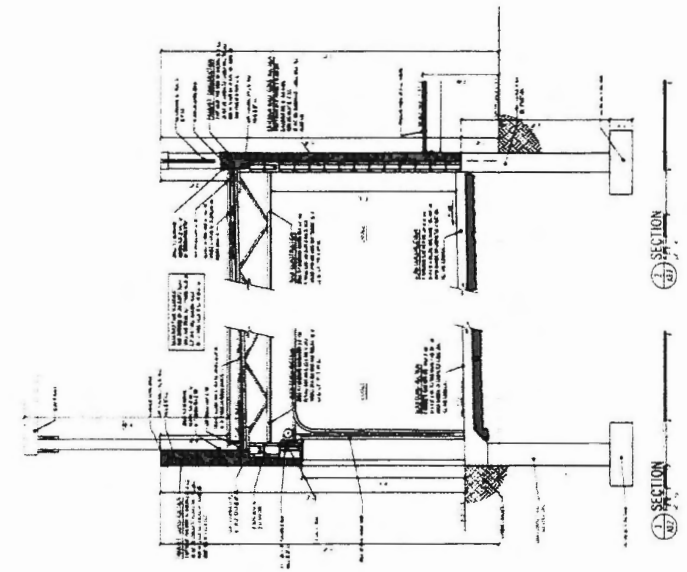
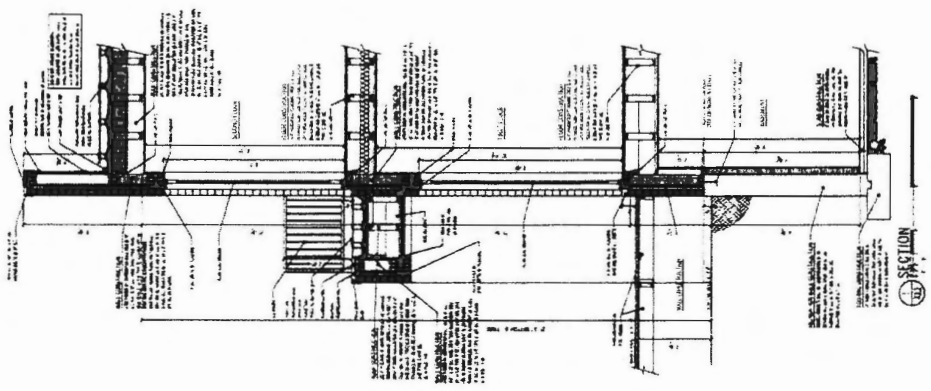


NOT FOR PERMITS

	<p>300 CHICAGO, ILL. 60601 ARCHITECTS</p>		<p>ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 08-14-2013 BY 60322 UCBAW/STP</p>		<p>DATE: 05/21/2025 PROJECT: 28676 SHEET: A3.1</p>		
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 THIS DRAWING BEING IN THE CARE OF THE ARCHITECT	CONTRACT NO. 1000000000000000 PROJECT NO. 1000000000000000	DRAWN BY CHECKED BY DATE	PROJECT NO. 1000000000000000 SHEET NO. 1000000000000000 TOTAL SHEETS 1000000000000000	 REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA LICENSE NO. 1000000000000000	SHEET A3.2 PARTS
	PROJECT TITLE 1000000000000000				



Reclassification Of Area Shown On Map No. 5-I.

(Application No. 22735T1)

(Common Address: 2638 W. Cortland St.)

[O2025-0016699]

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 District symbols and indications as shown on Map Number 5-I in the area bounded by:

West Cortland Street; a line 200 feet east of and parallel to North Washtenaw Avenue; the public alley north of and parallel to West Cortland Street; and a line 225 feet east of and parallel to North Washtenaw 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 publication.

[Site Plan; Building Section; Levels One, Two and Three
Floor Plans; and South and East Building Elevations
attached to this ordinance printed on
pages 28680 through 28682
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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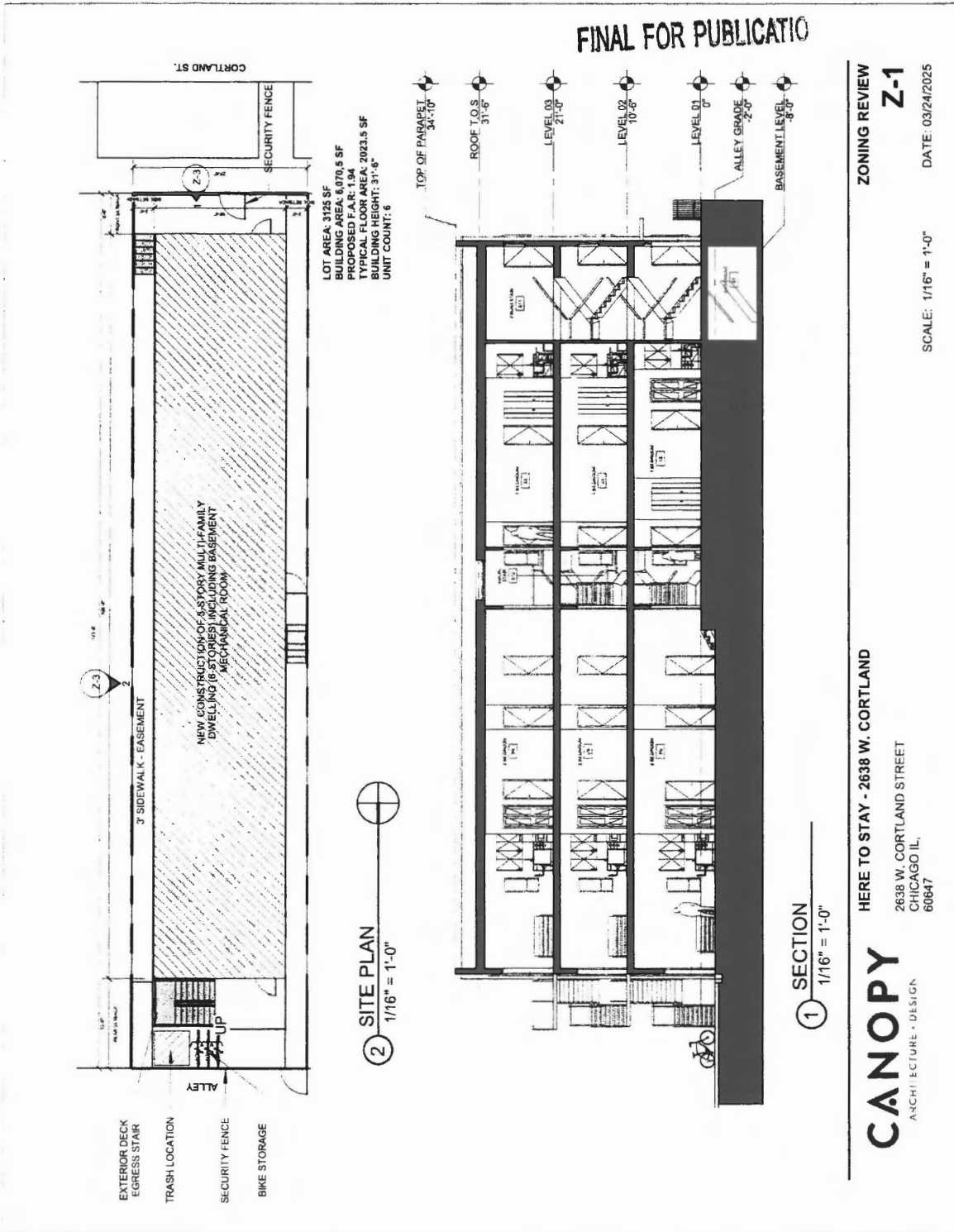
NARRATIVE AND PLANS
TYPE 1 ZONING MAP AMENDMENT APPLICATION

Applicant: Here to Stay CLT, Inc.
Property Location: 2638 W. Cortland Street
Proposed Zoning: RM-5 Residential Multi-Unit District
Lot Area: 3,125 SF

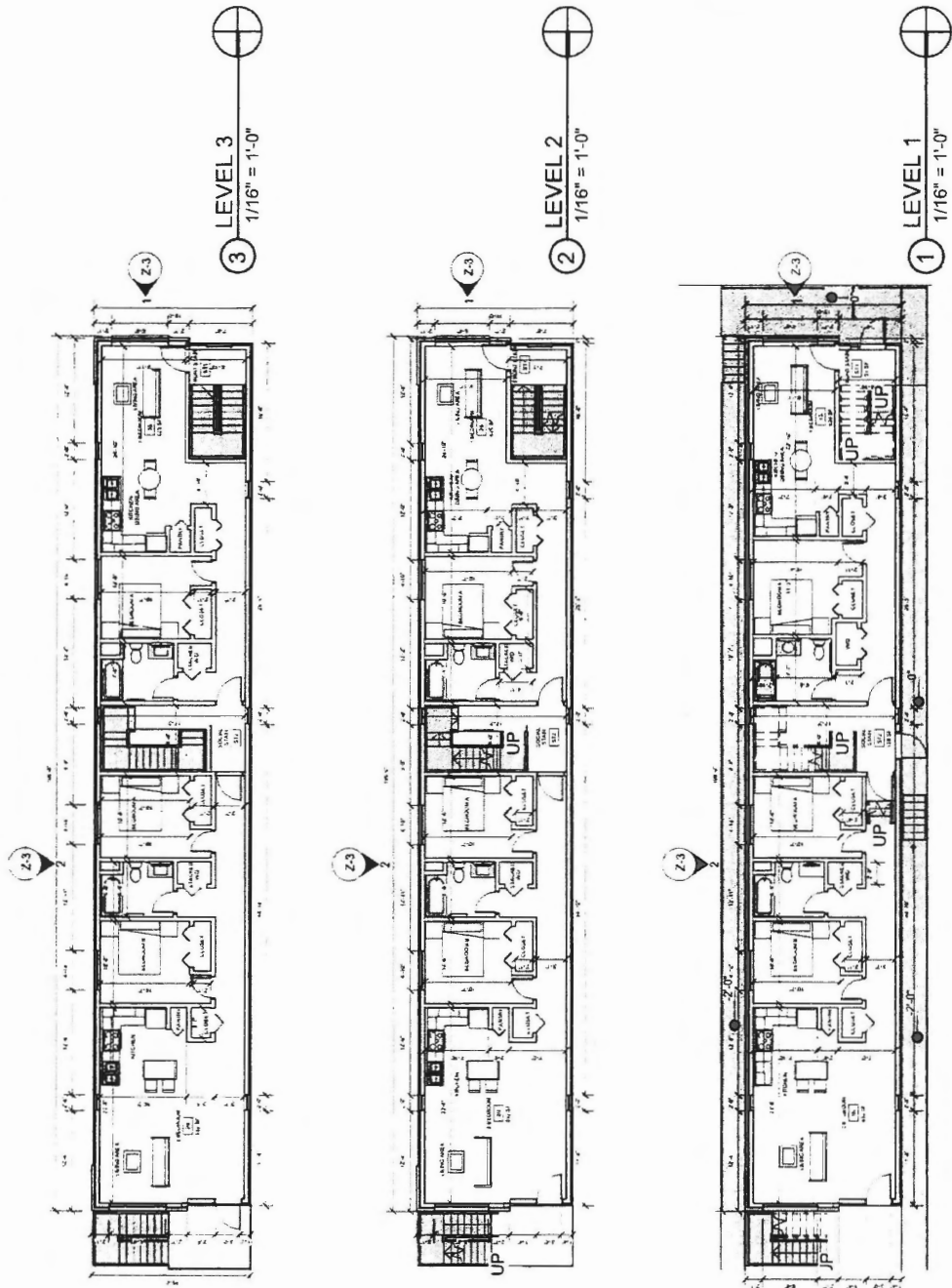
Here to Stay CLT, Inc. is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 2638 W. Cortland Street from the RS-3 Residential Single-Unit District to the RM-5 Residential Multi-Unit District. The Applicant requests a re-zoning from the RS-3 Residential Single-Unit District to the RM-5 Residential Multi-Unit District to develop the property with a three-story building containing six residential dwelling units with no parking spaces. The height of the building will be 31'6". The subject property is currently vacant.

NARRATIVE ZONING ANALYSIS

- (a) Floor Area and Floor Area Ratio:
- i. Lot area: 3,125 SF
 - ii. Total proposed building area: 6,070.5 SF
 - iii. Proposed FAR: 1.94
- (b) Density (Lot Area Per Dwelling Unit): 520.83
- (c) Amount of off-street parking: None
- (d) Setbacks:
- Front Setback: 6 FT
 - Rear Setback: 13 FT
 - Side Setback: 3 ft on each side (6 ft combined)
- (e) Building height: 31'6"
- (f) Off-street Loading: None



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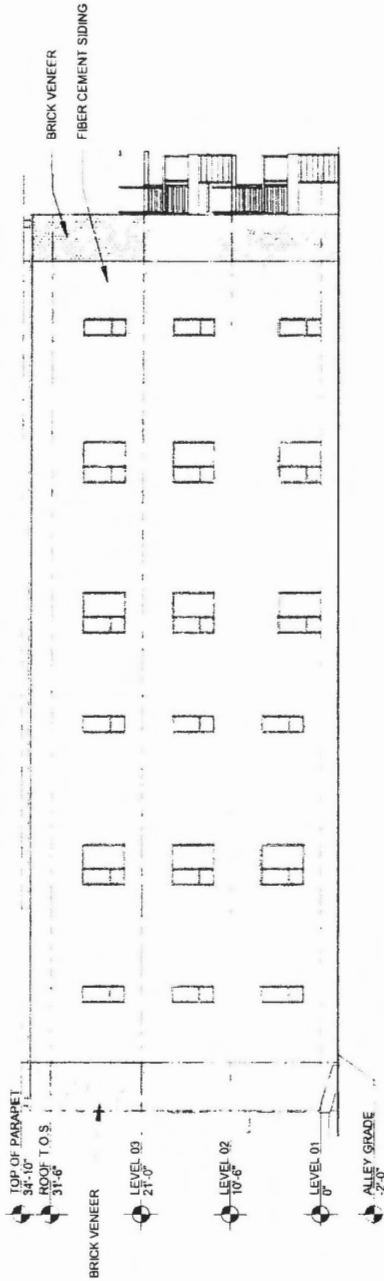
ZONING REVIEW - FLOOR PLANS
Z-2

SCALE: 1/16" = 1'-0" DATE: 03/25/2025

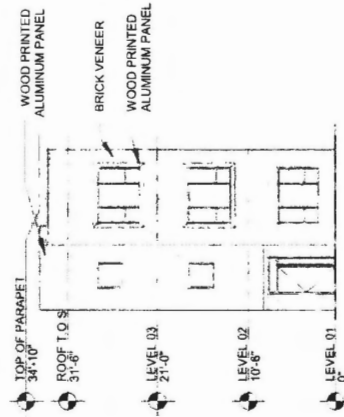
HERE TO STAY - 2638 W. CORTLAND
2638 W. CORTLAND STREET
CHICAGO IL,
60647

CANOPY
ARCHITECTURE • DESIGN

FINAL FOR PUBLICATION



2 EAST ELEVATION
1/16" = 1'-0"



1 SOUTH ELEVATION
1/16" = 1'-0"

ZONING REVIEW - ELEVATIONS
Z-3
SCALE: 1/16" = 1'-0" DATE: 03/25/2025

HERE TO STAY - 2638 W. CORTLAND
2638 W. CORTLAND STREET
CHICAGO IL,
60647

CANOPY
ARCHITECTURE · DESIGN

Reclassification Of Area Shown On Map No. 5-J.

(Application No. 22738)

(Common Address: 2017 N. Kimball Ave.)

[O2025-0016788]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-J in the area bounded by:

a line 210.76 feet north of and parallel to West Armitage Avenue; the alley next east of and parallel to North Kimball Avenue; the alley next north of and parallel to West Armitage Avenue; a line 188.75 feet east of and parallel to North Kimball Avenue; West Armitage Avenue; and North Kimball Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 6-H.

(Application No. 22711)

(Common Address: 2236 W. 23rd Pl.)

[O2025-0016465]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 6-H in the area bounded by:

a public alley next north of and parallel to West 23rd Place; a line 238 feet east of and parallel to South Oakley Avenue; West 23rd Place; and a line 213 feet east of and parallel to South Oakley Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 7-G.

(As Amended)

(Application No. 22715T1)

(Common Address: 1118 W. Fullerton Ave.)

[SO2025-0016471]

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 RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 7-G in the area bounded by:

a public alley next north of and parallel to West Fullerton Avenue; a line 173.30 feet west of and parallel to North Seminary Avenue; West Fullerton Avenue; and thence a line 198.30 feet west of and parallel to North Seminary Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Basement, Level One, Mezzanine and Level Two North and South Floor Plans; Levels Three and Four Floor Plans; Roof Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 28687 through 28696 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION**SUBSTITUTE NARRATIVE AND PLANS****17-13-0303-C(1) Type 1 Narrative & Plans – 1118 West Fullerton Avenue, Chicago, IL**

Proposed Zoning: B3-3 Community Shopping District

Lot Area: 3,750 sq. ft.

Proposed Land Use: The Applicant is to redevelop the subject property with a new four-story mixed-use building containing 3,569 sq. ft. of retail space at grade and three (3) dwelling units above. The proposed building will measure 48 ft. in height (51 ft. to the top of the parapet wall). The subject property is a Transit Served Location. Pursuant to Sec. 17-13-0303-D optional Administrative Adjustment and Variation and pursuant to Secs. 17-13-1003-EE and 17-13-1101-B of the Chicago Zoning Ordinance, the Applicant is seeking to reduce the off-street parking requirement for a Transit Served Location to zero parking spaces (for the three (3) residential units), reduce the front yard setback from 9 ft. to zero, and reduce the west side setback to zero.

(A) The Project's Floor Area Ratio: 11,250 square feet (3.0 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 1,250 square feet per D.U.
(3 residential units)

(C) The amount of off-street parking: 0 parking spaces

*The subject property is a designated Transit Served Location (Fullerton CTA Rail Line Station). Pursuant to Sec. 17-13-1003-EE, the Applicant is seeking to reduce the required number of off-street parking spaces from two (2) parking spaces to zero parking spaces.

(D) Setbacks:

a. *Front Setback: 0 ft. (proposed)

b. *Side Setbacks:

West Side: 0 ft. (proposed)

East Side: 0 ft. (proposed)

c. Rear Setback: 46 ft. (proposed for residential floors above grade)

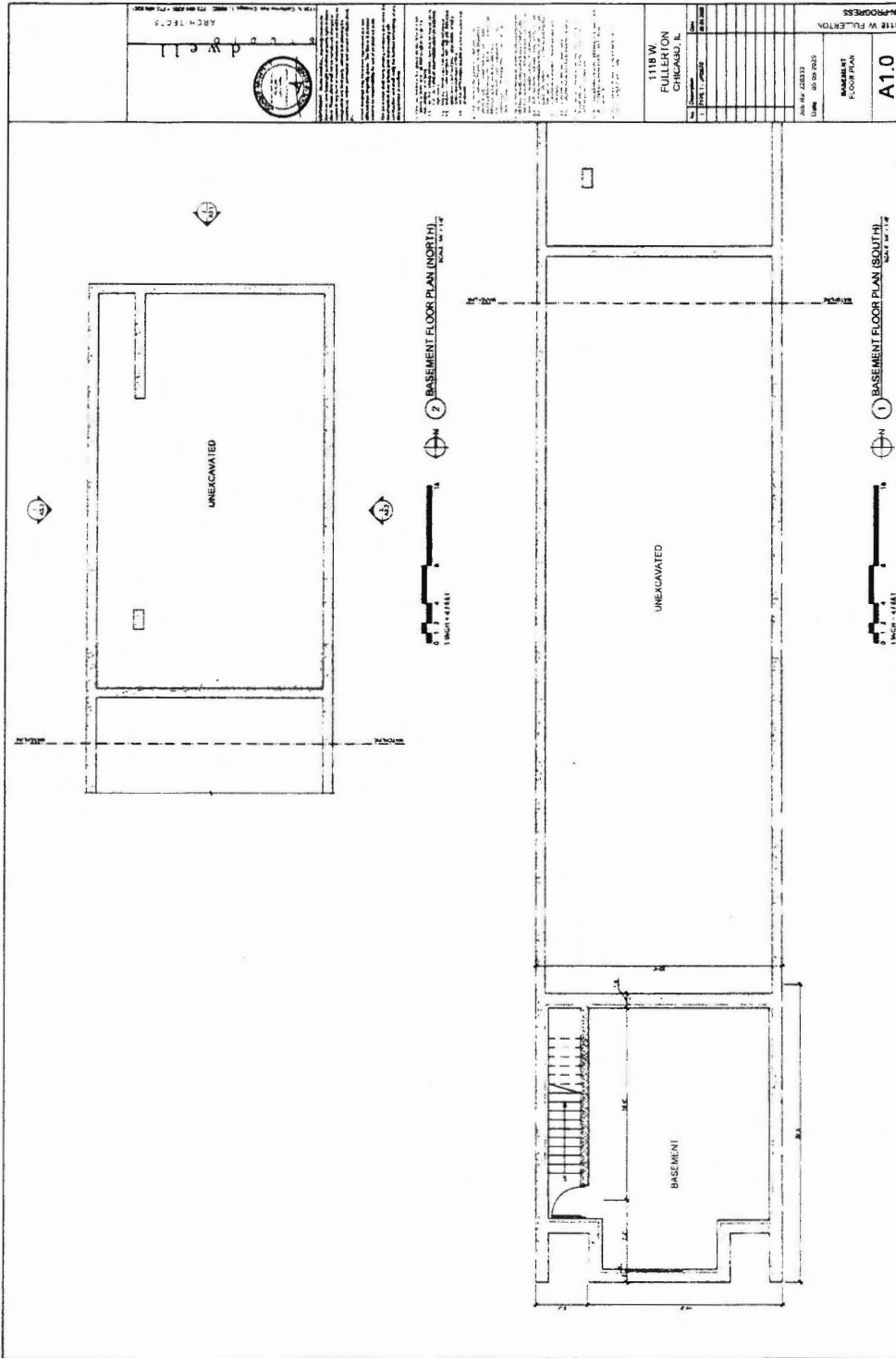
*Pursuant to Sec. 17-13-1101-B, the Applicant is seeking to reduce the front yard setback from 9 ft. to zero and reduce the west side setback to zero.

(E) Building Height: 48 ft.


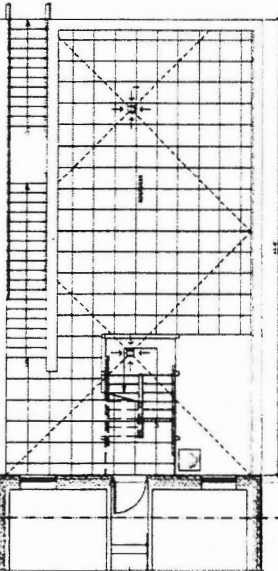
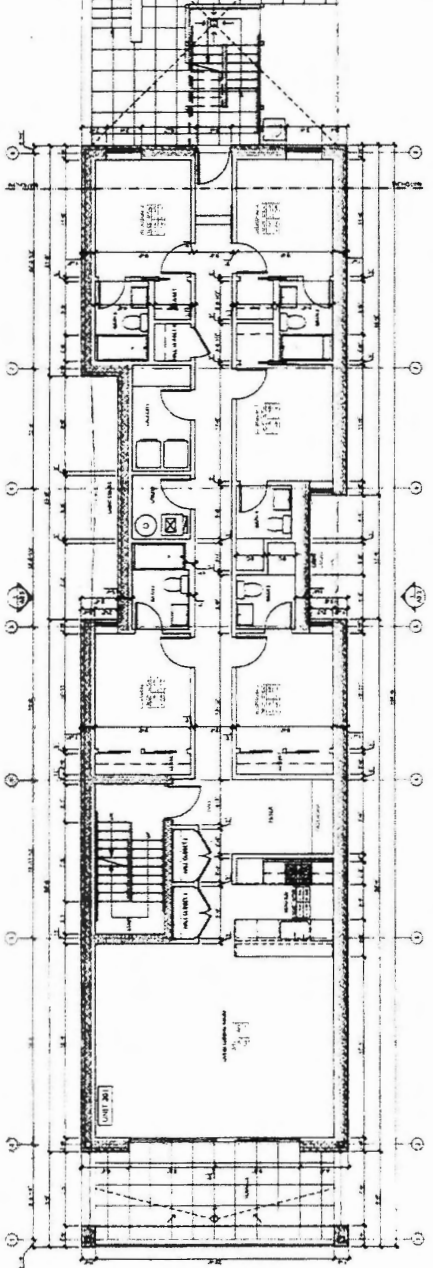
FINAL FOR PUBLICATIONSec. 17-3-0308 Criteria for Transit-Served Locations – Supplemental Narrative Zoning Analysis

1. The subject property is a designated Transit Served Location per Sec. 17-10-0102-B because it is located within approximately 250 linear feet of the Fullerton Avenue CTA Bus Line Corridor roadway segment and within approximately 1,056 linear feet of the Fullerton CTA Brown Line Rail Station. The proposed mixed-use building containing 3,509 sq. ft. of retail space at grade and three (3) residential units above will not be supported by off-street parking. Pursuant to Section 17-13-1003-EE, the Applicant is seeking to permit a decrease in the number of required off-street parking spaces, from two (2) parking spaces to zero parking spaces.
2. The proposed building design complies with the main building door and entryway design standards provided by Sec. 17-4-0504. The proposed building will abut the subject lot's front property line along West Fullerton Avenue to align with the footprints of the neighboring buildings on the block. The building's first floor was designed with windows facing the sidewalk located along West Fullerton Street.
3. The Transit Friendly Development Guide defines 'transit friendly development' as development which is oriented towards and integrated with adjacent transit. The proposed mixed-use building incorporates accessibility and connectivity to mass transit based on its location near the Fullerton Avenue bus route and Fullerton CTA Brown Line Rail Station. The Applicant believes the project will improve a lot located along West Fullerton Avenue for residents and other commuters traveling in the subject area.
4. The proposed mixed-use building will contain a retail unit at grade and three (3) residential units above and will not provide off-street parking. The Applicant is seeking administrative approval to permit the parking decrease pursuant to the eTOD Ordinance.
5. The Applicant believes the proposed mixed-use building will provide appropriate density in the subject neighborhood. More specifically, the project will replace an older two-story mixed-use building with new mixed-use building which will provide additional residential housing thereby meeting market demand. Based on the subject property's proximity to a designated bus route and CTA rail station (Fullerton CTA Bus Line and Fullerton Brown Line Train Station), the Applicant believes the project provides transit options and otherwise complies with the Travel Demand Study and Management Plan rules promulgated by the Department of Transportation by serving an area in need.

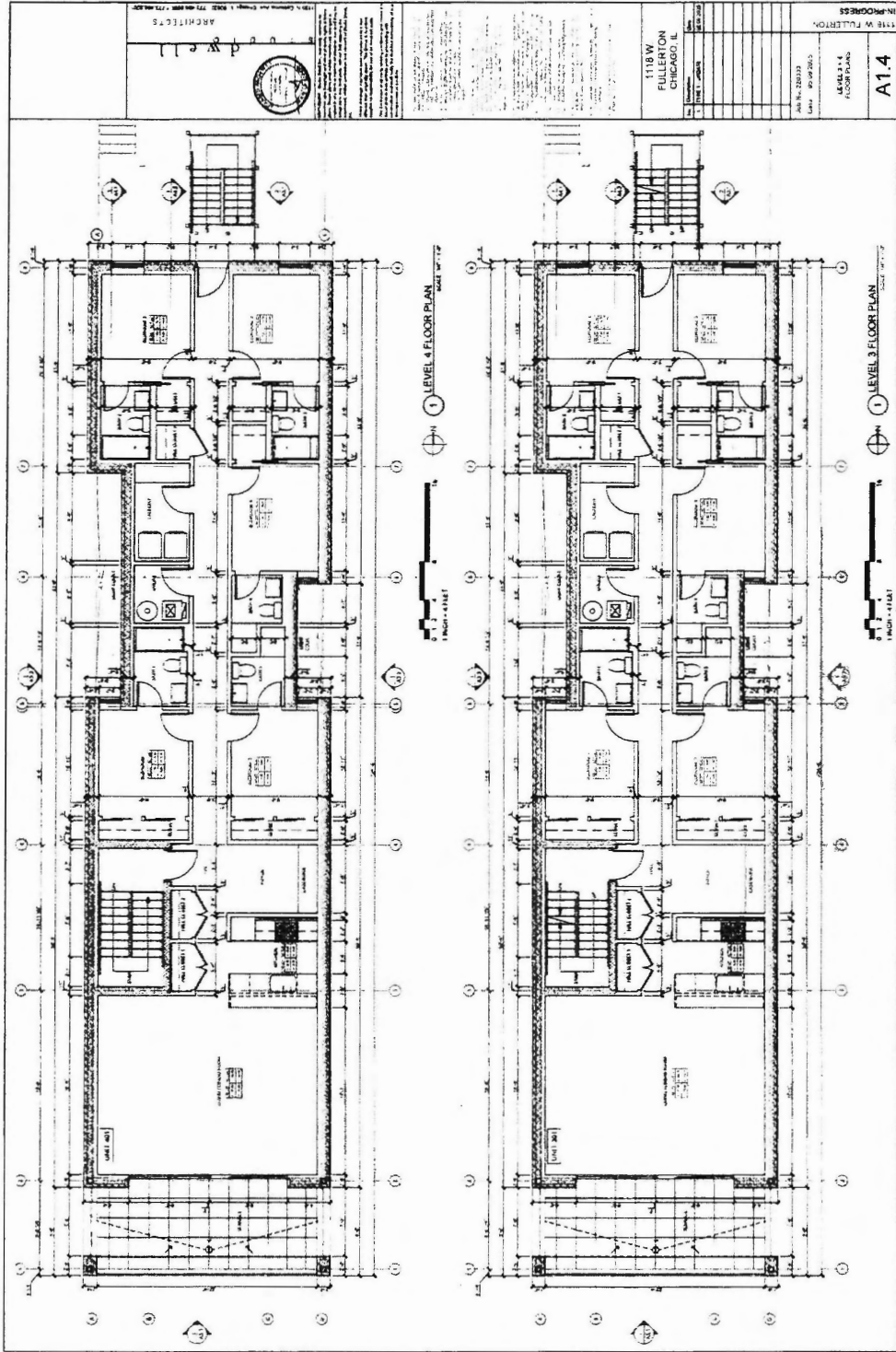
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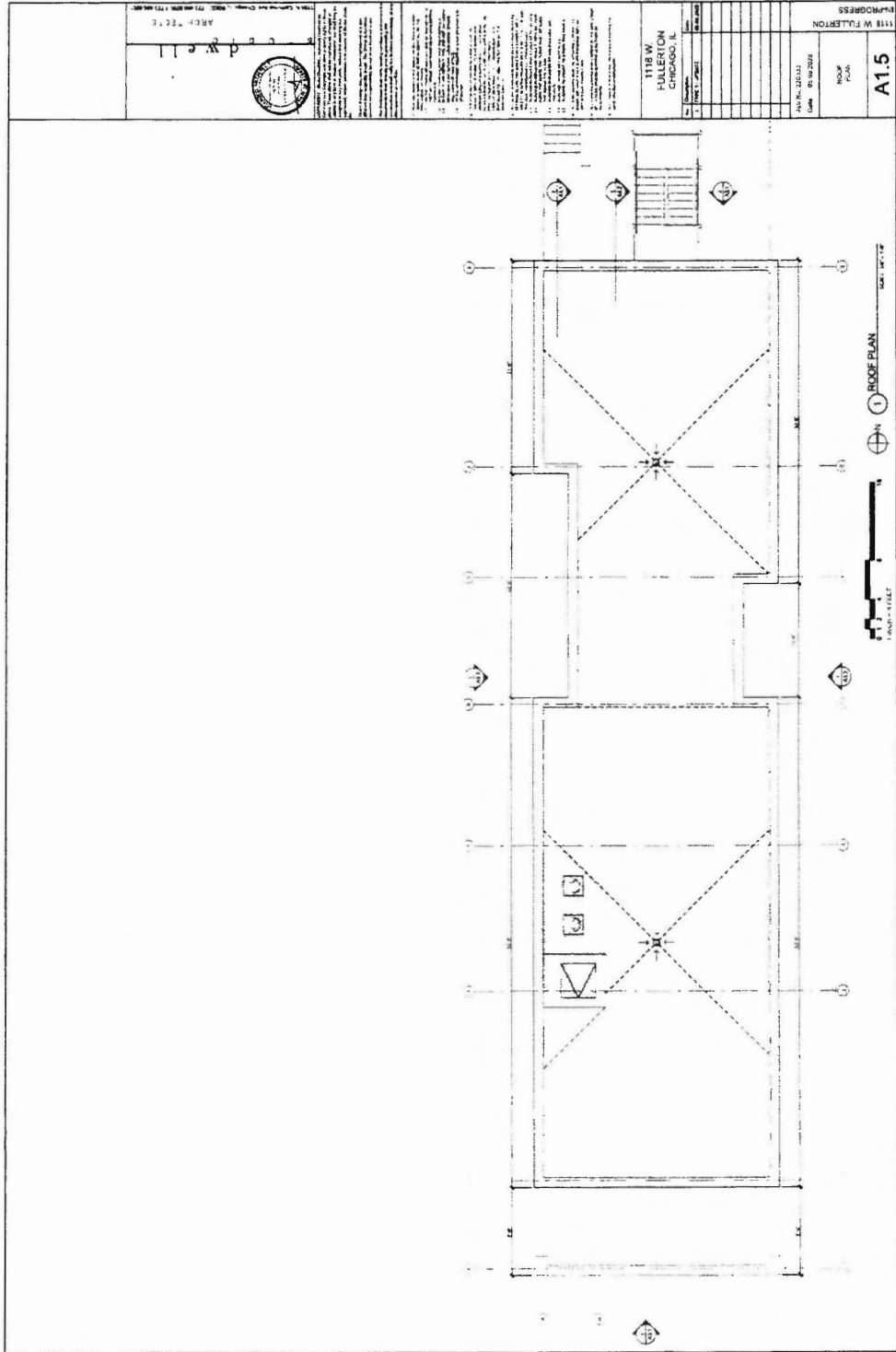
FINAL FOR PUBLICATION

	<p>1118 W FULLERTON CHICAGO, IL</p> <p>DATE: 08/09/2023</p>	<p>1118 W FULLERTON LEVEL 2 FLOOR PLAN A1.3</p>
	<p style="text-align: center;">② LEVEL 2 FLOOR PLAN (NORTH)</p>	
		<p style="text-align: center;">① LEVEL 2 FLOOR PLAN (SOUTH)</p> <p style="text-align: center;">1" = 16'-0" (1:483)</p>


FINAL FOR PUBLICATION

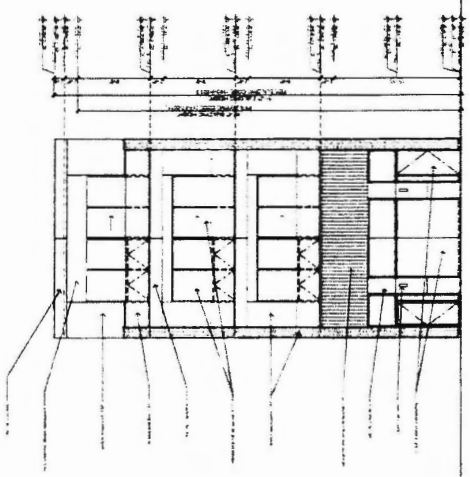
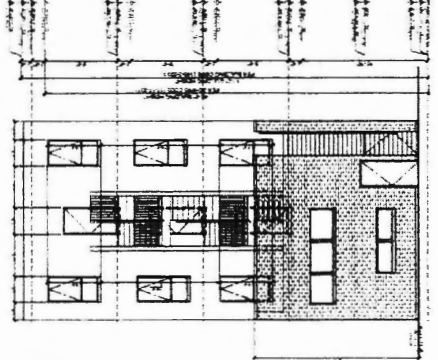


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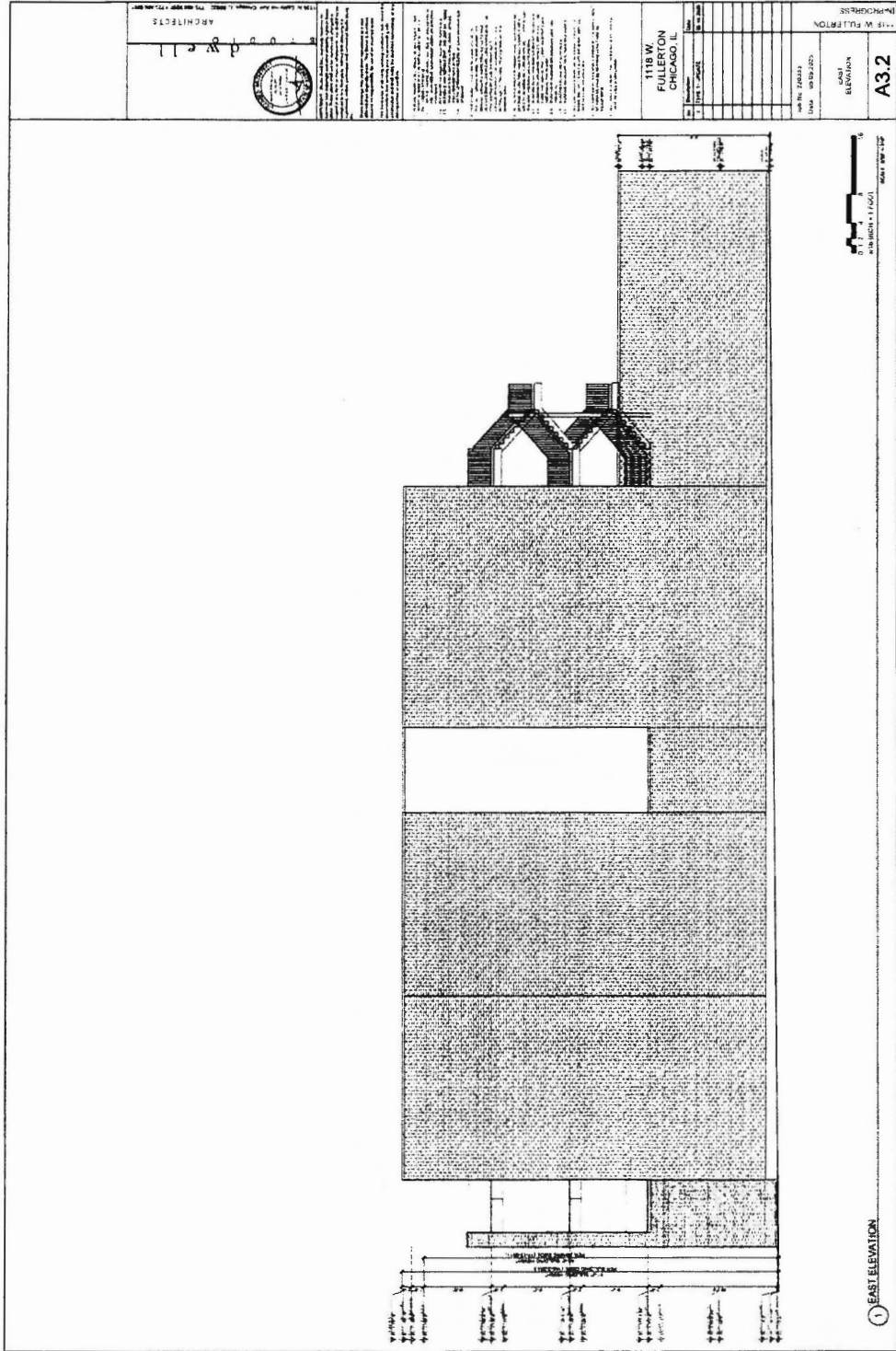


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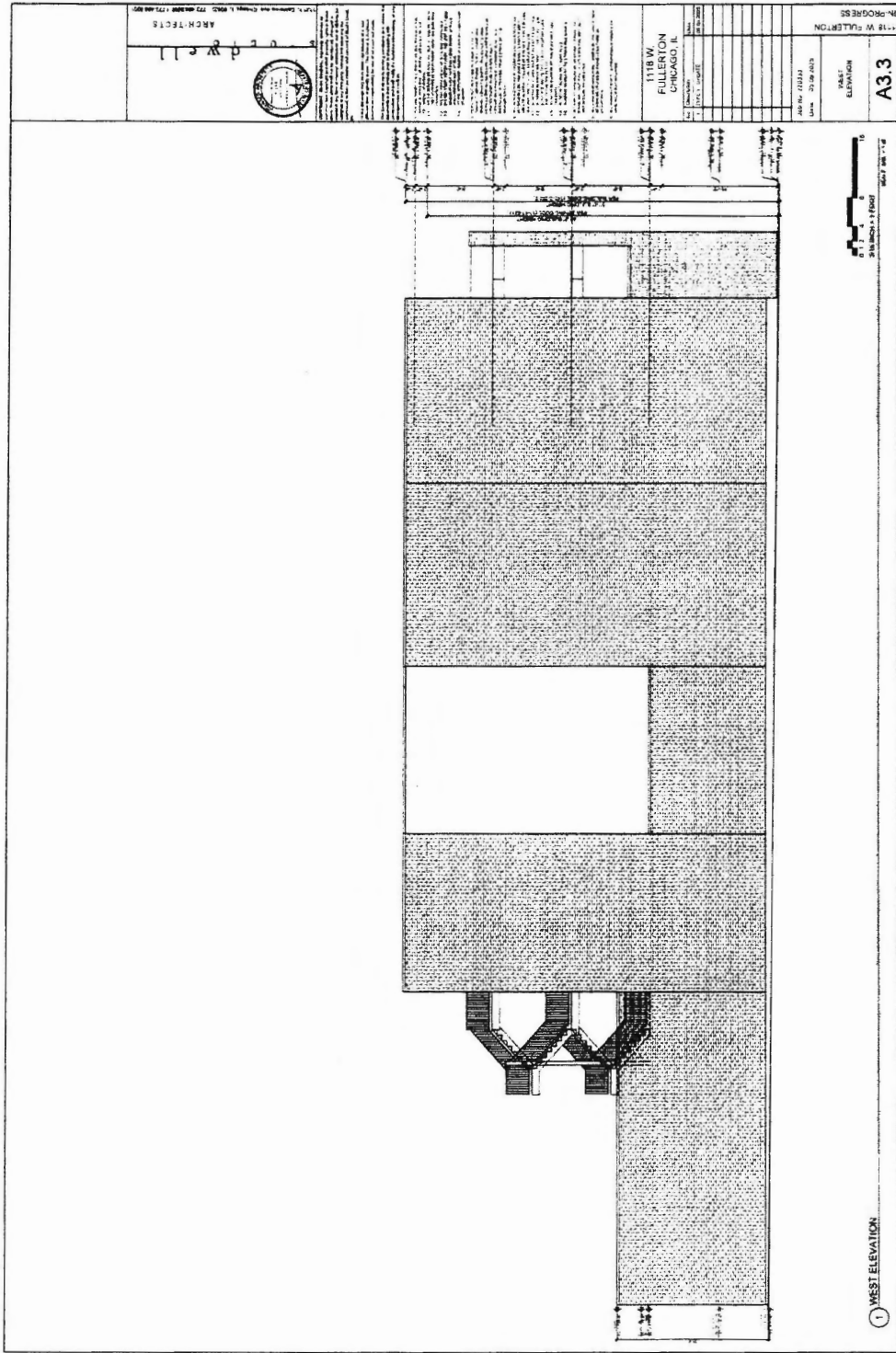
 ARCHITECTS D. WELL 1118 W. Fullerton and Chicago, IL 60642 TEL: 312.329.1111 FAX: 312.329.1112	<p>1118 W. FULLERTON CHICAGO, IL</p> <p>1118 W. FULLERTON CHICAGO, IL</p>	NO. 200333	DATE: 08 08 2017
		PROJECT: NORTH-SOUTH ELEVATIONS	DATE: 08 08 2017
		A3.1	

 <p>1 SOUTH ELEVATION SCALE: 1/4" = 1'-0"</p>	 <p>2 NORTH ELEVATION SCALE: 1/4" = 1'-0"</p>
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FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 7-H.
(As Amended)
(Application No. 22725T1)
(Common Address: 2718 N. Ashland Ave.)

[SO2025-0016642]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols as shown on Map Number 7-H in the area bounded by:

a line 356.20 feet south of and parallel to West Diversey Parkway; North Ashland Avenue; a line 408.20 feet south of and parallel to West Diversey Parkway; and the public alley next west of and parallel to North Ashland Avenue,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Code Matrix; Site/Landscape Plan; Basement,
First, Second and Third Floor Plans;
Roof Plan; and North, South, East
and West Building Elevations
attached to this ordinance
printed on pages 28701
through 28710 of
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

Application # 22725-T1

SUBSTITUTE NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR 2718 NORTH ASHLAND AVENUE, CHICAGO

The subject property is currently improved with an older residential building. The Applicant intends to demolish the existing building and redevelop this property with a new 3-story (with basement) residential building with 6 dwelling units and 6-car garage, and with rooftop decks to be located on the principal building and on the garages. The Applicant needs a zoning change to a B2-2 District with optional variation relief for the minimum area per dwelling unit, rear setback and parking, to allow residential use on the ground floor and to comply with the standards and the bulk requirements of the Ordinance for this redevelopment project.

Project Description:	Zoning Change from a from the C1-2 Neighborhood Commercial District to a B2-2 Neighborhood Mixed-Use District.
Use:	Residential Building with 6 Dwelling Units
Lot Area:	52' x 107.50' = 5,590 SF (recorded measurements)
Floor Area Ratio:	1.8
Floor Area:	9,800 SF (see plans attached)
Density:	931.66 Square Feet per DU Unit (<i>see variation request below</i>)
Off- Street Parking:	Parking spaces: 6 (<i>see variation request below</i>)
Setbacks:	Front: 8 inches Side: 4 feet on the north side and 1 foot on the south side. Rear: 2 feet (<i>see variation request below</i>)
Building Height:	38'-7 1/16" to the highest point of the underside of the top floor's ceiling joist. 43'-3 3/8" to the top of coping.

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1. The applicant will comply with Section 17-3-0308 Specific Criteria for Transit-Served Locations, should such provisions be determined as applicable:

17-3-0308 Specific Criteria for Transit-Served Locations. In B and C districts, any new construction within 2,640 feet of a CTA or METRA rail station entrance or exit must satisfy all of the following specific criteria:

1. The project complies with the applicable standards of Section 17-10-0102-B Transit-Served Locations:

The subject property is a Transit Served Location as it is located along the Ashland Avenue Bus Corridor .

2. The project complies with the standards and regulations of Section 17-3-0504, except paragraph H if the project is not located along a pedestrian street and except paragraph C if the land use is designated in a non-commercial use group, pertaining to pedestrian streets and pedestrian retail streets, even if the project is not located along a pedestrian street or a pedestrian retail street.

The subject property is not located along Pedestrian Street or Pedestrian Retail Street; however, the project complies with the following criteria:

- (a) The entire building façade abuts the sidewalk or is located within 5 feet of the sidewalk.
- (b) Since the proposed building is residential only and there is no commercial space on the ground floor, the requirements of Section 17-3-0504-C Transparency standards are not applicable to this residential development.
- (c) The building will have a primary entrance door facing the street.
- (d) All off-street parking spaces will be located to the rear of the principal building and not be visible from the right-of-way.
- (e) Vehicle access will come from an alley. No curb cuts or driveway from the street is proposed.

3. The project complies with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission.

This Criteria is not applicable to this project.

4. Residential building projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as an administrative adjustment under the provisions of Section 17-13-1003-EE:

With this proposed redevelopment, the Applicant is proposing a 1:1 parking ratio, so the Applicant is requesting and Administrative Adjustment via Optional Relief (see below) to increase the parking from 3 to 6 spaces, as it would be required by the Minimum Automobile Parking Ratio for B2-2 District listed in Section 17-10-0207.

5. The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The City's Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.

FINAL FOR PUBLICATION

This Criteria is not applicable to this project.

II. Optional Relief for Adjustment and Variation under Section 17-13-0303-D – a Type 1 map amendment pursuant to Section 17-13-0300, may include relief available pursuant to Section 17-13-1000 or 17-13-1100; in such instances, City Council approval of a Type-1 application containing said elements shall preclude subsequent review otherwise required pursuant to Sections 17-13-1000 or 17-13-1100, provided that no Type 1 application permits issued may be in violation of Section 17-13-0310:

- (A) With this Type 1 Rezoning, the Applicant also seeks relief for Administrative Adjustment under section 17-13-1003-EE, from the parking requirements of Section 17-3-0308(4) to increase the on-site parking requirements from 3 parking spaces to 6 parking spaces, as it would be required by Section 17-10-0207.
- (B) The Applicant also seeks relief for variations under section 17-13-1101-B, from rear setback requirements of Section 17-3-0405-A, which states that for floors containing dwelling units, the minimum rear setback is 30 feet, so the Applicant requests to reduce the required rear setback from 30 feet required to 2 feet proposed.
- (C) The Applicant seeks relief for variation under Section 17-13-1101-R, from MLA requirements of Section 17-3-0402-A, which states that B2-2 requires 1,000 SF of lot area per each dwelling unit. Since the property has a lot area of 5,590 SF, the Applicant seeks a variation to reduce the required MLA from 1,000 SF per DU to 931 SF per DU, which is not less than 90% of the required minimum lot area.

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 has a substandard depth of 107.5 feet only, which is 17.5 feet shorter than a standard lot in the City.
2. The requested variations are consistent with the stated purpose and intent of this Zoning Ordinance since this proposed redevelopment and corresponding variations are compatible with the existing land use pattern on the subject block and the new units will increase the variety of the available housing stock, in response to the growing housing demand in the neighborhood.
3. Evidence of Practical Difficulties or Particular Hardship is as follows:
 - The property in question cannot yield a reasonable return if permitted to be used only in accordance with the strict standards of this Zoning Ordinance. This proposed redevelopment is intended to provide condominium units for sale. Potential buyers are looking for efficient floor plans, more private open space and on-site parking. These proposed variations will allow the Applicant to meet these market demands.
 - The practical difficulties and particular hardships are due to unique circumstances and are not generally applicable to other similarly situated properties. The requested variations are needed to mitigate the substandard depth of the lot.
 - These variations will not alter the essential character of the neighborhood, since there are other zoning lots within the neighborhood which do not strictly comply with the current bulk requirements or parking regulations. This proposed redevelopment has been designed to follow the existing land use pattern in the area.

FINAL FOR PUBLICATION

6 UNIT MASONRY APARTMENT BUILDING W/ ROOFTOP DECK W/ 13R SPRINKLER SYSTEM W/ 6 CAR GARAGE 2718-14 NORTH ASHLAND AVE CHICAGO, IL

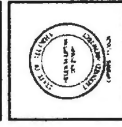


JOHN R. COOK ARCHITECTURE INC. 400 S. WASHINGTON ST. CHICAGO, IL 60607-1211

PROJECT NO. 2718-14 NORTH ASHLAND AVE. PROJECT NAME 6 UNIT MASONRY APARTMENT BUILDING W/ ROOFTOP DECK W/ 13R SPRINKLER SYSTEM W/ 6 CAR GARAGE 2718-14 NORTH ASHLAND AVE. CHICAGO, IL

SUBMITTALS SHEET NO. 14-1000

DATE 5/21/2025



DATE 5/21/2025



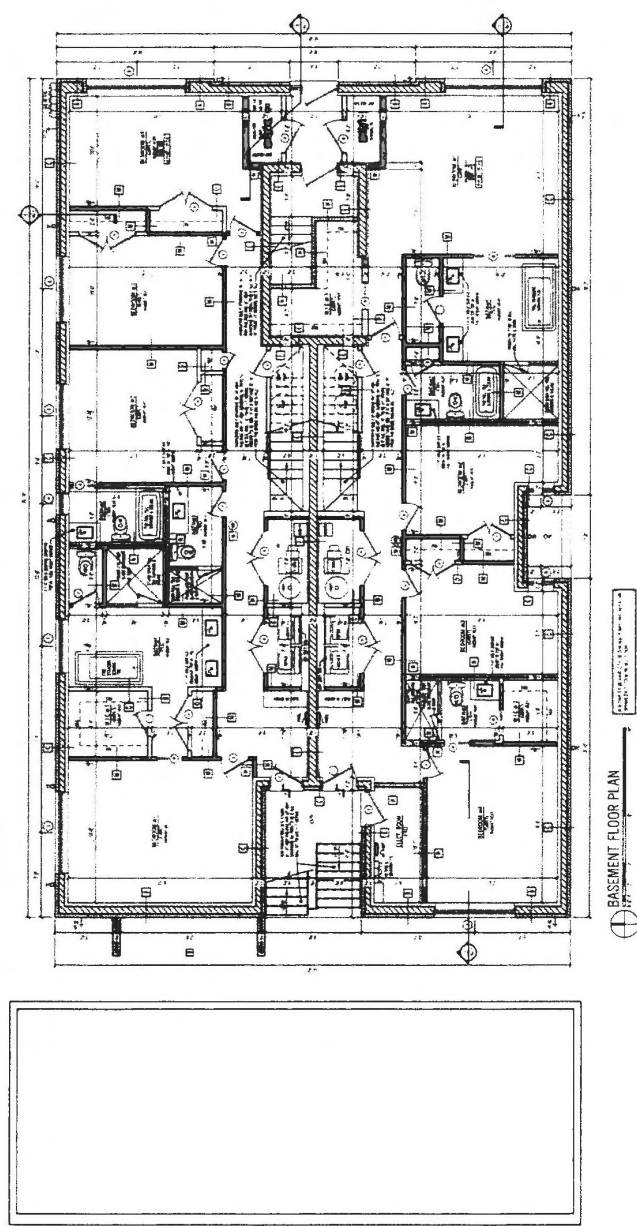
DRAWING INDEX		
NO.	DESCRIPTION	DATE
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COOK MATRIX			
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23	MECHANICAL	05/21/2025	
24	ELECTRICAL	05/21/2025	
25	PLUMBING	05/21/2025	
26	PAINT & FINISHES	05/21/2025	
27	EXTERIOR	05/21/2025	
28	INTERIOR	05/21/2025	
29	MECHANICAL	05/21/2025	
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32	PAINT & FINISHES	05/21/2025	
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93	EXTERIOR	05/21/2025	
94	INTERIOR	05/21/2025	
95	MECHANICAL	05/21/2025	
96	ELECTRICAL	05/21/2025	
97	PLUMBING	05/21/2025	

FINAL FOR PUBLICATION

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JOHN S. STREIBER
30 YEARS OF SERVICE
1995-2025
L.S. STREIBER & ASSOCIATES

CONTRACT NO. 28703-001
PROJECT NO. 28703-001
DATE: 5/21/2025

PROJECT NAME
ZONE
SHEET NO.
DATE

CLIENT NAME
PROJECT NO.
DATE

DATE



30

3030 N. LAUREL AVE
CHICAGO, IL 60642
TEL: 312.467.1234
FAX: 312.467.1235


SYMBOL LEGEND

○ OPENING
□ WALL
▭ DOOR
▭ WINDOW
▭ STAIR

PROJECT NAME
3030 N. LAUREL AVE
RENOVATION AND
ALTERATION OF EXISTING
BUILDING
2024-2025

DATE
10.2024

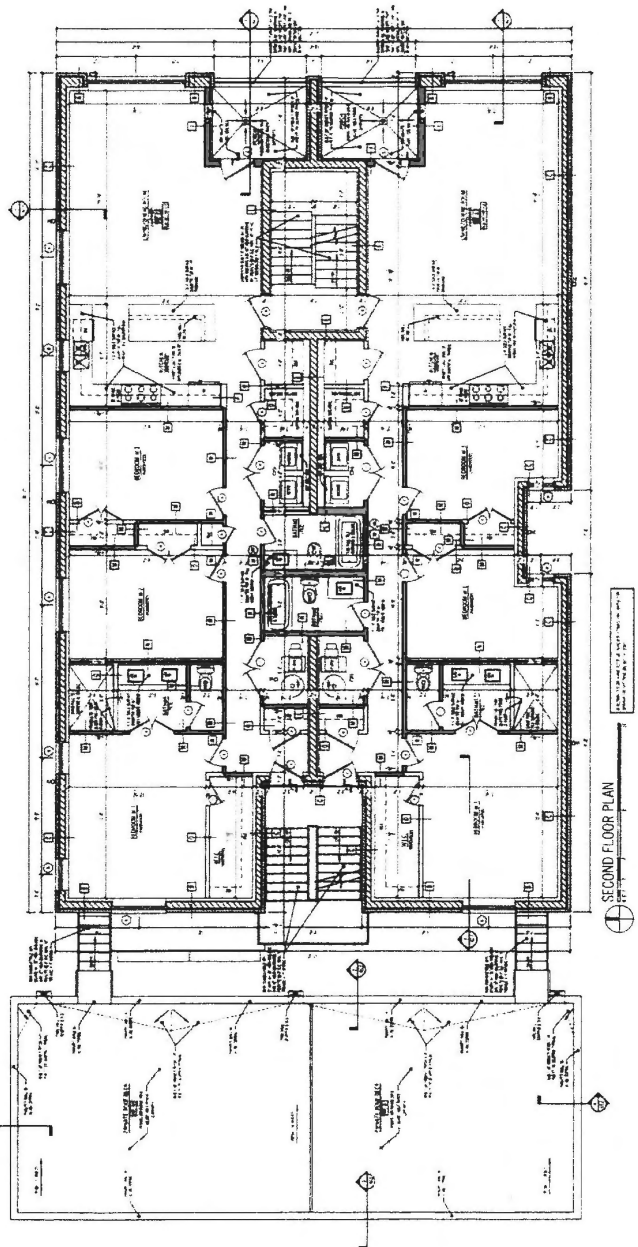
PROJECT NO.
2024-0001




SHEET NO.
FLOOR PLANS
A1.3

FINAL FOR PUBLICATION

WALL LEGEND		WALL LEGEND		SYMBOL LEGEND	
TYPE	DESCRIPTION	TYPE	DESCRIPTION	SYMBOL	DESCRIPTION
1	1/2" CMU	1	1/2" CMU	○	OPENING
2	1/2" CMU WITH REINFORCING BARS	2	1/2" CMU WITH REINFORCING BARS	□	WALL
3	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING	3	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING	▭	DOOR
4	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK	4	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK	▭	WINDOW
5	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING	5	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING	▭	STAIR
6	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK	6	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK		
7	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING	7	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING		
8	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK	8	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK		
9	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING	9	1/2" CMU WITH REINFORCING BARS AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING AND GLASS BLOCK AND WEATHER STRIPPING		



SECOND FLOOR PLAN




311 S. WASHINGTON ST.
CHICAGO, IL 60601
312.321.3753
WWW.CITYOFCHICAGO.IL.GOV


PROJECT NO. 14-010

DATE: 10/12/2014

PROJECT: 14-010
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14-010-010-002
14-010-010-003
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14-010-010-100



SEAL OF THE ENGINEER
STATE OF ILLINOIS
NO. 123456789
DATE: 10/12/2014



A1.4
FLOOR PLANS

SYMBOL LEGEND

SYMBOL	DESCRIPTION
○	DOOR SWING
○	DOOR OPENING
○	DOOR SCHEDULE
○	DOOR TYPE
○	DOOR WEIGHT
○	DOOR SET
○	DOOR SCHEDULE
○	DOOR TYPE
○	DOOR WEIGHT
○	DOOR SET

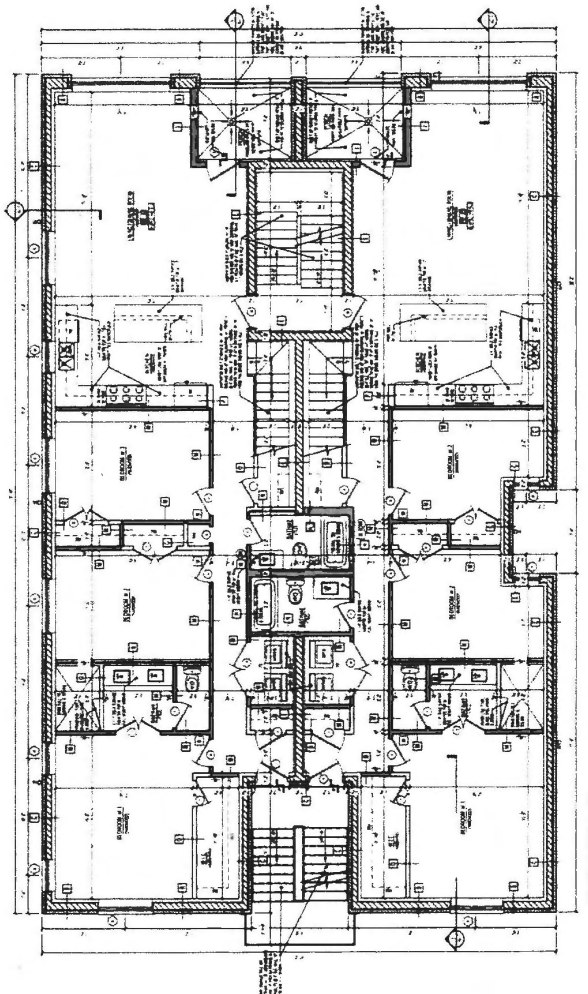
WALL LEGEND

LINE	SECTION	DESCRIPTION
1	1	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
2	2	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
3	3	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
4	4	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
5	5	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
6	6	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
7	7	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
8	8	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
9	9	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
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11	11	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
12	12	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
13	13	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
14	14	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
15	15	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
16	16	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
17	17	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
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19	19	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
20	20	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH

WALL LEGEND

LINE	SECTION	DESCRIPTION
1	1	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
2	2	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
3	3	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
4	4	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
5	5	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
6	6	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
7	7	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
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12	12	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
13	13	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
14	14	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
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18	18	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
19	19	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH
20	20	2x8 CMU WALL WITH 2x4 STUDS AND GYPSUM BOARD FINISH

FINAL FOR PUBLICATION



THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

30

3033 S. 116th Ave. #111
 Suite 101
 20844 116th Ave, NE
 Redmond, WA 98073

COMMENTS BY APPROVING AGENCY:
 The proposed project is in accordance with the applicable codes and regulations. The proposed project is in accordance with the applicable codes and regulations. The proposed project is in accordance with the applicable codes and regulations.

SUBMITTER LABEL

PROJECT NAME

PROJECT NUMBER

7015 H. H. ROBERTSON ROAD, SUITE 101, REDMOND, WA 98073

SEAL OF THE CITY OF REDMOND

PLAT NUMBER

FLOOR PLANS

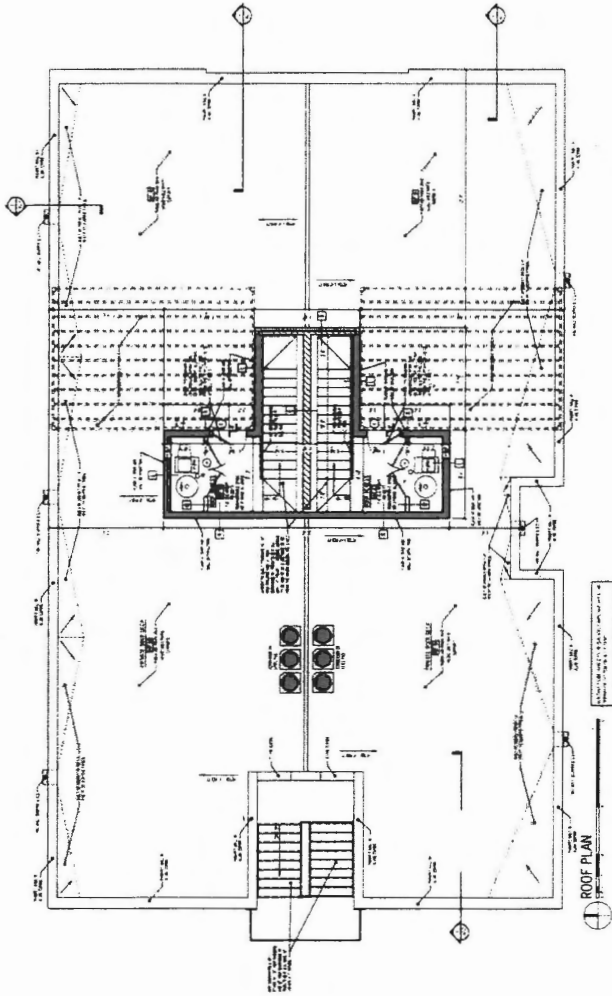
A1.5

11/17/21

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FINAL FOR PUBLICATION

FINAL FOR PUBLICATION

30

JOHN KACHURNY
ARCHITECT
1355 N. LAUREL ST.
CHICAGO, IL 60610

COMPLETE SET OF SHOP DRAWINGS
FOR THE PROPOSED CONSTRUCTION OF THE
RENOVATION OF THE EXISTING BRICK BUILDING
AT 1355 N. LAUREL ST. CHICAGO, IL 60610

DATE: 5/21/2025

PROJECT ONE
1355 N. LAUREL ST.
CHICAGO, IL 60610

SEAL

REGISTERED PROFESSIONAL ARCHITECT
STATE OF ILLINOIS
NO. 021234567

SEAL OF THE CITY OF CHICAGO
OFFICE OF THE CITY CLERK

REMARKS
REVISIONS

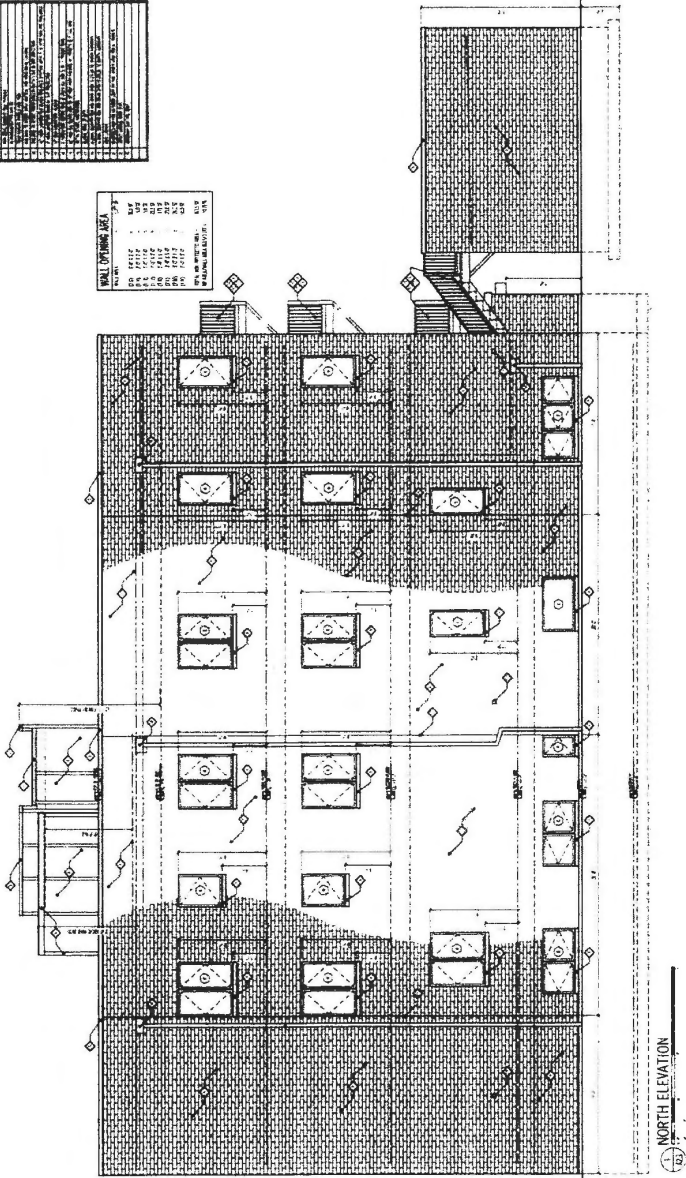
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REVISIONS

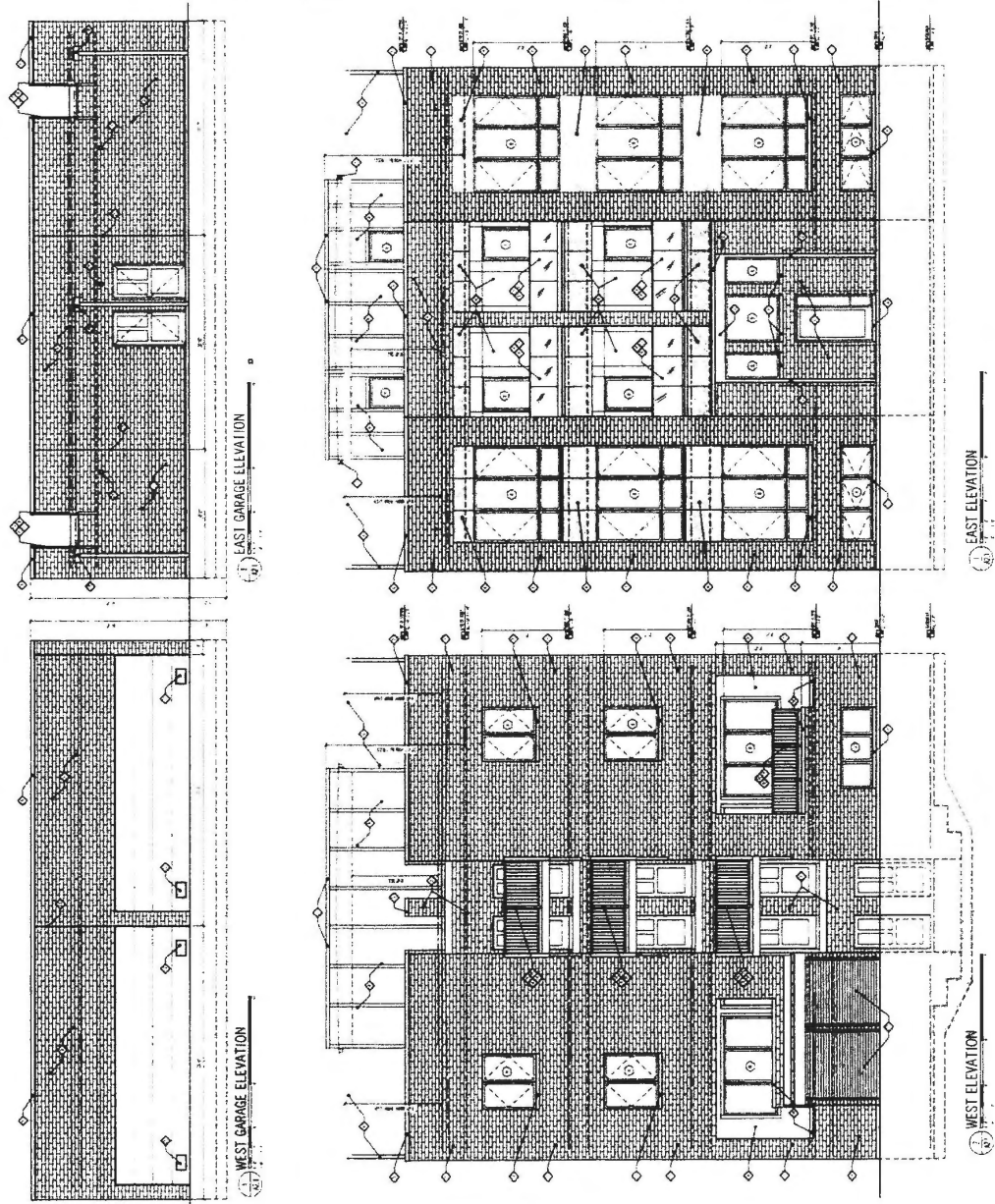
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97	5/21/25	ISSUED FOR PERMIT
98	5/21/25	ISSUED FOR PERMIT
99	5/21/25	ISSUED FOR PERMIT
100	5/21/25	ISSUED FOR PERMIT

WALL OPENING AREA

NO.	AREA	TYPE
1	1.50	W
2	1.50	W
3	1.50	W
4	1.50	W
5	1.50	W
6	1.50	W
7	1.50	W
8	1.50	W
9	1.50	W
10	1.50	W
11	1.50	W
12	1.50	W
13	1.50	W
14	1.50	W
15	1.50	W
16	1.50	W
17	1.50	W
18	1.50	W
19	1.50	W
20	1.50	W
21	1.50	W
22	1.50	W
23	1.50	W
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26	1.50	W
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PROJECT NO. 2024-001
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DATE: 5/21/2025

PROJECT NAME
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PROJECT NO.
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SHEET NO.
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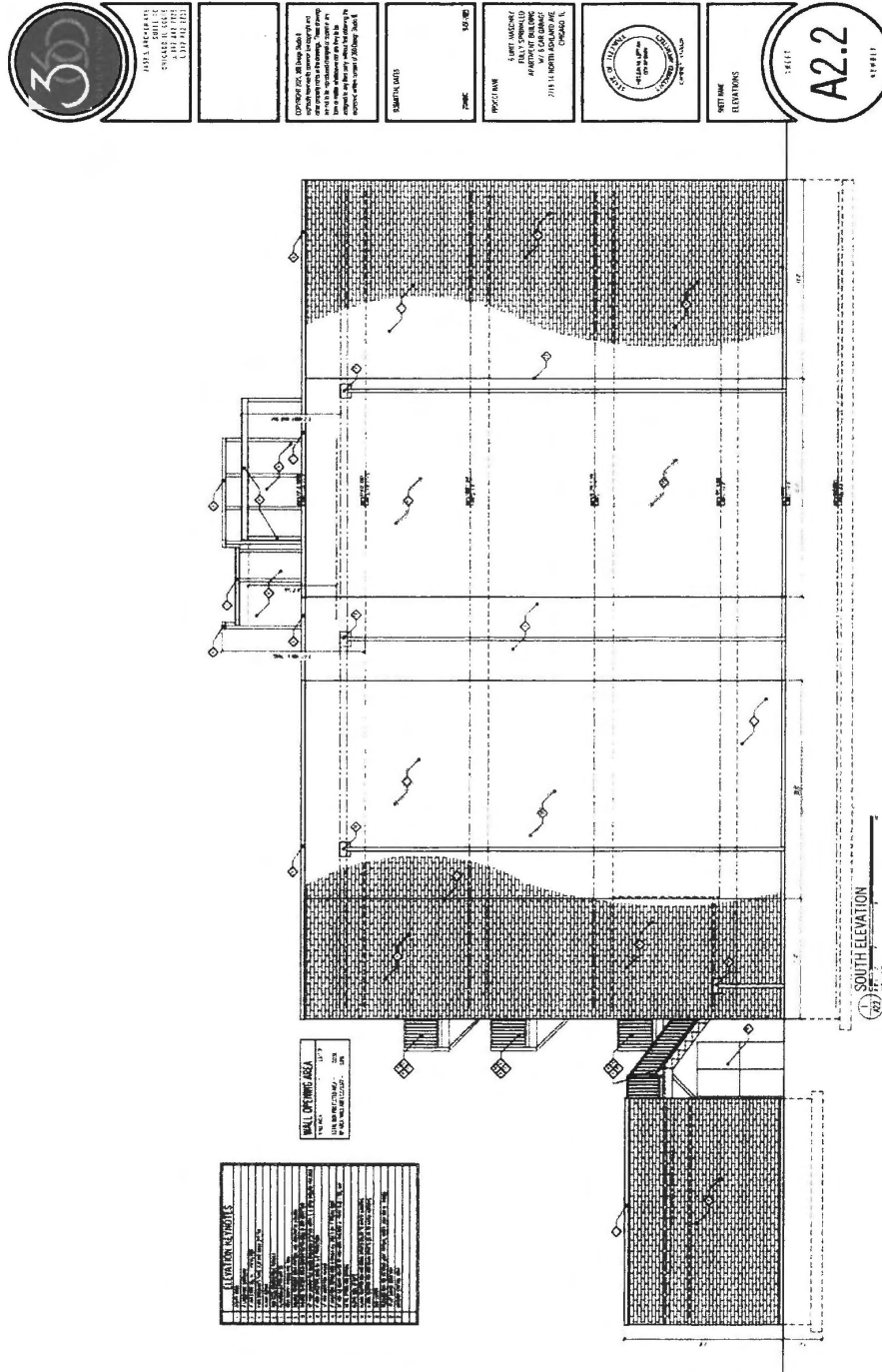
PROJECT NAME
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NO.	REVISION	DATE
1	ISSUED FOR PERMITS	5/21/2025
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30	SHEET NO. 30 PROJECT NO. 2024-0001 DATE: 5/21/2025	CONTRACTOR: ABC ARCHITECTS ARCHITECT: DEF ARCHITECTS 1234 N. STATE ST., SUITE 500 CHICAGO, IL 60610	SHEET TITLE: SOUTH ELEVATION	ZONE: 150-02	PROJECT NAME: 1234 N. STATE ST. 2024-0001		A2.2 SHEET 1
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Reclassification Of Area Shown On Map No. 7-H.

(As Amended)

(Application No. 22633)

(Common Address: 2235 -- 2249 W. Oakdale Ave.)

[SO2025-0014813]

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 Waterway-Residential Planned Development Number 1127 District symbols and indications all as shown on Map Number 7-H in the area bounded by:

West Oakdale Avenue; the public alley next east of and parallel to North Oakley Avenue; a line 145.00 feet south of and parallel to West Oakdale Avenue; a line 372.77 feet east of and parallel to North Oakley Avenue; a line 135.00 feet south of and parallel to West Oakdale Avenue; a line 398.58 feet east of and parallel to North Oakley Avenue; the North Branch of the Chicago River; and a line 106.60 feet east of and parallel to North Oakley Avenue,

to those of an RM5 Residential Multi-Unit District which is hereby established in the area described above.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RM5 Residential Multi-Unit District symbols and indications all as shown on Map Number 7-H in the area bounded by:

West Oakdale Avenue; the public alley next east of and parallel to North Oakley Avenue; a line 145.00 feet south of and parallel to West Oakdale Avenue; a line 372.77 feet east of and parallel to North Oakley Avenue; a line 135.00 feet south of and parallel to West Oakdale Avenue; a line 398.58 feet east of and parallel to North Oakley Avenue; the North Branch of the Chicago River; and a line 106.60 feet east of and parallel to North Oakley Avenue,

to those of a Waterway-Residential Planned Development Number 1127, as amended, which is hereby established in the area described above.

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:

Waterway-Residential Planned Development No. 1127, As Amended.

Planned Development Statements.

1. The area delineated herein as Waterway Residential Planned Development Number 1127, as amended ("Planned Development") consists of approximately 80,468 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, ZSD Oakdale 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 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development. The Applicant acknowledges that a portion of the required riveredge improvements as further identified in Statement 17 are to be located beyond the private property line on property controlled by the City. The Applicant shall enter into an agreement with the City, as reviewed and approved by the Department of Transportation, to provide for the Applicant's installation and maintenance of such improvements that are to be located beyond the private property lines.

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.

Garbage collection is not within the scope of City services and will be managed by the HOA for the Planned Development.

4. This plan of development consists of eighteen (18) Statements; a Bulk Regulations Table; an Existing Land-Use Map; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Site Plan; and Building Elevations 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 Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development Ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses are permitted in the area delineated herein as a Waterway-Residential Planned Development: Residential Units, including on the ground floor; single-family houses, townhouses, enclosed and unenclosed accessory parking spaces, and accessory and related 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 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 new site area of 80,468 square feet and a base FAR of 1.50.
9. The Applicant acknowledges and agrees that the rezoning of the Property from WRPD1127 to WRPD1127, as amended ("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 an Inclusionary Housing Area within the meaning of the ARO and permits the construction of 35 dwelling units. The Applicant intends to construct 35 owner-occupied townhome units.

Developers of owner-occupied rental projects in inclusionary housing areas may provide 10/20 percent of the units in the project as affordable housing, off-site for rental at a weighted average of 60/80/100 percent of the AMI, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO, or for sale at a weighted average of 100 percent of the AMI, not to exceed at 120 percent of the AMI as set forth in (F)(3) of the ARO. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(3) of the ARO. Applicant also elects to apply the incentive for family-sized units under subsection (V) of the ARO. As a result, the Applicant's affordable housing obligation is 6 affordable units (20 percent of 35 is 7 units,

with a one-unit reduction applied for providing all family-sized units) and half of those affordable units are Required Units. The Applicant has agreed to satisfy its affordable housing obligation by providing all 6 new, off-site, for-sale units within 2 separate 3-unit buildings, with both buildings located in ARO Inclusionary Housing Areas in accordance with the requirements of subsection (H) of the ARO, as set forth in the Affordable Housing Profile (AHP) attached hereto.

If the Applicant requests any material change to its method of compliance with the ARO after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D. and will constitute a lien against such property. The Commissioner of DOH may enforce remedies for any breach of this Statement 9, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

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 on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
11. The Site 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. 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. 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.
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. 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.
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

* Editor's note: Numbering sequence error; (i) missing in original document.

thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

17. The Applicant acknowledges the importance of the Chicago River as a resource for both commerce and recreation and also acknowledges the City's goals of improving the appearance, quality and accessibility of the river, as contained in the waterway planned development guidelines contain in the Chicago Zoning Ordinance (Section 17-8-0912) and the Chicago River Design Guidelines. The Applicant also acknowledges the desirability to include wildlife habitat and other natural features in or near the water's edge. To further these goals, the Applicant agrees to: (a) provide and maintain a landscaped minimum 30-foot-wide river setback and 16-foot-wide riverside trail as indicated on the Site Plan, Public and Common Open Space Plan and Landscape Plan; and (b) permit connection of such setback and trail to the setback and trails of adjacent properties when the river edges of the adjacent properties are similarly improved. The Applicant shall permit un-gated public access to the river setback and provide informational and wayfinding signage following the Chicago River Brand and Sign Guidelines at all entries to the riverwalk that the riverwalk is open to the public, free of charge, during normal park hours from 6:00 A.M. to 11:00 P.M. The Applicant shall provide the menu of improvement items identified on the Landscape Plan with supporting documentation necessary to meet the requirements of the Chicago River Design Guidelines, in effect at the time the Part II review process. All improvements within the river setback must substantially be completed prior to receipt of Certificate of Occupancy for the principal building, provided that planting may be delayed, if consistent with good landscape practice, but not longer than one year following receipt of the occupancy certificate.
18. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to an RM5 Residential Multi-Unit District.

[Existing Land-Use Map; Property Line and Boundary Map; Zoning Map; Site Plan; Landscape Plan; Roof Plan; Units C/D Front and Back Elevations; Unit C Side Elevation; Units B/A Front and Back Elevations; Unit A Side Elevation; Full Site Elevations; Units A, B, C and D Plans; Zoning Data; Site Plan -- Roof Plan and Ground Floor Plans; Floor Plans; Building Elevations; and Zoning Data referred to in these Plan of Development Statements printed on pages 28723 through 28756 of this *Journal*.]

Bulk Regulations and Data Table and ARO Intake Application referred to in these Plan of Development Statements read as follows:

Waterway-Residential Planned Development No.1127, As Amended.

Bulk Regulations And Data Table.

Gross Site Area:	114,683.30 square feet
Net Site Area:	80,468.00 square feet
Area Remaining in the Public Way:	34,215.30 square feet
Maximum FAR:	1.50
Setbacks From Property Line:	Per site plan
Maximum Number of Units:	35
Minimum Number of Accessory Off-Street Parking Spaces:	35
Maximum Building Height:	51 feet

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An official website of the City of Chicago Here's how you know

EFORMS ADMIN TOOL

Three empty rectangular input boxes.

ARO Intake Application

Submission ID: 949343

Applicant Contact Information

Section 2-44-085 of the Municipal Code of the City of Chicago (the "ARO") is effective as of October 1, 2021, and is available to read in its entirety online at: https://code.library.ami.igal.com/codes/chicago/2019/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.org.

Please help us improve the form by reporting any errors, inconsistencies or sharing any suggestions to ARO@cityofchicago.org.

Form fields for Applicant Name (ZSD Oakdale LLC), Applicant Contact Person (Jeff Berta), Applicant Email (jberta@zsdcorp.com), Applicant Phone ((630) 709-4294), Applicant Address (3151 N Halsted Street), Attorney Name (Michael Ezgur), and Attorney Email (michael@acostaezgur.com).

Development Information

Development Address:

Form fields for From (2235), To (49), Direction (W), and Street Name (OAKDALE).

Form fields for Zip Code (606188001), Ward (32), and ARO Zone (ARO Inclusionary Ar).

Form fields for Development Name (Oakdale Townhomes) and Planner Name (Yangdi Wang).

Form fields for Zoning Application Number and Council Introduction Date (1/15/2025).

Is your project currently in, or do you plan to rezone to, a downtown zoning district? *

Form fields for ARO Trigger (Zoning Entitlement) and Development Type (Ownership).

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Total Units *

35

Is your Project in a Transit Served Location? *

Not TSL - or FAR doesn't exceed 3.5

Estimated date marketing will begin *

2/1/2026

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) *

7/1/2025

ARO Requirements

- ARO Option**
- 20% at 60% average AMI
 - 16% at 50% average AMI
 - 13% at 40% AMI
 - 10% at 30% AMI
- ARO Option** **ARO Option ***
- 20% at 100% AMI 10% SET-ASIDE AT A WEIGHTED AVERAGE OF 60% OF THE AMI
 - 16% at 80% 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 *
7.0	0	4
Proposed On-Site Units *	Proposed Off-Site Units *	Proposed In-Lieu Units *
0	6	1.0
No in-lieu units proposed. web form error.		
In-Lieu Amount Owed *	On-Site Units To CLHTF or CHA *	
\$161,279.00	0	No in lieu fee proposed. Web form error.

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
3116		N	OAKLEY
Zip Code	Ward	ARO Zone	
606186408	32	ARO Inclusionary Ar	
Off-Site Type			
New construction			
Off-Site Admin Fee			
\$30,000.00			

Forms

- Unit Mix and Square Footage Spreadsheet *
[AMP-Affordable Units Worksheet_2024-11-13.xlsx](#)
- Dimensioned Floor Plans with affordable units highlighted
[25-0502_CityForm3026N_TaxableUnits.pdf](#)

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If ARO units are CLHTF or CHA, attach signed acceptance letter
If off-site units are new construction, attach:

- A. Schematic and design development drawings for on-site units
- B. Schematic and design development drawings for off-site units
If off-site units are rehab, please attach the following documents:
- A. Schematic and design development drawings for on-site units
- B. Schematic and design development drawings for off-site units
- C. A Physical Needs Assessment (PNA)
- D. Surveys
- E. Outstanding code violations
- F. Scope of work and estimated cost of renovations

Off-Site Units Only: Documents Required for Architectural Approval Letter

- A. Owner Sworn Statement
- B. GC Sworn Statement
- C. Bounday Survey
- D. Draft permit application prior to submission to the Department of Buildings (DOB)
- E. Final construction drawings stamped by the architect of record prior to submission to DOB

OFF-SITE UNITS ONLY: Documents required for Architectural Construction a Approval Letter and Notice to Proceed

- A. A letter from the Developer on company letterhead stating the project is complete and requesting a final site inspection from DOH
- B. A copy of the front and back of each building permit for each property with all DOB signoffs
- C. A copy of the Certificate of Occupancy for each property (if applicable)
- D. Final GC and Owner Sworn Statements
- E. All final waivers of lien or a title report showing no liens for each property
- F. As built Survey (new construction)
- G. Final Issued for Construction Permitted Construction Drawings
- H. List of any Buyer changes (if applicable, for-sale units only)

Signature

Developer or their Agent *
Jeff Berta

Managing Deputy Commissioner

James [Signature] 5-9-25

Summary

Notes

Note



Search within these results:

Final For Publication

Summary						
Market Mix			AMO			
unit type	how many?	% of total	avg. square footage	how many?	% of total	avg. square footage
studio	0	0%	0	0	0%	0
one-bed	0	0%	0	0	0%	0
two-bed	0	0%	0	0	0%	0
three-bed	28	80%	3,300	0	0%	0
four-bed	7	20%	3,815	6	0%	0

*AMO unit percentages, by unit type, should reflect corresponding market rate percentages (for example, if 10% of market rate units are studios, roughly 10% of AMO units can be studios).
 **the average affordable square footage should be 85% or greater of market-rate square footage for comparable unit type. Off site units must meet minimum unit sizes specified in the Design Guidelines.

AMI Mix for AMO Units						
Unit Type	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI
Studio	-	-	-	-	-	-
1 bed	-	-	-	-	-	-
2 bed	-	-	-	-	-	-
3 bed	-	-	-	-	-	-
4 bed	-	-	-	-	-	-
Average						

All 6 units will be sold to buyers at 100%-1020% AMI levels.

Project Name: 2221 W Oakdale	
Zoning Application Number, if applicable: PD 1127 (Amended)	
Address: 2221 Oakdale	
is this a For Sale or Rental Project? For Sale	
Anticipated average psf rent/price? \$293.00	
Total Units in Project	35
Total Affordable units required	7
Total Affordable units proposed	6

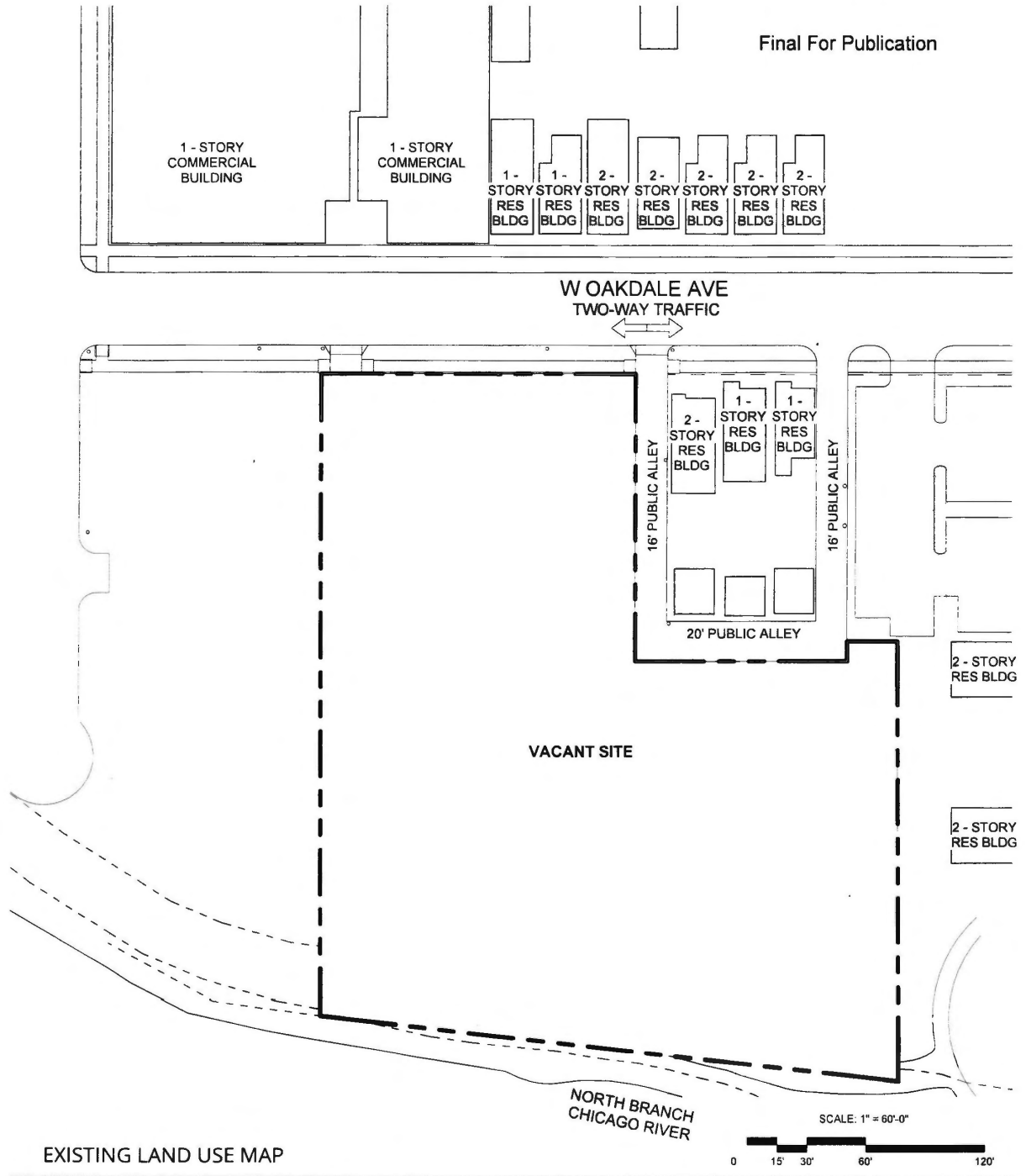
offering family sized incentive

Managing Deputy Commissioner Initials

(15) Incentive for family-sized units. The Commissioner may reduce the required number of affordable units in exchange for units with more bedrooms, according to the following equivalency table. Developers who reduce the required number of affordable units pursuant to this incentive shall give preference in leasing or selling units of two bedrooms or more to multi-person households as specified in the rules.*

Features and Amenities	Market Rate Units	Affordable Units
Parking	2 (per unit)	1 (per unit)
Laundry	In-unit	In-unit
Appliances	Refrigerator, Dishwasher, Stove/Oven, Microwave, Dishwasher, Stove/Oven, Microwave	New, Energy Star compliant, Refrigerator, or equal New, Energy Star compliant, Refrigerator, or equal New, Energy Star compliant, Refrigerator, or equal New, Energy Star compliant, Refrigerator, or equal New, Energy Star compliant, Refrigerator, or equal
Refrigerator	Age/EnergyStar/make/model/color	
Dishwasher	Age/EnergyStar/make/model/color	
Stove/Oven	Age/EnergyStar/make/model/color	
Microwave	Age/EnergyStar/make/model/color	
How many?	1	1
Kitchen countertops	Material	4 Bedroom - 2 full baths
Flooring	Material	Quartz
Insulation		LVT, tile, carpet
HVAC		High efficiency furnace & A/C compressor
Other		

NOTE: DCH will review specific details for features and amenities for approval when they become available. The Applicant shall provide comparable unit finishes and amenities in affordable units as in market rate units as required by the AMO Rules.



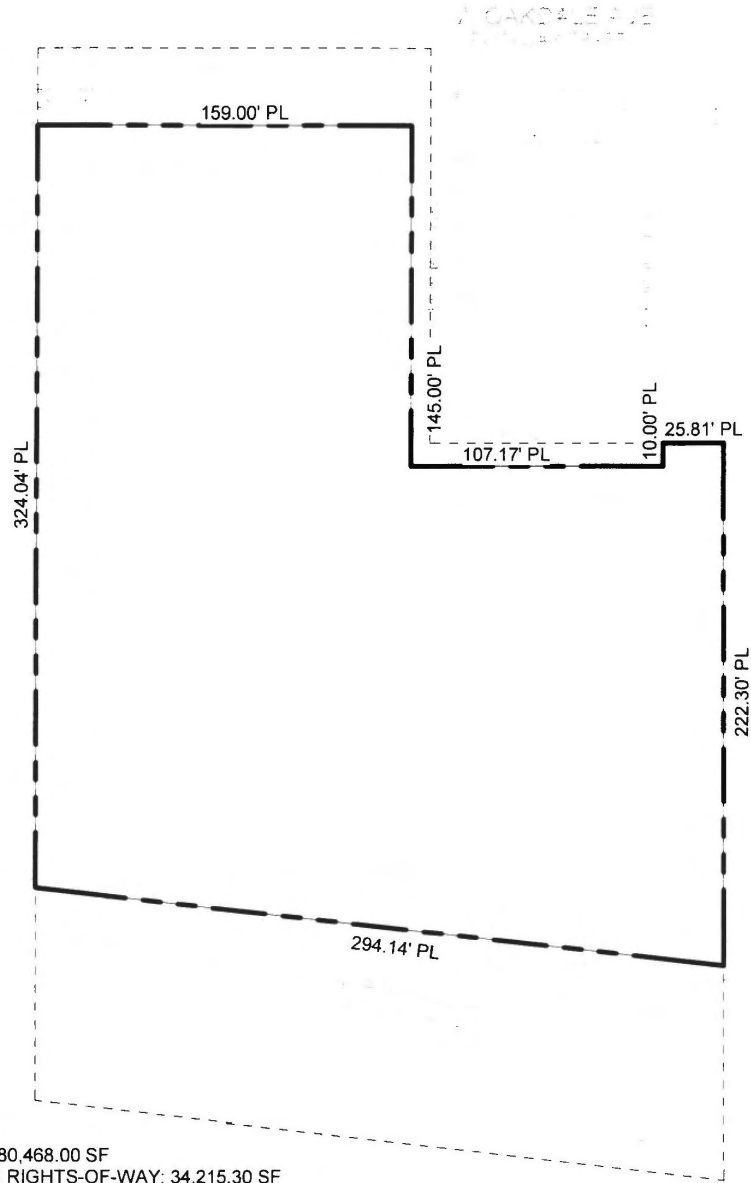
EXISTING LAND USE MAP

APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025



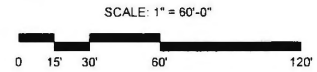

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NET SITE AREA: 80,468.00 SF
 AREA OF PUBLIC RIGHTS-OF-WAY: 34,215.30 SF
 GROSS SITE AREA: 114,683.30 SF

PD PROPERTY LINE AND BOUNDARY

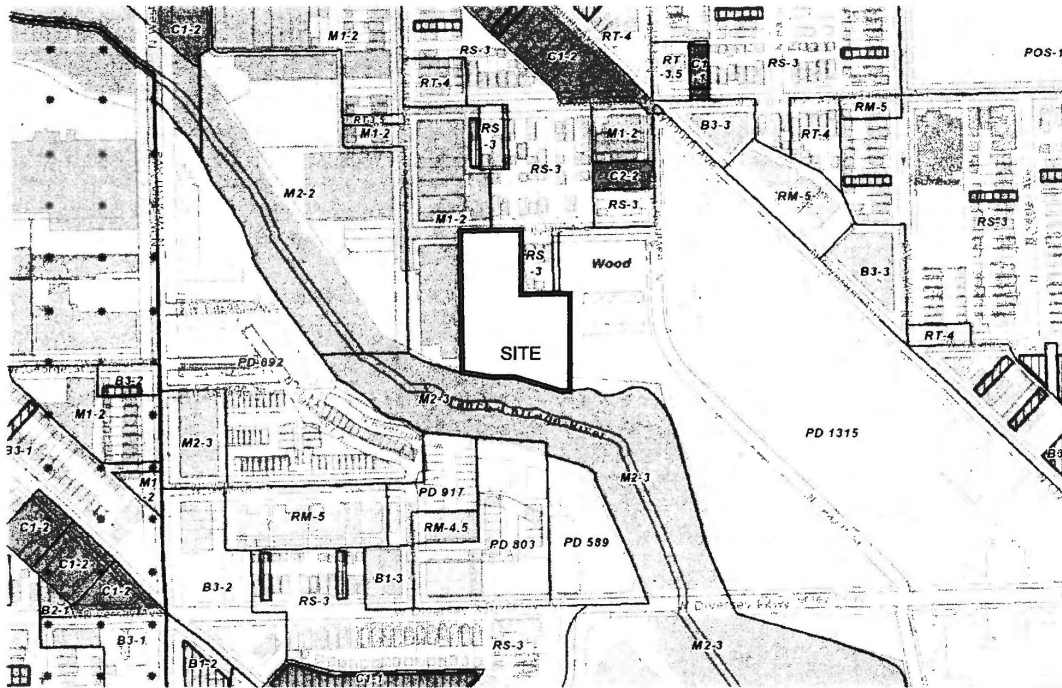


APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025



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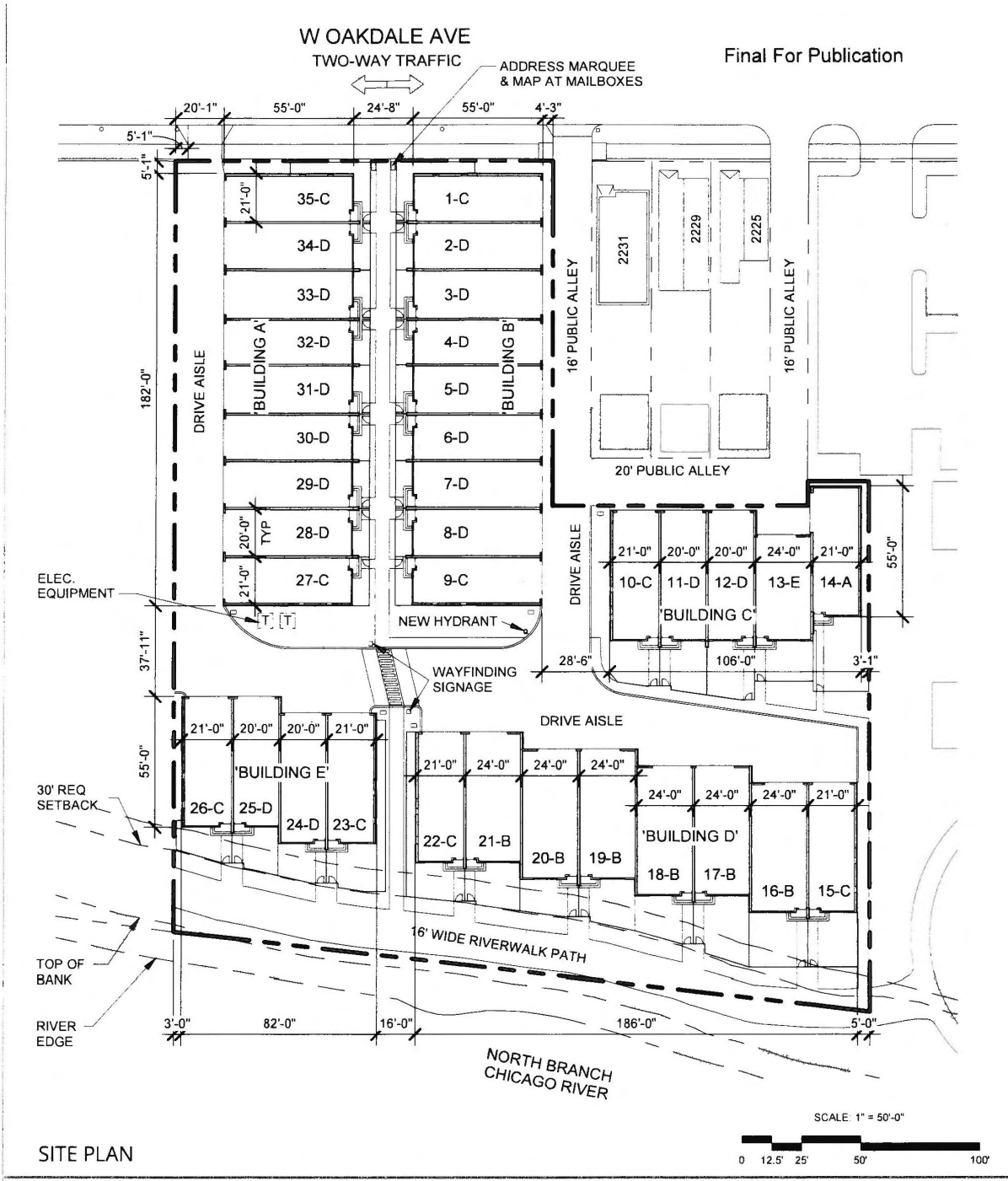
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ZONING MAP

APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025



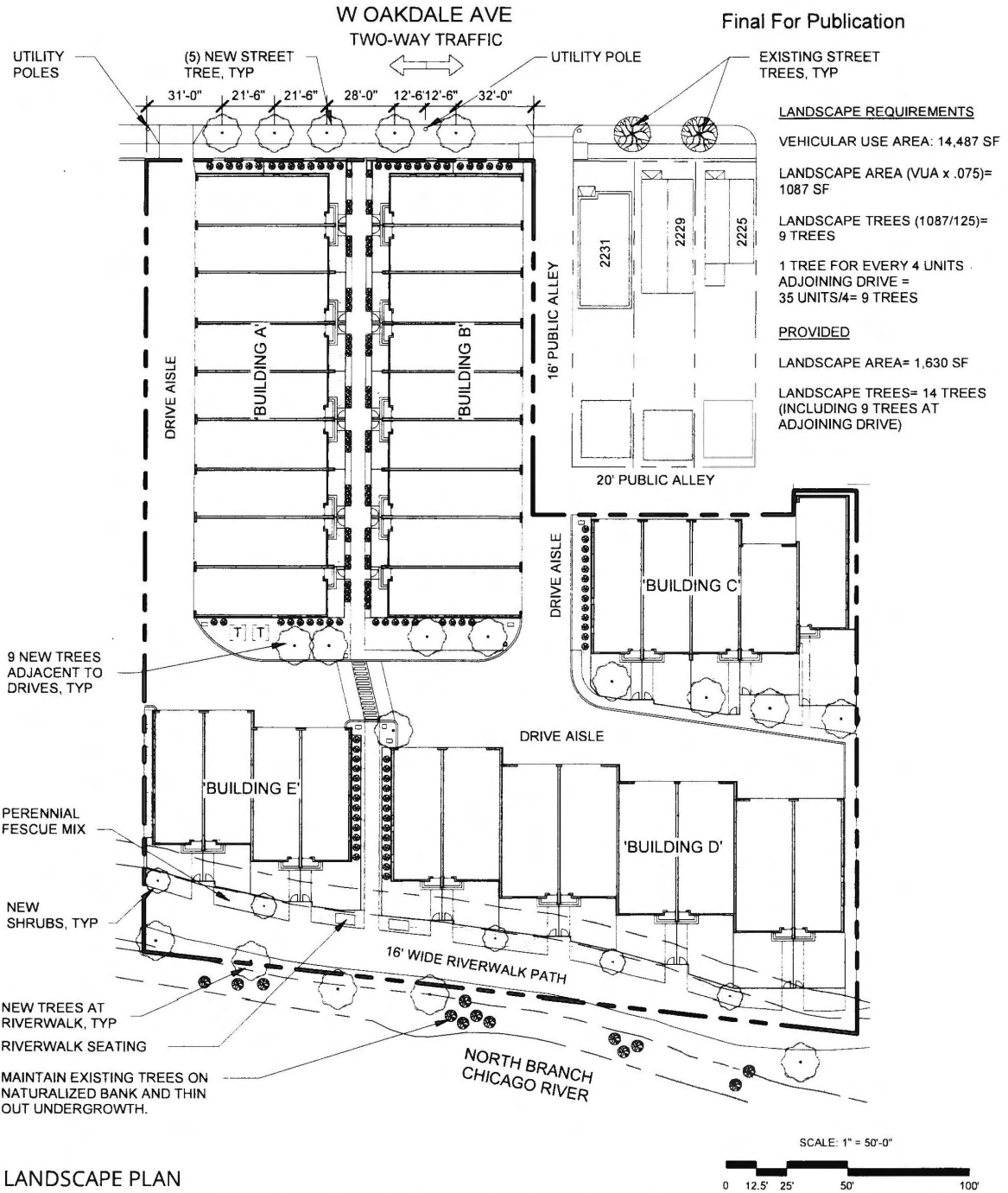


SITE PLAN

APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025

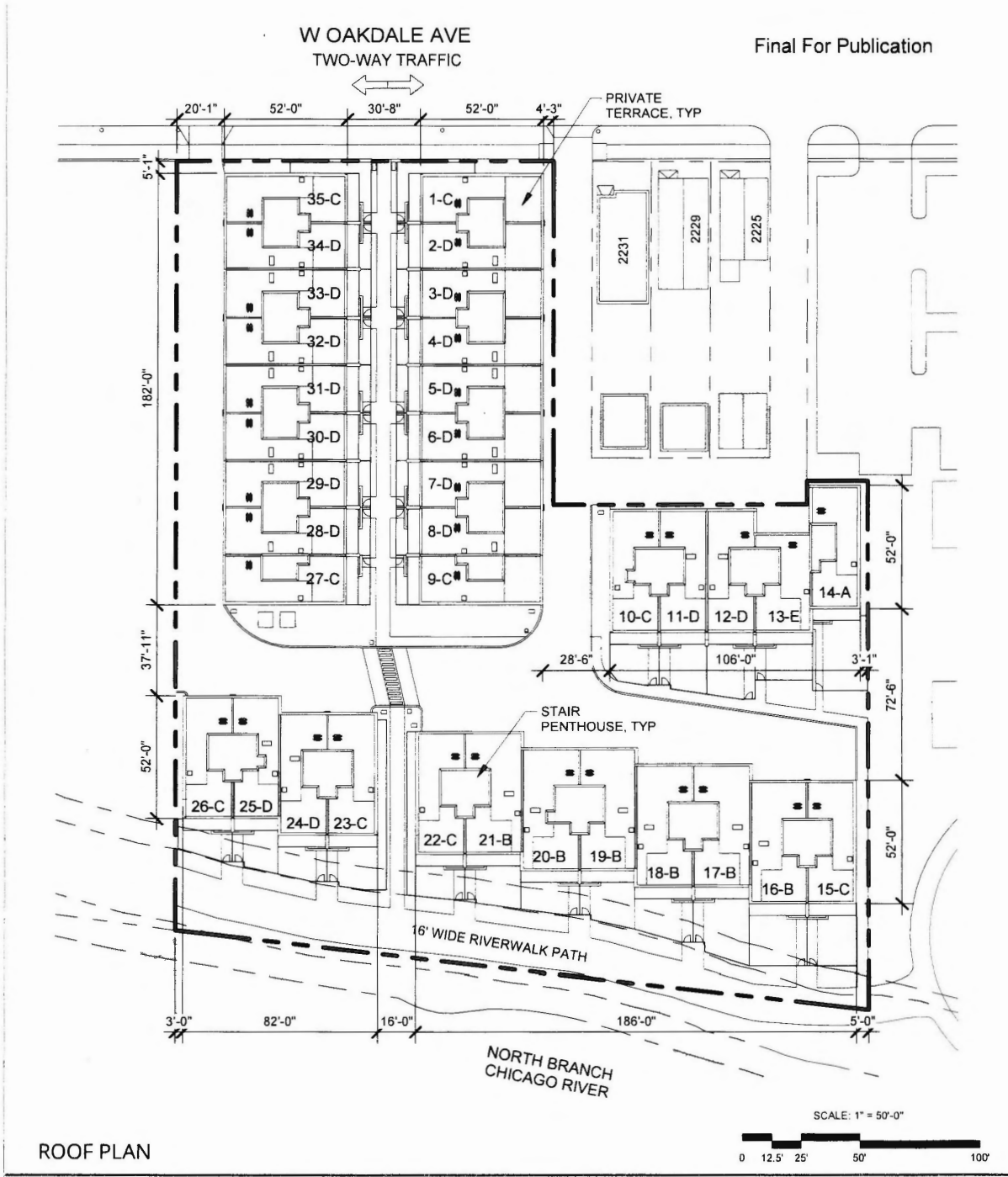


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APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025





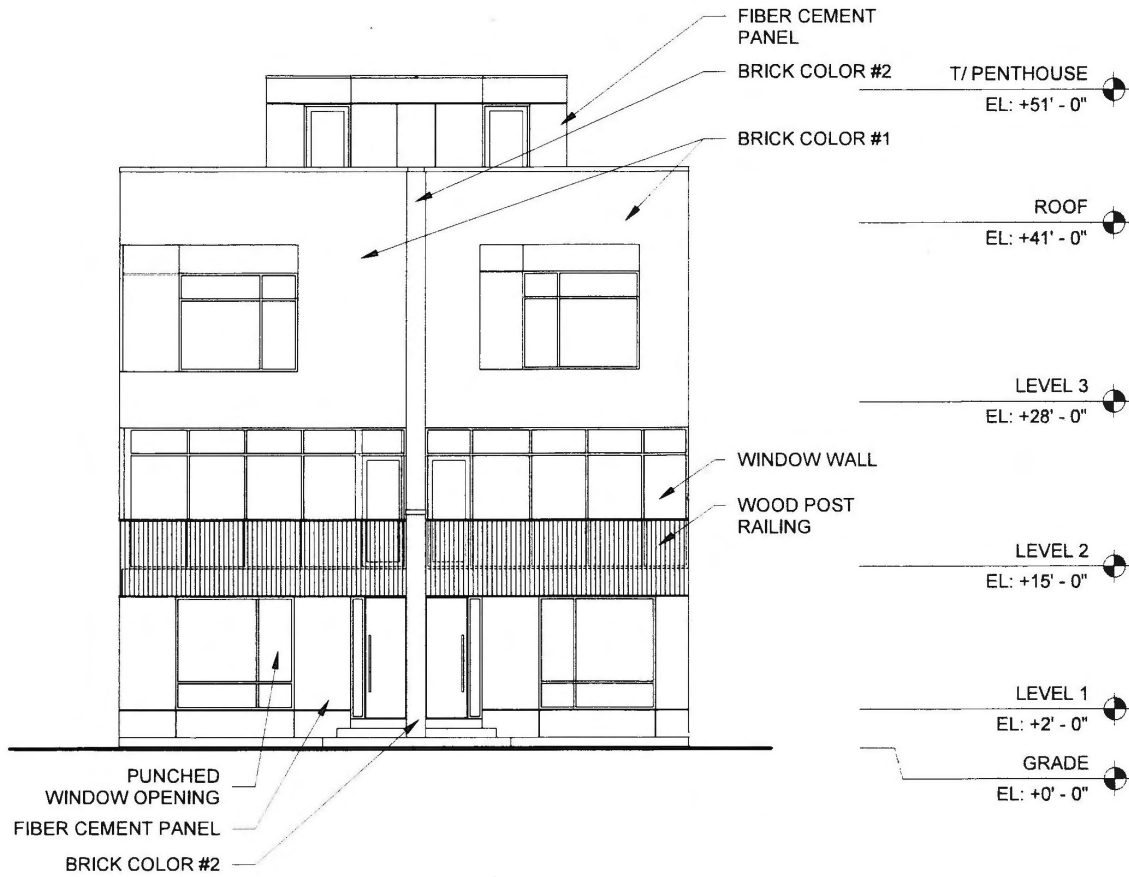
ROOF PLAN

APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025

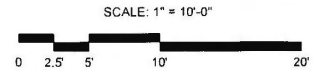


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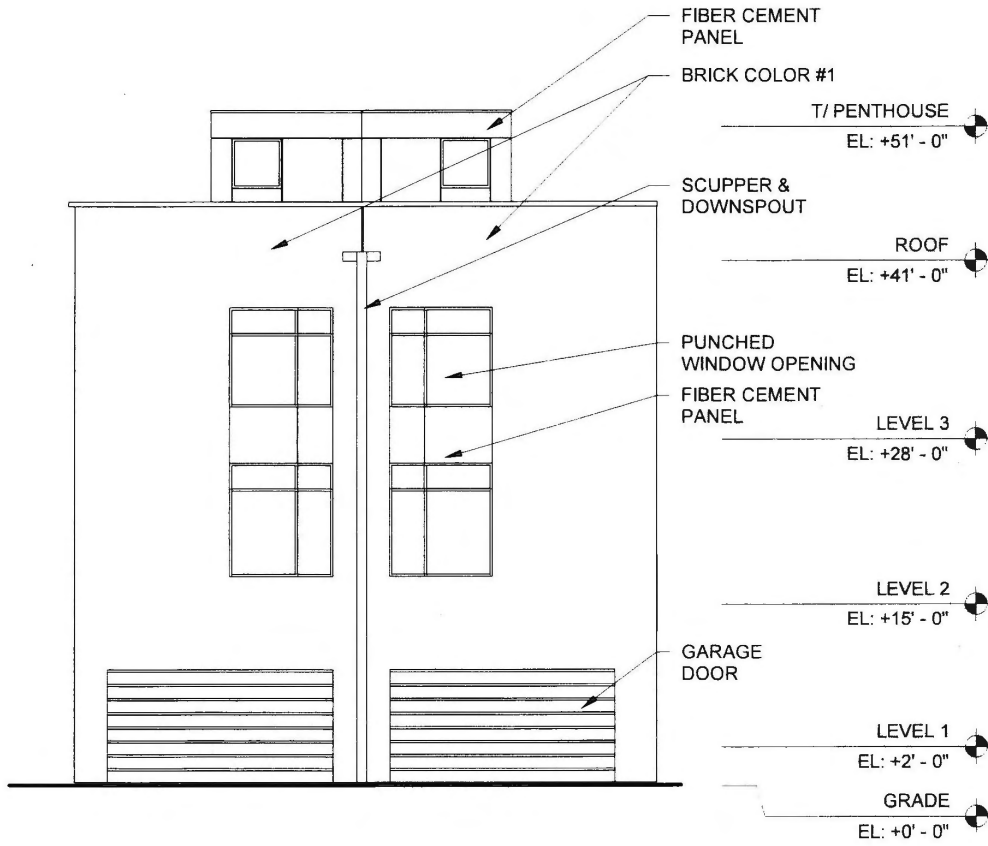
UNITS C/D FRONT ELEVATION



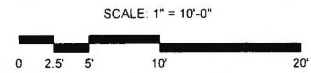
APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025


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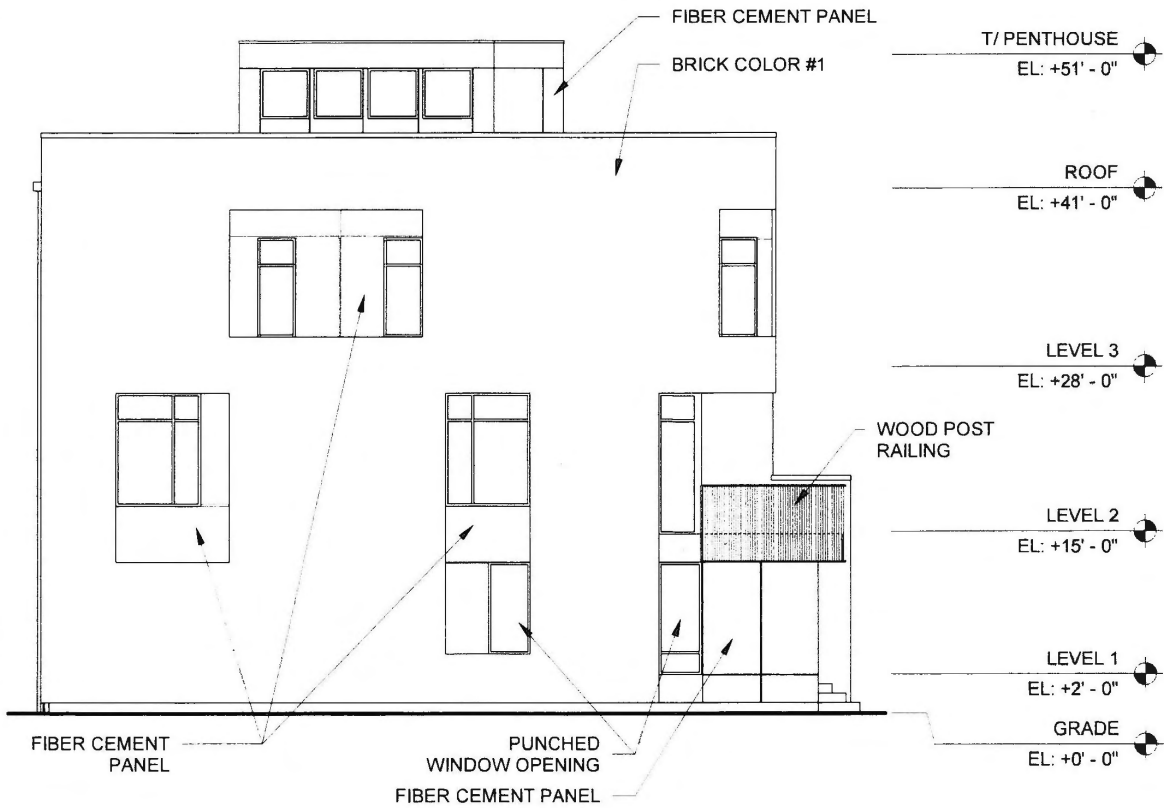


UNITS C/D BACK ELEVATION

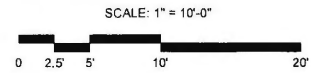


APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025

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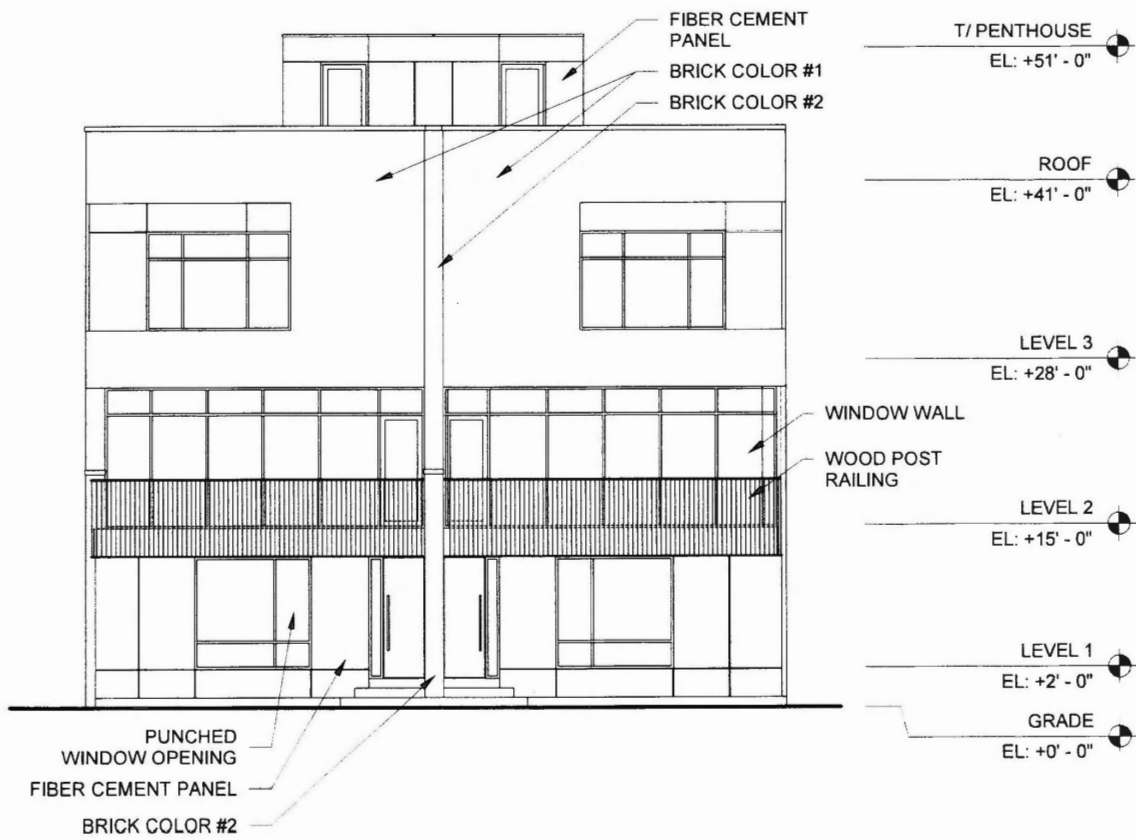
UNIT C SIDE ELEVATION



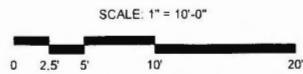
APPLICANT: ZSD OAKDALE LLC
 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
 PLAN COMMISSION DATE: MAY 15, 2025

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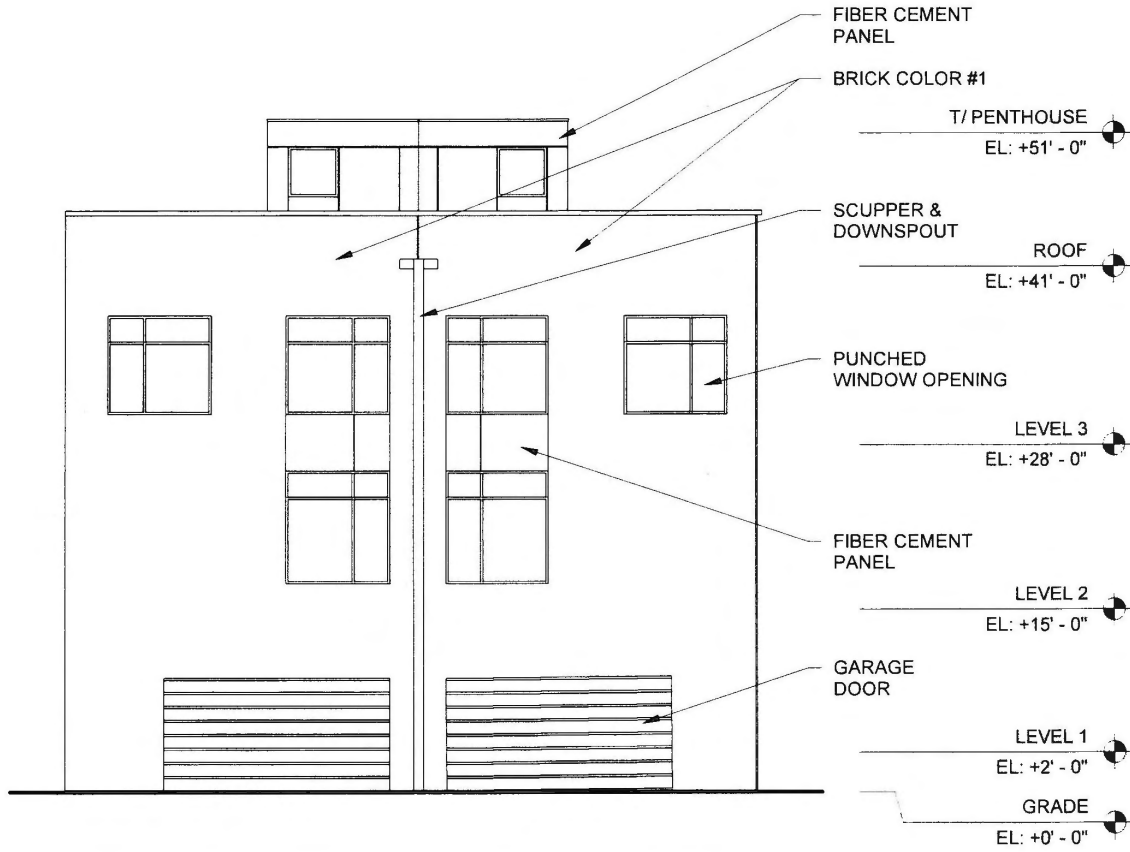
UNITS B/A FRONT ELEVATION



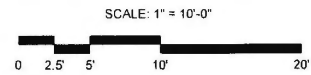
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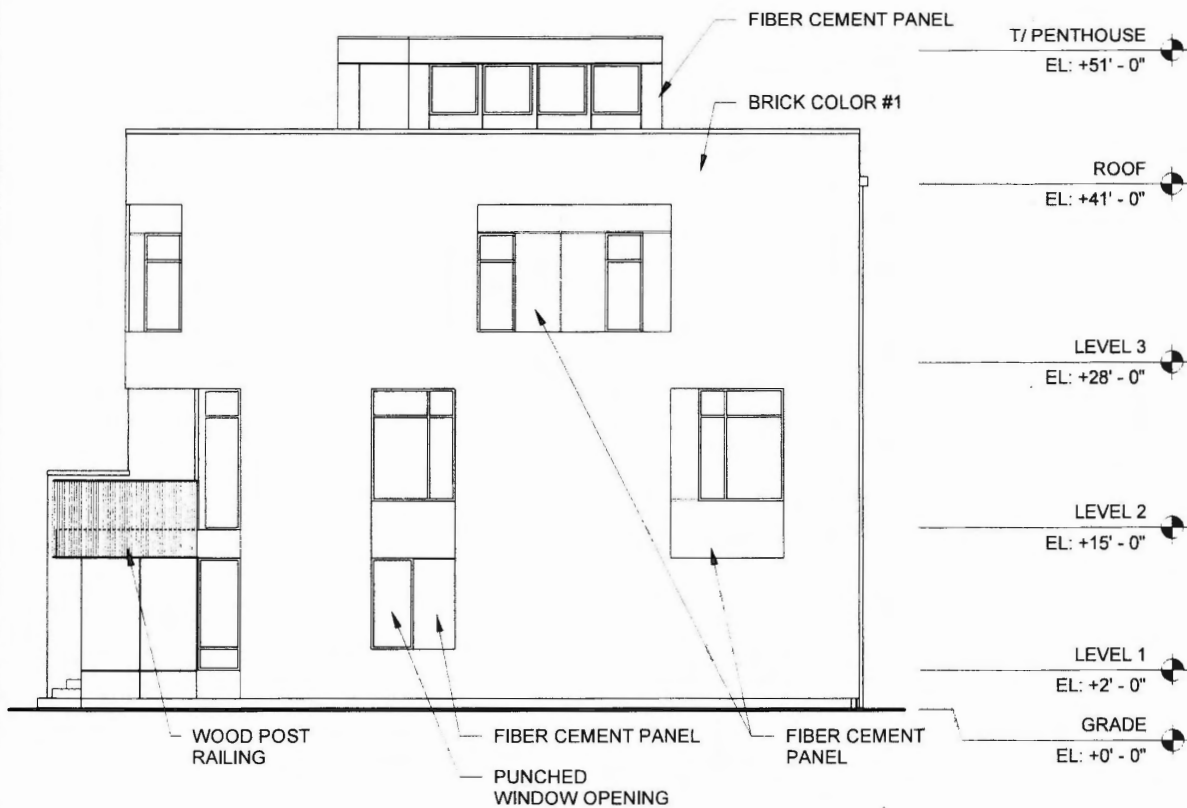


UNITS B/A BACK ELEVATION

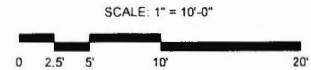


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 ADDRESS: 2235-49 WEST OAKDALE AVENUE
 INTRODUCTION DATE: JANUARY 15, 2025
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UNIT A SIDE ELEVATION



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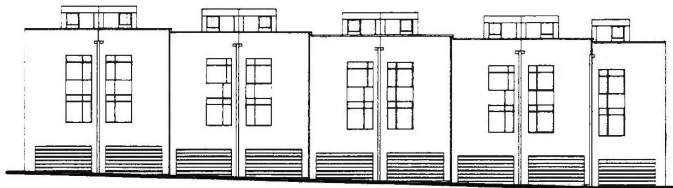


Oakdale Elevation (Building A & B)

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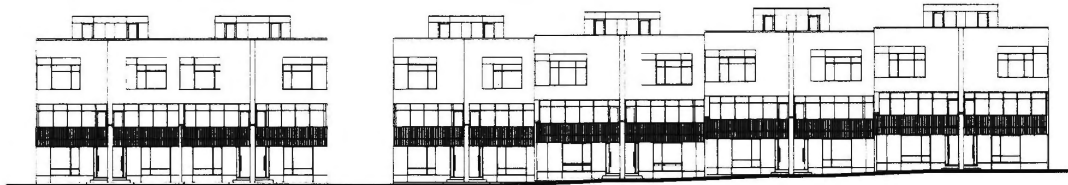
Courtyard Elevation (Building A & B)



Rear Elevation (Building A & B)

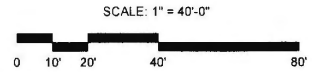


Building C Elevation



River Elevation (Building E & D)

FULL SITE ELEVATIONS



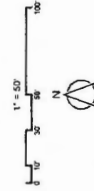
APPLICANT: ZSD OAKDALE LLC
ADDRESS: 2235-49 WEST OAKDALE AVENUE
INTRODUCTION DATE: JANUARY 15, 2025
PLAN COMMISSION DATE: MAY 15, 2025

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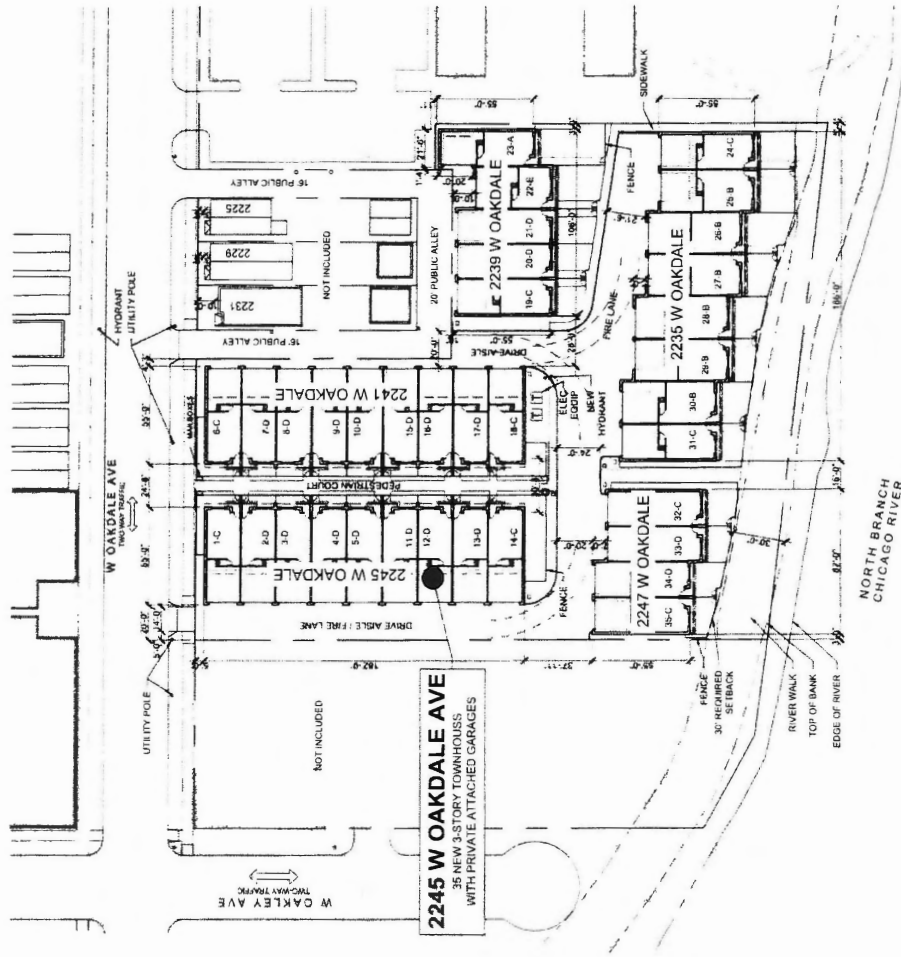
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2245 W OAKDALE AVE
CHICAGO, IL



SITE PLAN

FEBRUARY 25, 2025

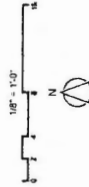


2245 W OAKDALE AVE
35 NEW 3-STORY TOWNHOUSES
WITH PRIVATE ATTACHED GARAGES



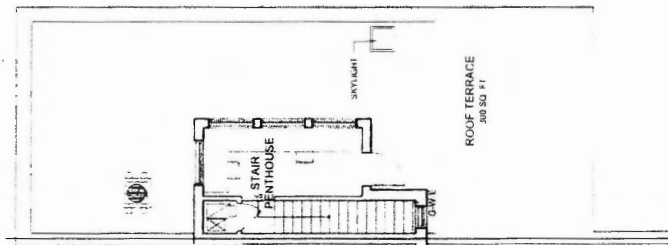
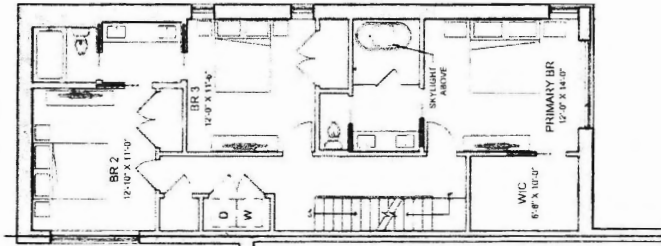
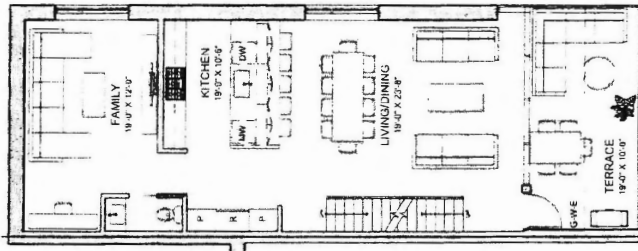
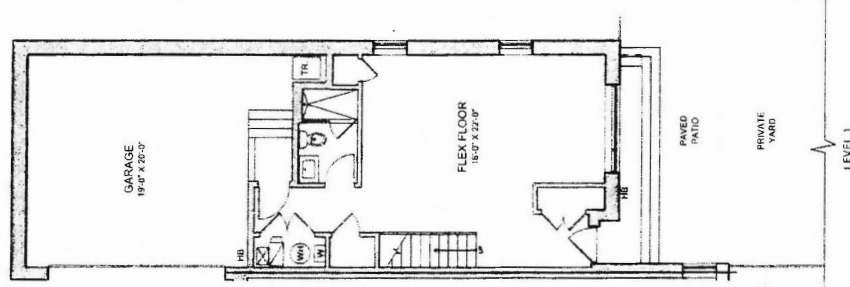
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UNIT A PLAN 3-423 3P

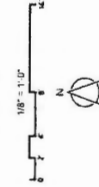
FEBRUARY 25, 2025





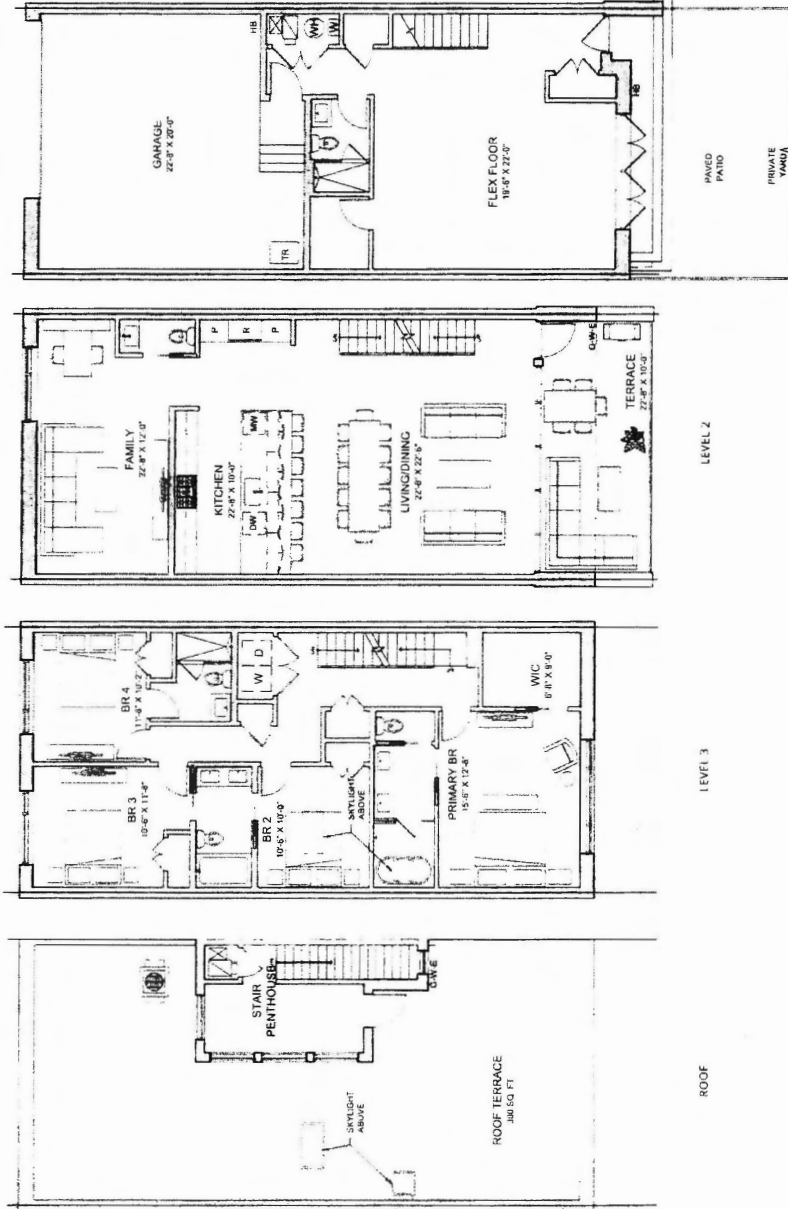
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UNIT B PLAN 3,885 SF

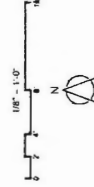
FEBRUARY 25, 2025





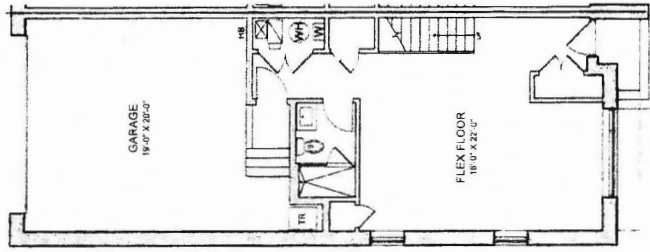
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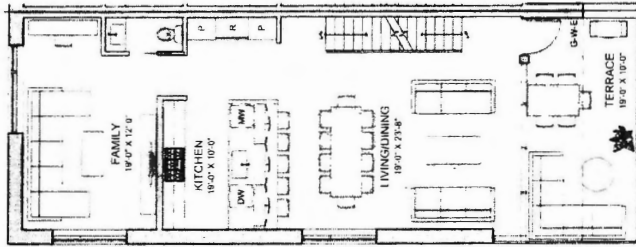


UNIT C PLAN 3,423 SF

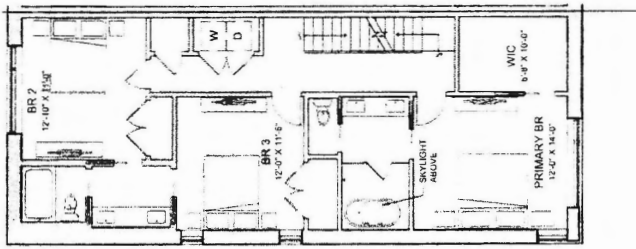
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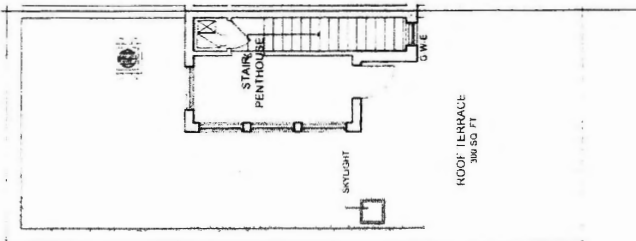
LEVEL 1



LEVEL 2



LEVEL 3

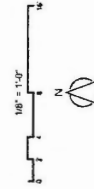


ROOF



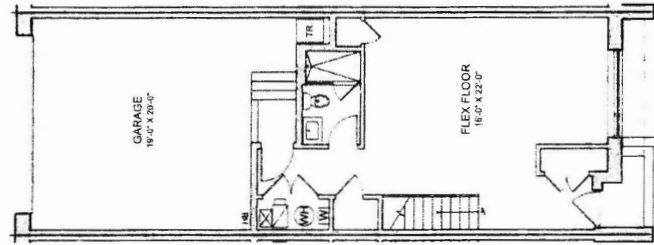
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2245 W OAKDALE
AVE
CHICAGO, IL

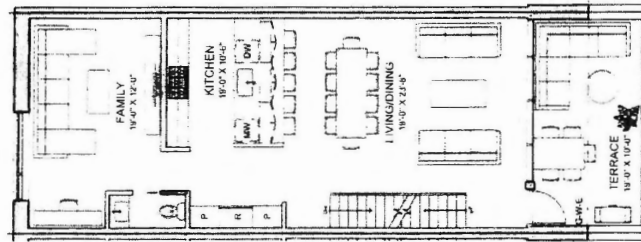


UNIT D PLAN
3,269 SF

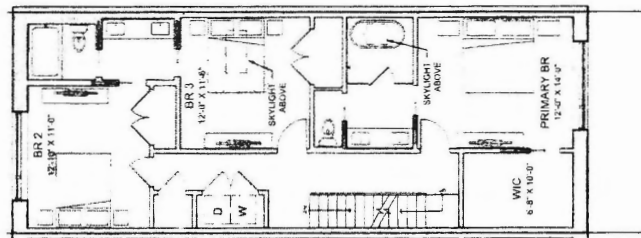
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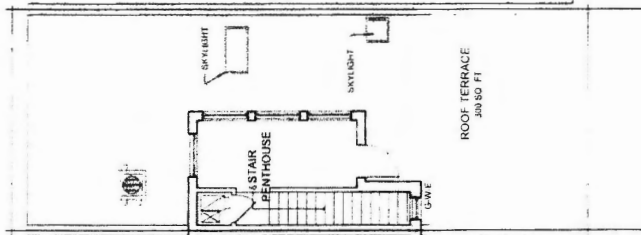
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LEVEL 2



LEVEL 3

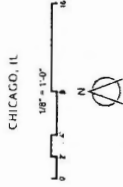


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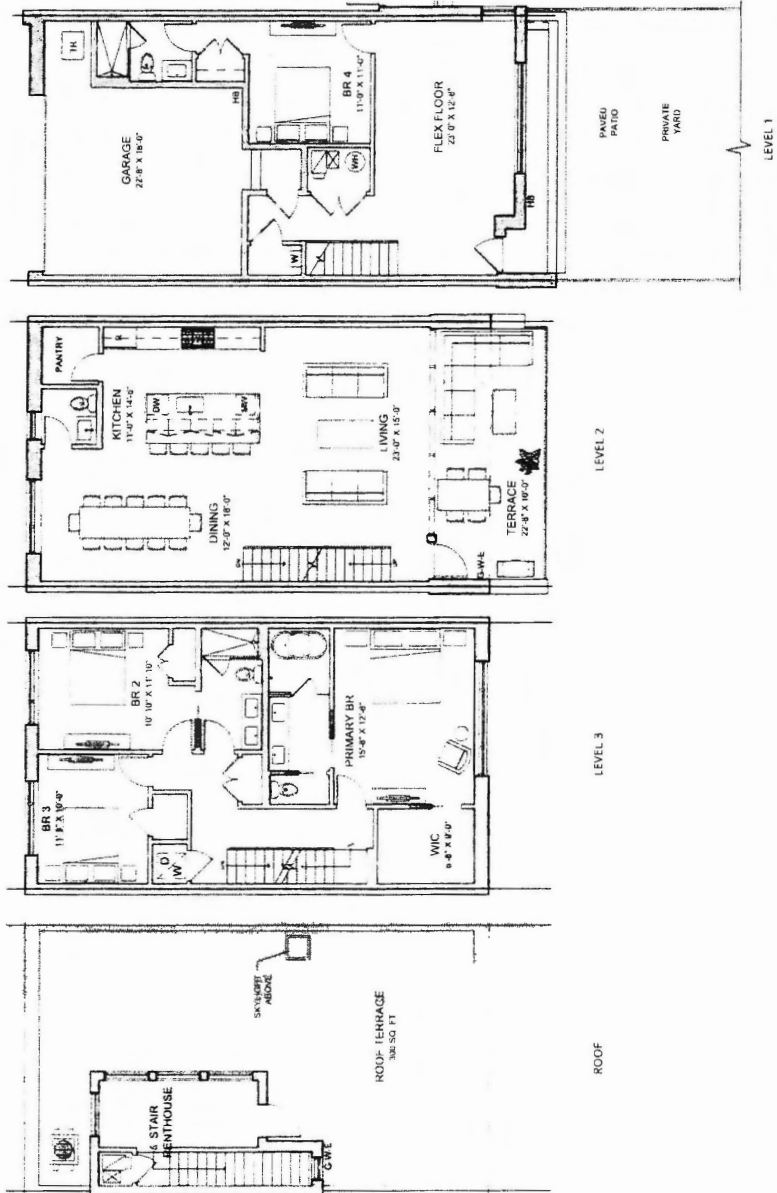
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2245 W OAKDALE AVE
CHICAGO, IL



UNIT E PLAN
3,165 SF

FEBRUARY 25, 2025



Zoning Data
Affordable Building Site
 5/2/2025

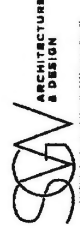


CITY OF CHICAGO ZONING ORDINANCE

Final For Publication

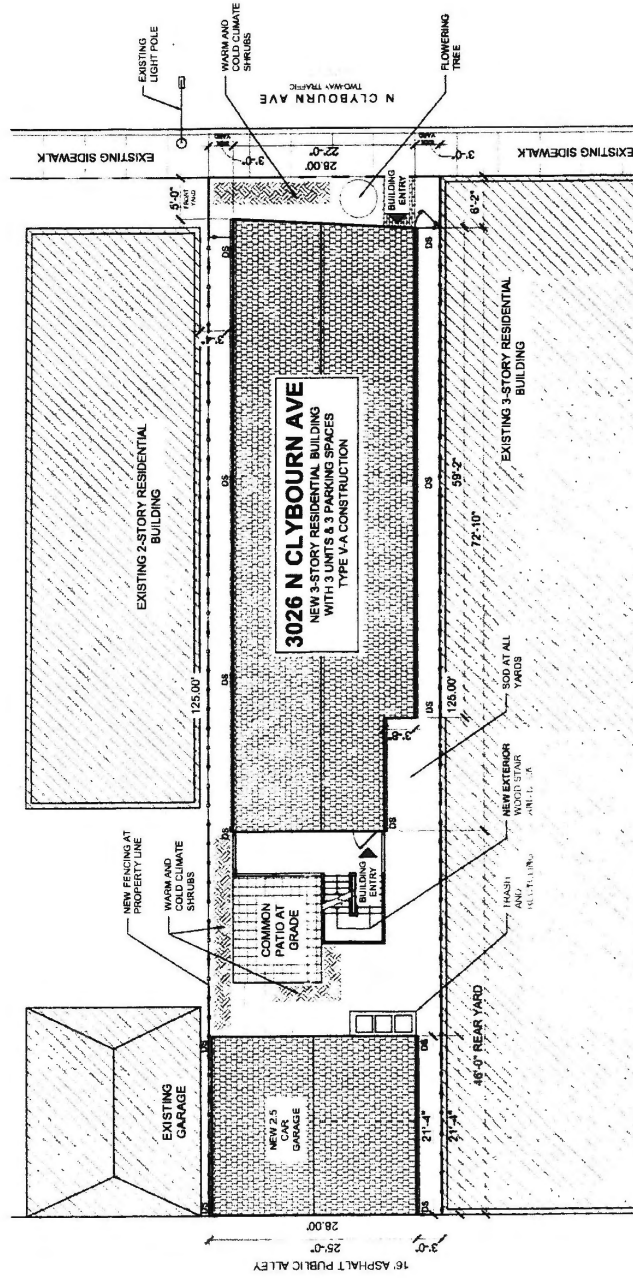
BULK & DENSITY	EXISTING ZONING	PROPOSED ZONING	VARIANCES	PROPOSED PROJECT
Lot Area [SF]	3,500.0	3,500.0		3,500.0
Zoning District	C1-2	B2-2		B2-2
Use Group	Neighborhood Commercial	Residential		Residential
Maximum Floor Area Ratio [F.A.R.]	2.2	2.2		Actual Ratio [F.A.R.] 1.3
Maximum Area Allowed by F.A.R.	7,700.0	7,700.0		Actual Area [F.A.R.] 4,695.0
Minimum Lot Area Per Dwelling Unit [SF]	1,000.0	1,000.0		Actual Lot Area Per Unit 1,166.7
Maximum Number of Dwelling Units	3.0	3.0		Actual Number of Units 3.0
YARDS/HEIGHT				
Required Yards (ft)	Front 10'-0"	At least 50% of existing adjacent R zoned lots	Variance Proposed	Proposed 5'-0"
	Side (Cumulative) 10'-0"	0'	Proposed	Proposed 6'-0"
	Side (Minimum One Side) 10'-0"	0'	Proposed	Proposed 3'-0"
	Rear 10'-0"	30' @ residential levels	Proposed	Proposed 46'-0"
Required Open Space	Minimum Open Space [SF]	n/a	Proposed	n/a
Maximum Building Height (ft)	50'-0"	45'-0"	Proposed	Proposed 38'-0"
RESIDENTIAL PARKING/LOADING				
Required Off Street Parking Spaces	1 per Unit	1 per Unit	Provided	2.0
Required Bicycle Parking	1 per 2 auto spaces	3.0	Provided	3.0

ZONING DATA



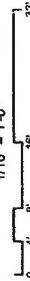
3026 N. CLYBOURN AVE
 CHICAGO, ILLINOIS 60618

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SITE PLAN - ROOF PLAN

1/16" = 1'-0"

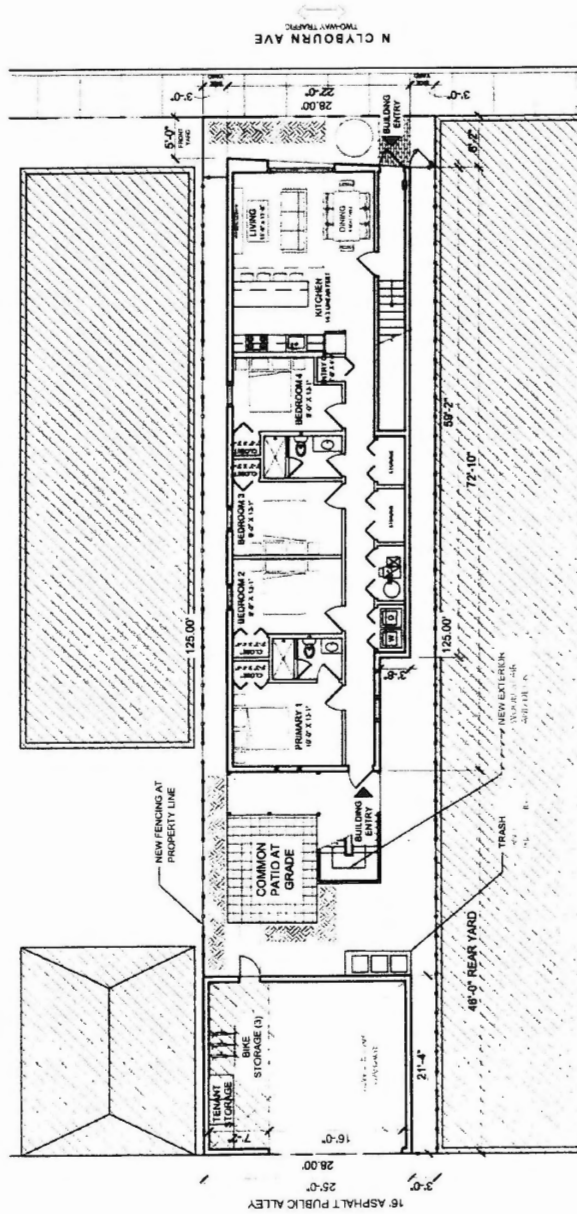


3026 N. CLYBOURN AVE
 CHICAGO, ILLINOIS 60618



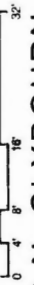
MAY 2, 2025

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SITE PLAN - GROUND FLOOR PLAN

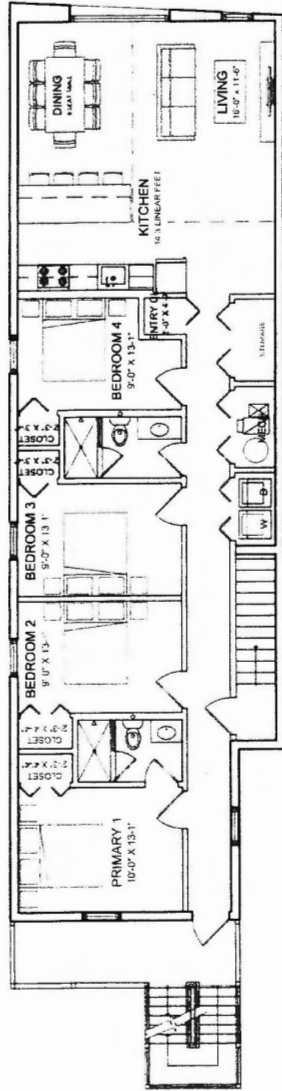
1/16" = 1'-0"



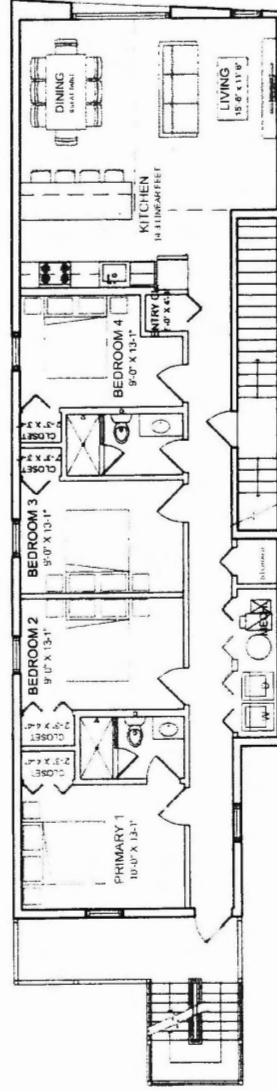
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CHICAGO, ILLINOIS 60618



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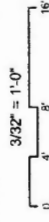


THIRD FLOOR PLAN



SECOND FLOOR PLAN

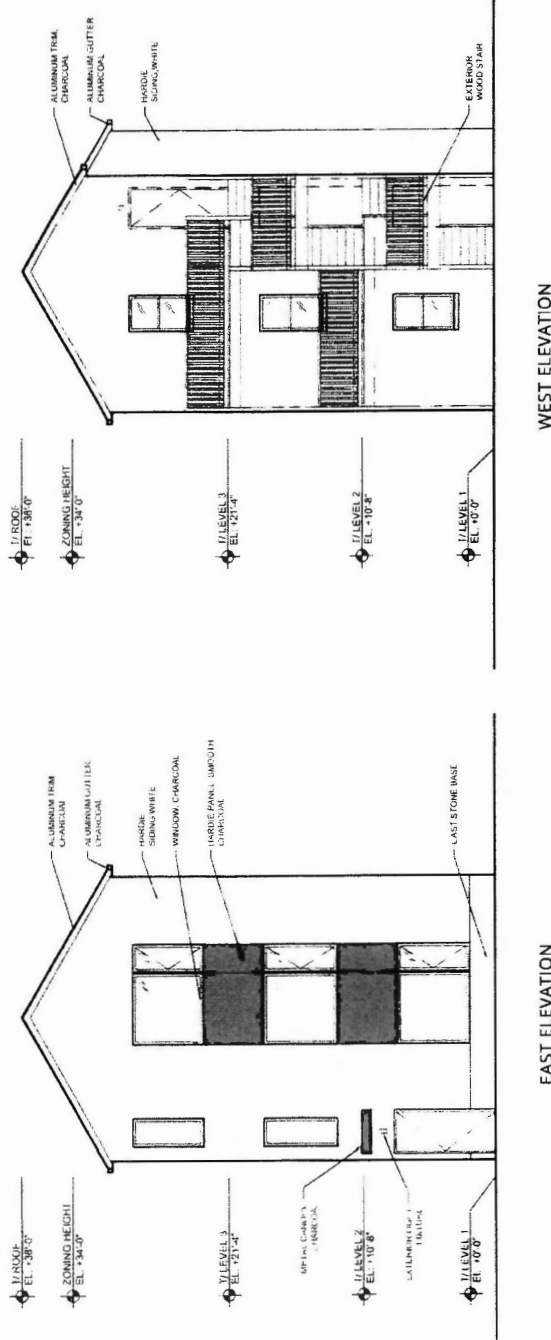
SECOND & THIRD FLOOR PLANS



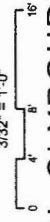
3026 N. CLYBURN AVE
CHICAGO, ILLINOIS 60618



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ELEVATIONS
3/32" = 1'-0"

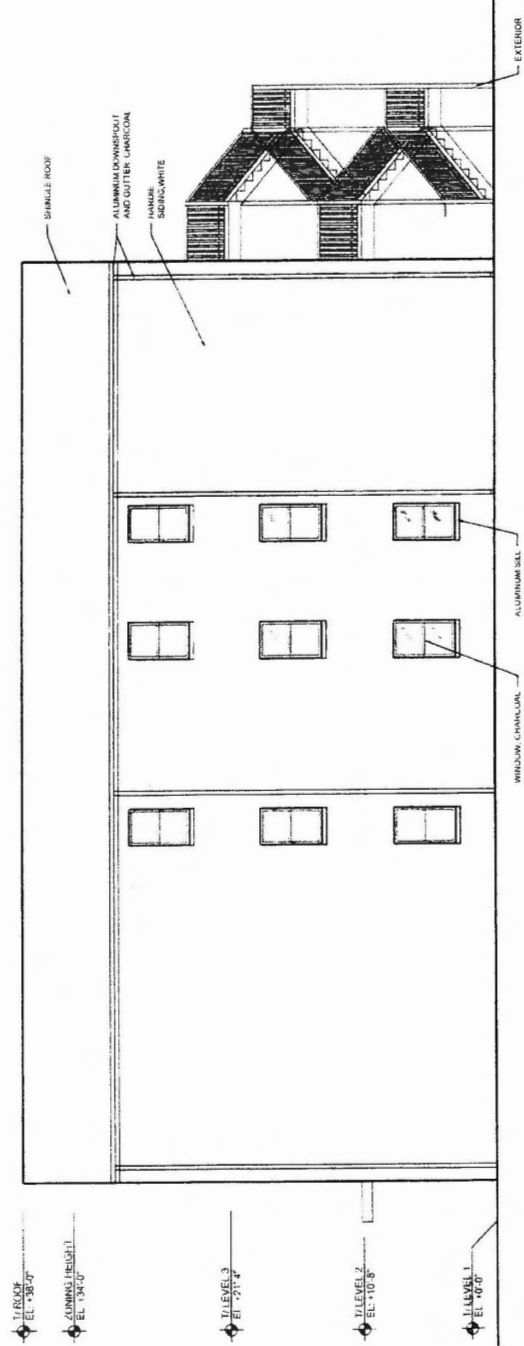


3026 N. CLYBOURN AVE
CHICAGO, ILLINOIS 60618



MAY 2 2025

Final For Publication



NORTH ELEVATION

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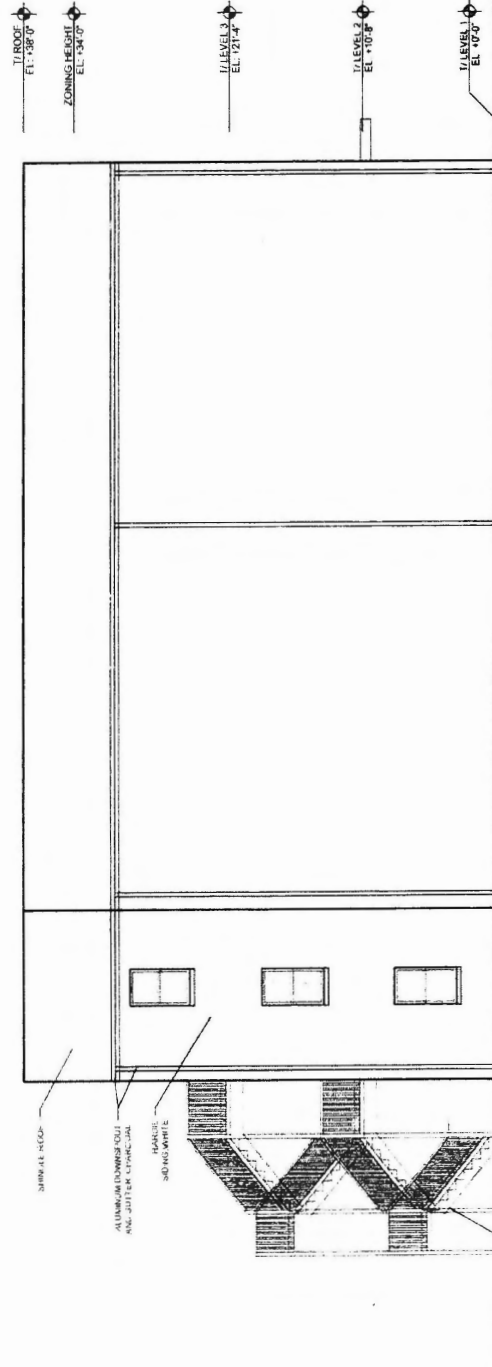
0 4' 8' 16'

3026 N. CLYBOURN AVE
CHICAGO, ILLINOIS 60618



MAY 2 2025

Final For Publication



SOUTH ELEVATION

$\frac{3/32" = 1'-0"}{0 \quad 4 \quad 8 \quad 16'}$

3026 N. CLYBOURN AVE
 CHICAGO, ILLINOIS 60618



MAY 2, 2025

Zoning Data
Affordable Building Site
 5/2/2025



CITY OF CHICAGO ZONING ORDINANCE

Final For Publication

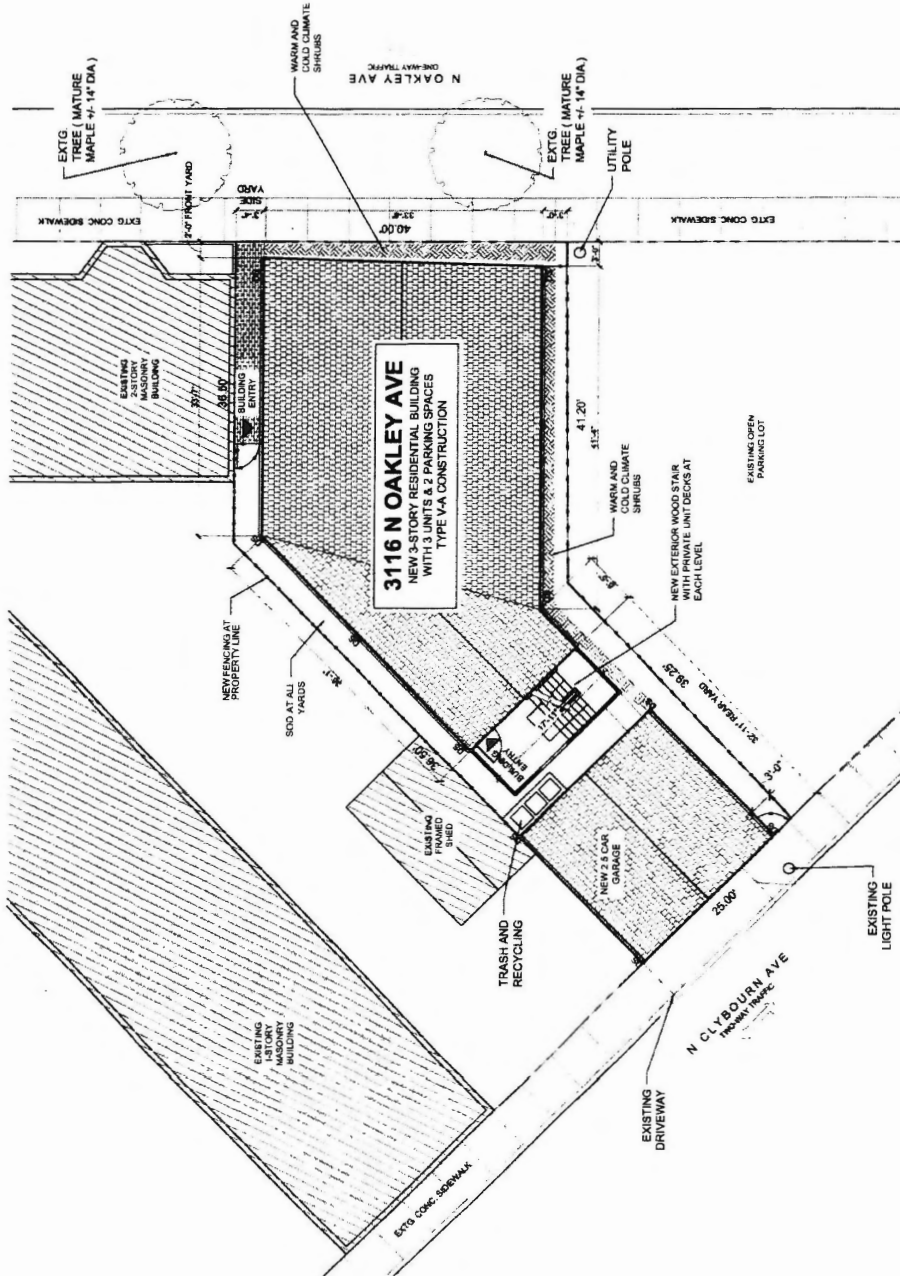
BULK & DENSITY	EXISTING ZONING	PROPOSED ZONING	VARIANCES	PROPOSED PROJECT
Lot Area [SF]	2,954.0	2,954.0		2,954.0
Zoning District	C1-2	B2-2		B2-2
Use Group	Neighborhood Commercial	Residential		Residential
Maximum Floor Area Ratio [F.A.R.]	2.2	2.2		1.7
Maximum Area Allowed by F.A.R.	6,498.8	6,498.8		4,935.0
Minimum Lot Area Per Dwelling Unit [SF]	1,000.0	1,000.0		984.7
Maximum Number of Dwelling Units	2.0	2.0	1 Additional Unit	3.0
YARDS/HEIGHT				
Required Yards [ft]	10'-0"	At least 50% of existing adjacent R zoned lots		Proposed
Side [Cumulative]	10'-0"	0'		Proposed
Side [Minimum One Side]	10'-0"	0'		Proposed
Rear	10'-0"	30' @ residential levels		Proposed
Required Open Space		Minimum Open Space [SF]		Proposed
Maximum Building Height [ft]	50'-0"	45'-0"		Proposed
RESIDENTIAL PARKING/LOADING				
Required Off Street Parking Spaces	1 per Unit 1 per 2 auto spaces	1 per Unit 3.0		Provided
Required Bicycle Parking				Provided

ZONING DATA



3116 N. OAKLEY AVE
 CHICAGO, ILLINOIS 60618

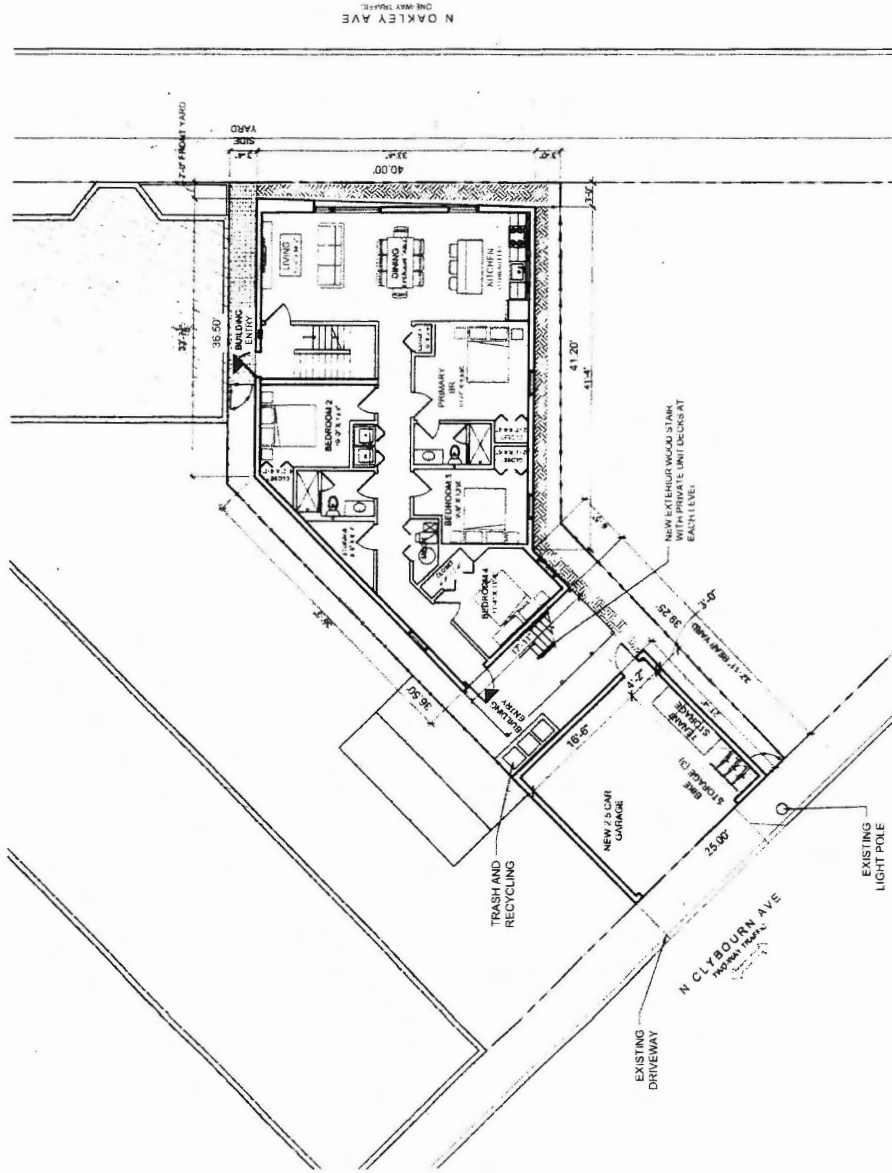
Final For Publication



SITE PLAN - ROOF PLAN
 1/16" = 1'-0"
 0 4' 8' 16' 32'
3116 N. OAKLEY AVE
 CHICAGO, ILLINOIS 60618

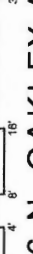


Final For Publication



SITE PLAN - GROUND FLOOR

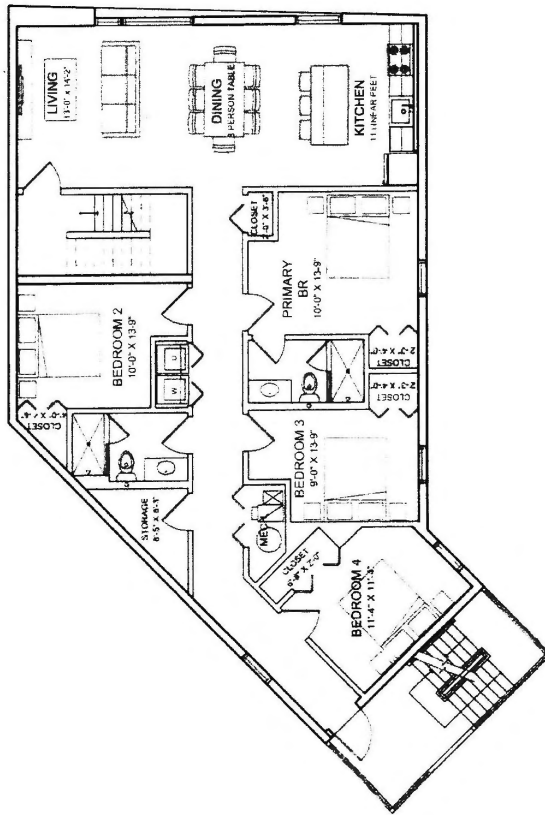
1/16" = 1'-0"



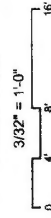
3116 N. OAKLEY AVE
CHICAGO, ILLINOIS 60618



Final For Publication



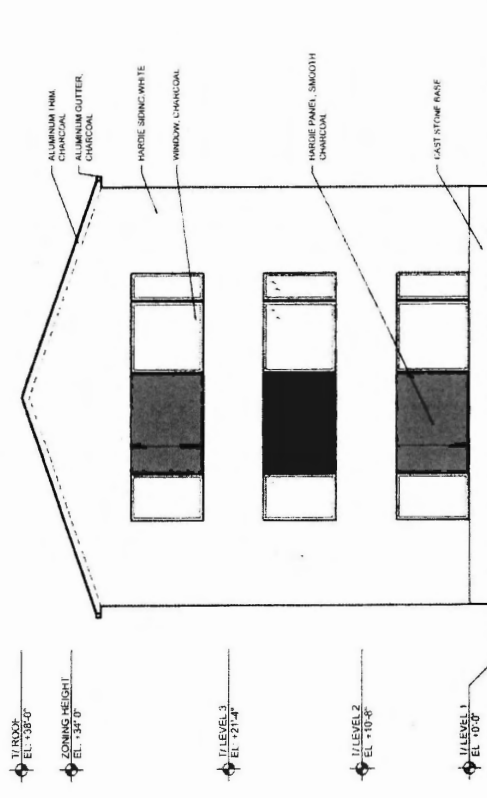
TYPICAL SECOND & THIRD FLOOR PLAN



3116 N. OAKLEY AVE
CHICAGO, ILLINOIS 60618



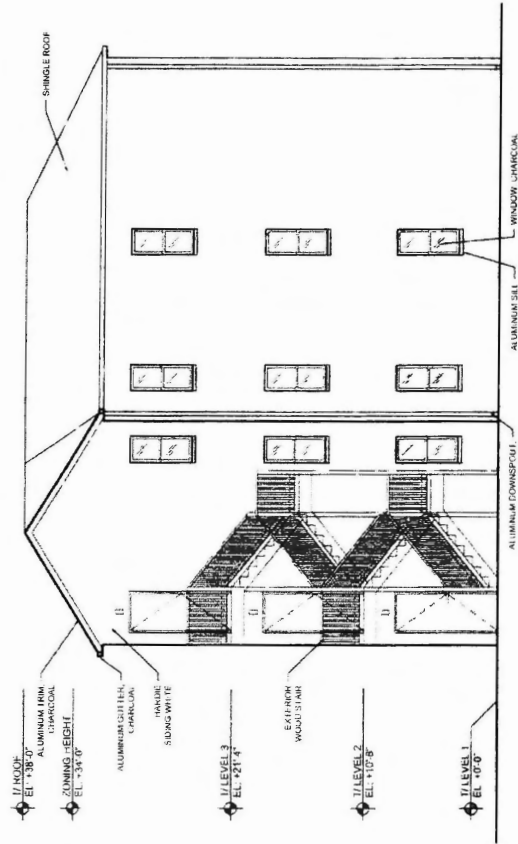
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EAST ELEVATION
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 0' 4' 8' 16'
3116 N. OAKLEY AVE
 CHICAGO, ILLINOIS 60618

MAY 2, 2025

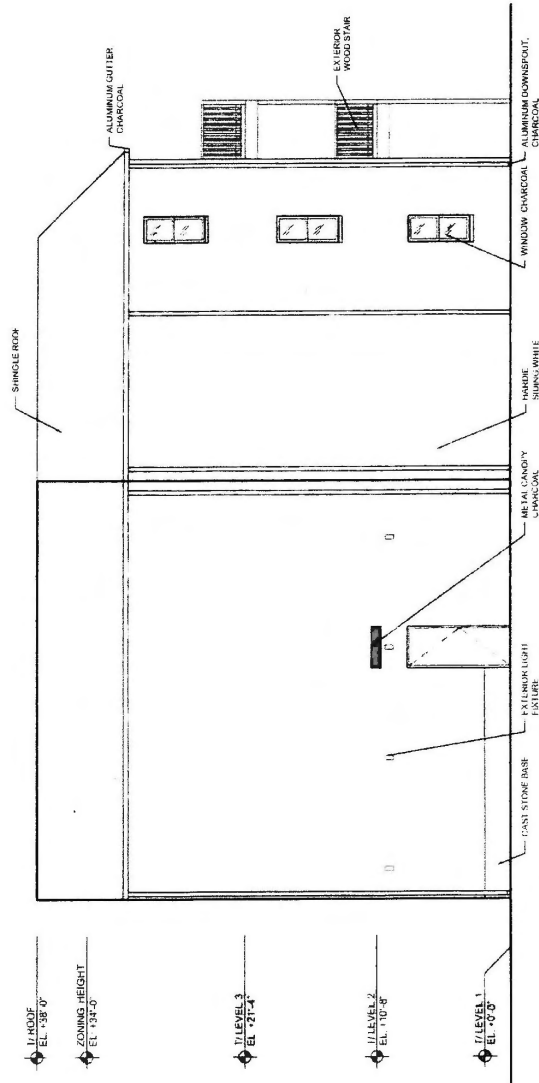
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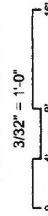
WEST ELEVATION
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3116 N. OAKLEY AVE
CHICAGO, ILLINOIS 60618

MAY 2, 2025

Final For Publication



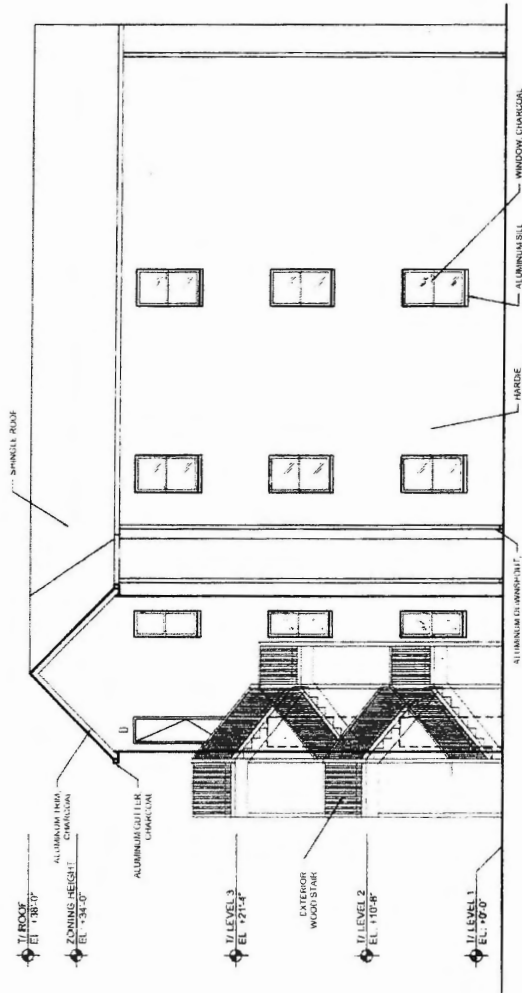
NORTH ELEVATION



3116 N. OAKLEY AVE
CHICAGO, ILLINOIS 60618

MAY 2, 2025

Final For Publication



SOUTH ELEVATION
 3/32" = 1'-0"
 0 8 16'
3116 N. OAKLEY AVE
CHICAGO, ILLINOIS 60618

MAY 2, 2025

Reclassification Of Area Shown On Map No. 7-J.
(Application No. 22726T1)
(Common Address: 2959 N. Pulaski Rd./3451 -- 3461 W. Wellington Ave.)
[O2025-0016646]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 7-J in the area bounded by:

West Wellington Avenue; the alley next east of and parallel to North Pulaski Road; a line 24.85 feet south of and parallel to West Wellington Avenue; and North Pulaski Road,

to those of a C2-3 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Demolition and Construction Floor Plans;
and Building Elevations and Sections
attached to this ordinance
printed on pages 28760
through 28763 of
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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NARRATIVE AND PLANS

TYPE I Rezoning Attachment

2959 North Pulaski Road / 3451-61 West Wellington Avenue
From M1-1 to a C2-3

The Property

The property is improved with a two story mixed use building (approx. 23'-10" height) with ground floor commercial use (approx. 1,328 square feet) for an existing coffee shop, two legal non-conforming residential units above the ground floor, and two surface residential parking spaces. The property is also located in a Transit Served Location ("TSL") to the Pulaski Road (Route 53) Bus corridor.

The Project

Centro San Bonifacio (the "Applicant") seeks to rezone the subject property to legalize the residential use and construct a one story rear deck. The existing ground floor commercial use, building height, and parking will remain. No additional parking will be provided. Two bicycle spaces for the residential use will be provided.

To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from a M1-1 Limited Manufacturing/Business Park District to a C2-3 Motor Vehicle-Related Commercial District as a Mandatory Type I Map Amendment. The Applicant also seeks a Type I rezoning application to seek an optional variation under section 17-13-0300(D) to increase 100% residential parking for a property located in a TSL location to allow two total spaces on the property per sections 17-10-0102-B and 17-13-1003-EE, an optional variation to permit the existing building entrance along Wellington Avenue to remain per the relief under section 17-13-1003-R, and an optional variation to allow existing curb cut vehicle access from the side street of Wellington Avenue instead of the alley per the relief under section 17-13-1003-S.

Compliance with Section 17-10-0102-B

The project will comply with the Transit Served Location provisions of as per section 17-10-0102-B. In addition, the development will comply with the provisions of Section 17-3-0308 related to Transit-Served Locations, specifically as follows:

- (1) Compliance with Section 17-10-0102-B because of the property is located in a TSL location to the Pulaski Route 53 bus corridor and as such may have 100% of parking if requested through a Type I rezoning application.
- (2) Compliance with Section 17-3-0504-B because
 - a. Building Location: The front façade faces Pulaski Road and is not setback more than 5 feet from the sidewalk;
 - b. Transparency: transparency will remain as is / no change to the façade of the building.
 - c. Doors and Entrances: The building has an entrance on Pulaski Road.
 - d. No parking is required or to be provided commercial use and none is proposed;
 - e. Parking Location: All on-site parking will be located at the rear and not visible from Pulaski Road;
 - f. Driveways and Vehicle Access Vehicle access will not be provided from Pulaski Road. Vehicle access will be provided from the existing curb cut on Wellington Avenue. There is an existing fence on the alley side of the property and trash enclosure prohibiting vehicle access onto the property.
 - i. The Applicant will seek *relief to allow vehicle access from Wellington* as it eliminates an unnecessary inconvenience to the Applicant and will have no appreciable adverse impact on the health, safety, or general welfare of surrounding *property owners* or the general public as an existing curb cut will be maintained and utilized and any adverse impacts resulting from the *relief* will be mitigated to the maximum extent feasible
- (3) Compliance with Transit Friendly Development Guide The Applicant seeks to maintain existing

FINAL FOR PUBLICATION

NARRATIVE AND PLANS

TYPE I Rezoning Attachment

2959 North Pulaski Road / 3451-61 West Wellington Avenue

From M1-1 to a C2-3

- parking and is not adding additional parking
- (4) Compliance with limit on residential parking because the Applicant will maintain existing parking and not add more spaces; and
- (5) The project will comply with any applicable Travel Demand Study and Management Plan rules promulgated by the Chicago Department of Transportation.

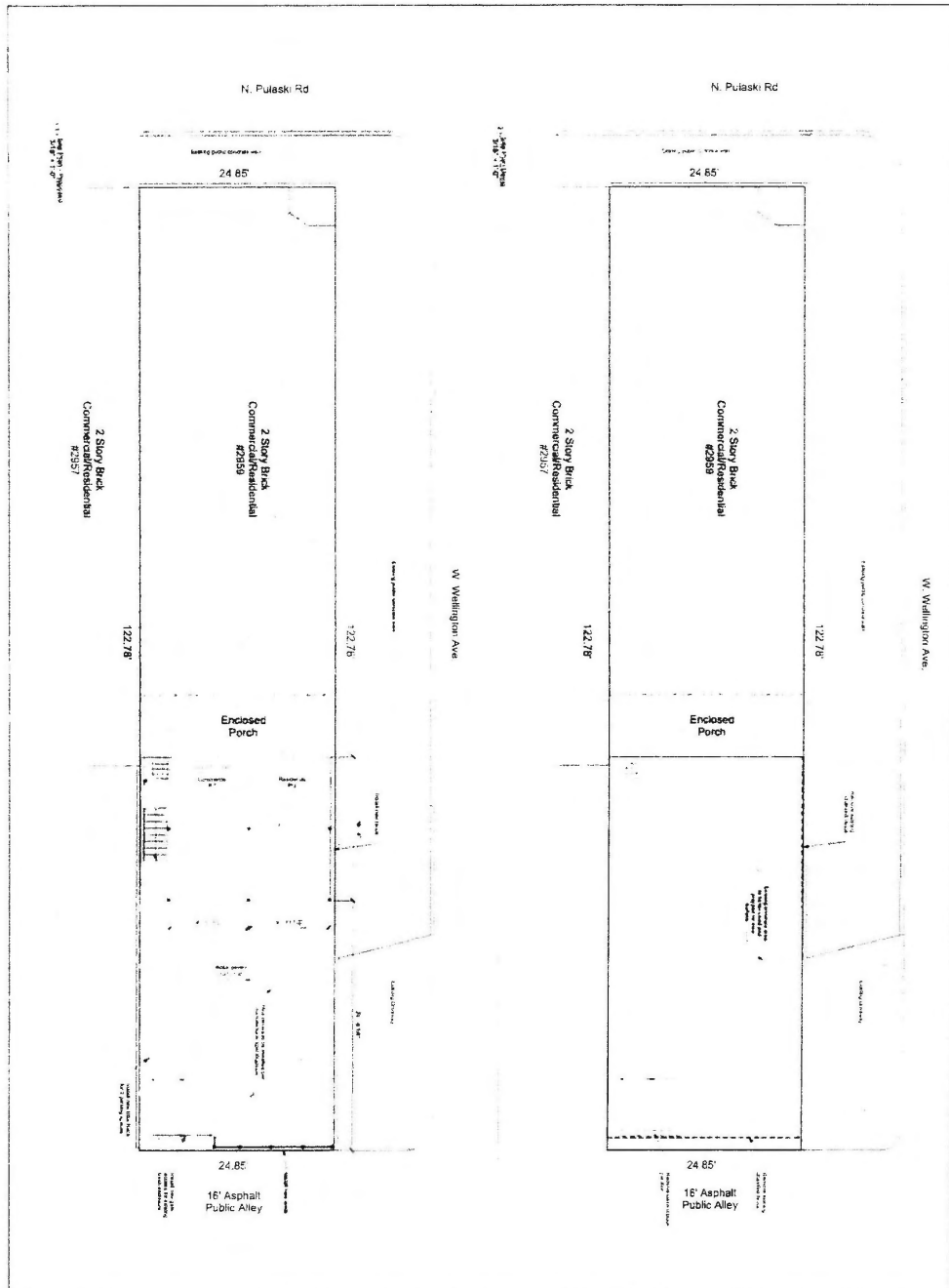
The following are the relevant zoning parameters for the proposed project:

Lot Area:	3,051 square feet								
Floor Area:	3,566 square feet								
Maximum FAR:	3.00								
Residential Dwelling Units:	2								
MLA Density:	1,525.5								
Height:	23'-10"								
Automobile Parking:	2*								
Bicycle parking	2								
Setbacks:	<table border="0" style="margin-left: 20px;"> <tr> <td>Front (West/ Pulaski Road):</td> <td>Zero</td> </tr> <tr> <td>North Side (Wellington Avenue):</td> <td>Zero**</td> </tr> <tr> <td>South Side:</td> <td>Zero**</td> </tr> <tr> <td>Rear (East/Alley):</td> <td>31' - 6 1/4"</td> </tr> </table>	Front (West/ Pulaski Road):	Zero	North Side (Wellington Avenue):	Zero**	South Side:	Zero**	Rear (East/Alley):	31' - 6 1/4"
Front (West/ Pulaski Road):	Zero								
North Side (Wellington Avenue):	Zero**								
South Side:	Zero**								
Rear (East/Alley):	31' - 6 1/4"								

A set of plans is attached.

* The Applicant will seek to provide 100% residential parking under 17-13-0300(D) for a TSL property

** No side yard setbacks are required in a C district



Site Plan

New Metal Deck
2955 N Pulaski Rd.
Chicago, IL 60641

Lot Winner
Name: [Redacted]
FID: [Redacted]

ODP
Official Development Permit

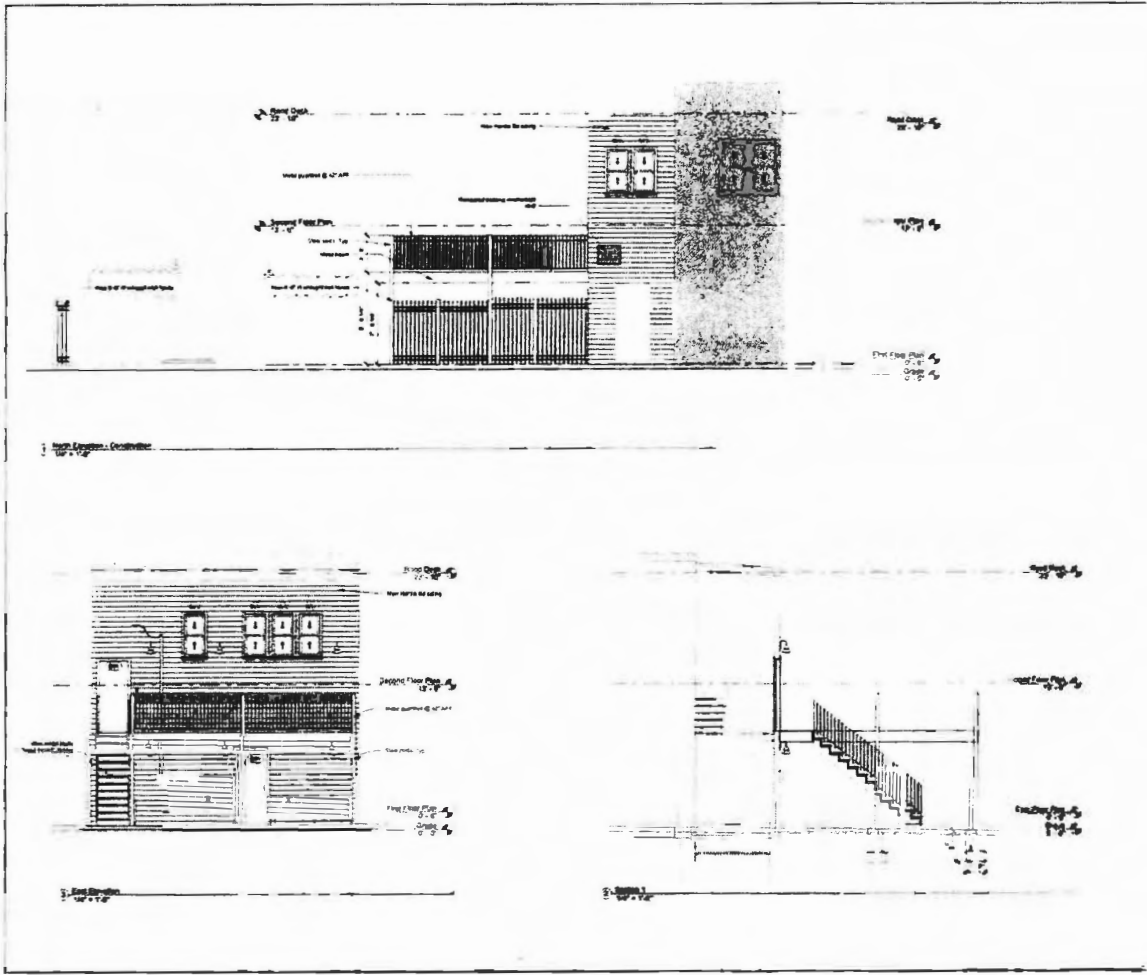
APPLICANT: [Redacted]
DATE: [Redacted]

PROJECT NUMBER: 2412

A001

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<p>Legend</p> <ul style="list-style-type: none"> 1. New Work 2. Existing Work 3. Demolition 4. Elevation 5. Section 6. Detail 7. Schedule 8. Notes 	<p>New Floor Plan General Notes</p> <ol style="list-style-type: none"> 1. All dimensions are in feet and inches. 2. All work shall be in accordance with the Chicago Building Code. 3. All work shall be in accordance with the Chicago Fire Code. 4. All work shall be in accordance with the Chicago Electrical Code. 5. All work shall be in accordance with the Chicago Mechanical Code. 6. All work shall be in accordance with the Chicago Plumbing Code. 7. All work shall be in accordance with the Chicago Gas Code. 8. All work shall be in accordance with the Chicago Fire Alarm Code. 9. All work shall be in accordance with the Chicago Fire Sprinkler Code. 10. All work shall be in accordance with the Chicago Fire Alarm and Signaling Code. 11. All work shall be in accordance with the Chicago Fire Alarm and Signaling Code. 12. All work shall be in accordance with the Chicago Fire Alarm and Signaling Code. 13. All work shall be in accordance with the Chicago Fire Alarm and Signaling Code. 14. All work shall be in accordance with the Chicago Fire Alarm and Signaling Code. 15. All work shall be in accordance with the Chicago Fire Alarm and Signaling Code. 																
<p>Door Schedule</p> <table border="1"> <thead> <tr> <th>Door Type</th> <th>Material</th> <th>Finish</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>1 1/2" Solid Core</td> <td>Paint</td> <td>See Detail A</td> </tr> </tbody> </table>	Door Type	Material	Finish	Notes	A	1 1/2" Solid Core	Paint	See Detail A	<p>Window Schedule</p> <table border="1"> <thead> <tr> <th>Window Type</th> <th>Material</th> <th>Finish</th> <th>Notes</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>1 1/2" Double Hung</td> <td>Paint</td> <td>See Detail A</td> </tr> </tbody> </table>	Window Type	Material	Finish	Notes	A	1 1/2" Double Hung	Paint	See Detail A
Door Type	Material	Finish	Notes														
A	1 1/2" Solid Core	Paint	See Detail A														
Window Type	Material	Finish	Notes														
A	1 1/2" Double Hung	Paint	See Detail A														
<p>1st Floor Plan</p>	<p>2nd Floor Plan</p>																
<p>Construction Floor Plans</p> <p>New Metal Deck 2959 N Pulaski Rd. Chicago, IL 60641</p> <p>ODP Office of Design & Planning 111 N. LaSalle St. Chicago, IL 60602</p> <p>Loti Winibar 111 N. LaSalle St. Chicago, IL 60602</p> <p>A100</p> <p>FINAL FOR PUBLICATION</p>																	



FINAL FOR PUBLICATION

Reclassification Of Area Shown On Map No. 8-F.
(Application No. 22719)
(Common Address: 3649 S. Emerald Ave.)

[O2025-0016529]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 8-F in the area bounded by:

a line 119 feet north of and parallel to West 37th Street; the public alley next east of and parallel to South Emerald Avenue; a line 95 feet north of and parallel to West 37th Street; and South Emerald Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.
(Application No. 22714T1)
(Common Address: 1244 W. Roscoe St.)

[O2025-0016469]

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 RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District symbols as shown on Map Number 9-G in the area bounded by:

the public alley next north of and parallel to West Roscoe Street; a line 150 feet east of and parallel to North Lakewood Avenue; West Roscoe Street; and a line 120 feet east of and parallel to North Lakewood Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Ordinance Requirements and Proposed Zoning/Building; Proposed Basement, First, Second and Third Floor Plans; Proposed Roof Plan; Proposed Roof Access Roof Plan; and Proposed North (Rear), South (Front), East (Side) and West (Side) Building Elevations attached to this ordinance printed on pages 28767 through 28778 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR
1244 WEST ROSCOE STREET, CHICAGO**

The subject property is currently improved with a 2-story residential building with two dwelling units on the first and second floor, and a nonconforming dwelling unit in the basement. The Applicants need a zoning change to comply with the standards and the bulk requirements of the RT4 District to build a third story addition to the existing building, which will be duplexed with the second-floor unit, and to allow the existing dwelling unit in the basement to continue, for a total of 3 dwelling units within the existing building.

Project Description:	Zoning Change from an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District to an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.
Use:	3-Story Residential Building with 3 Dwelling Units
Lot Area:	30' x 99.5' = 2,986.80 SF (recorded measurements)
Floor Area Ratio:	1.243 (with 15% variation – see optional relief below)
Floor Area:	3,713.13 SF (see plans attached)
Density:	995 SF per DU Unit (with MLA variation – see optional relief below)
Parking:	Existing 3 car garage
Setbacks:	Front: 14.57' existing / 2 nd story addition will be setback 18.15' Existing east side setbacks: 0.55' / 3 rd floor addition: 3.8' east side setback Existing west side setback: 3.03' / 3 rd floor addition: 3.03' west side setback Existing Rear: 29.30' Rear Yard Open Space: 267 SF (See optional relief below)
Building Height:	33'-4" to the highest point of the underside of the top floor's ceiling joist.

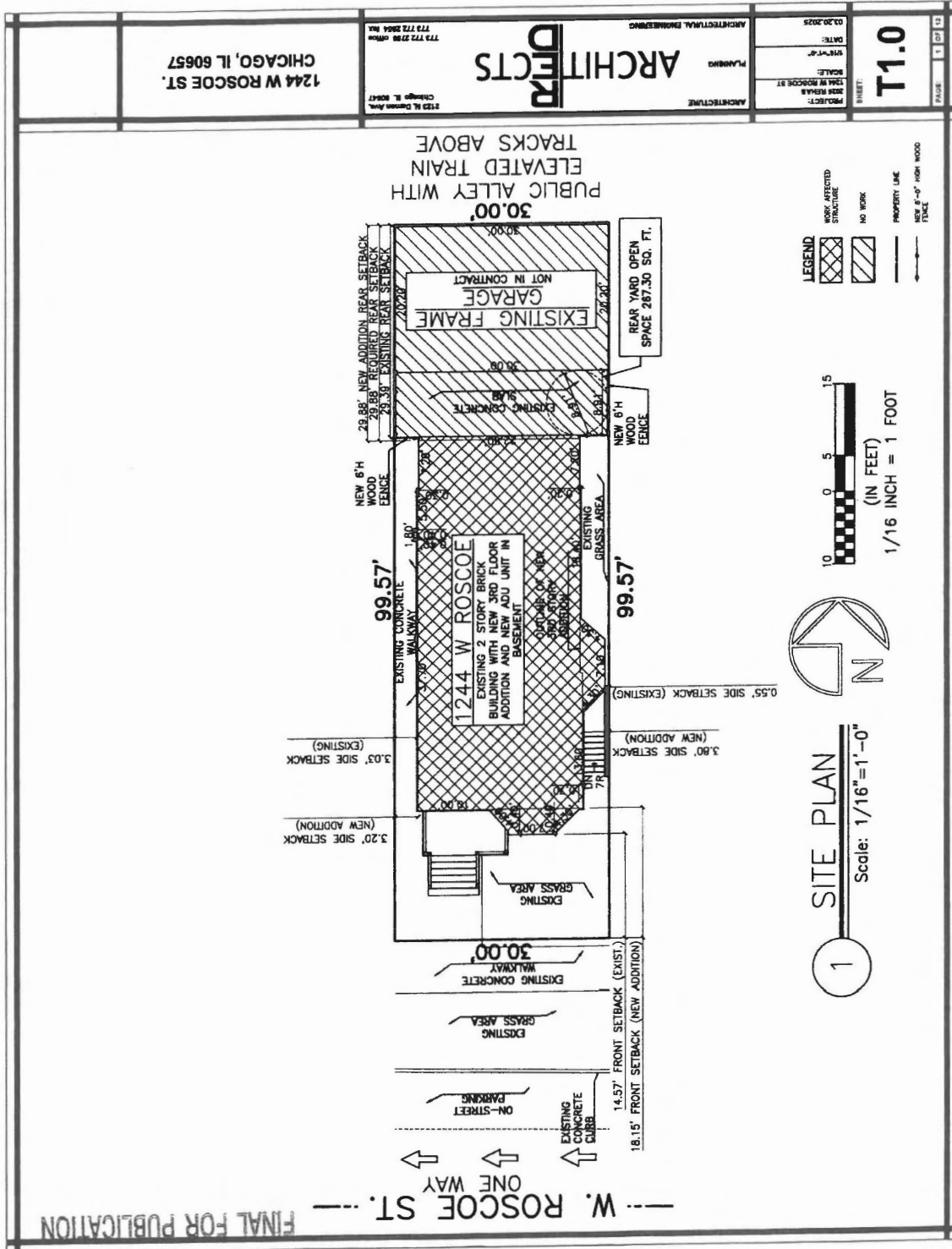
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I. Optional Relief for Adjustment and Variation under Section 17-13-0303-D – a Type 1 map amendment pursuant to Section 17-13-0300, may include relief available pursuant to Section 17-13-1000 or 17-13-1100; in such instances, City Council approval 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:

- 1) Due to the substandard depth of the lot (the lot is 25' shorter than a standard lot, as defined in the Ordinance), the Applicants are requesting a Variation under *Section 17-13-1101-R* to reduce the Minimum Lot Area per Dwelling Unit requirements of *Section 17-2-0303 Lot Area per Unit (Density)*, from 3,000 SF required to existing 2,986.80 SF (995 SF per DU).
- 2) Due to the substandard depth of the lot (the lot is 25' shorter than a standard lot, as defined in the Ordinance), Variation under *Section 17-13-1101-G* to increase the allowable Floor Area by an amount not to exceed 15% of the floor area in existence 50 years before the date this application is filed.
- 3) Since the proposed addition will follow the existing non-conforming setbacks, a Variation under *Section 17-13-1101-B* from setback regulations of *Section 17-2-0309 Side Setbacks*, to reduce the required combined side setbacks from 6' to 3.58' existing and a Variation from *Section 17-2-0306 Rear Setbacks*, to reduce the rear setback from 29.88' required to 29.30' existing.
- 4) Due to the substandard depth of the lot and the location of the existing non-conforming improvements, an Administrative Adjustment under *17-13-1003-K*, from *Section 17-2-0307 Rear Yard Open Space* to reduce the required Rear Yard Open Space from 195 SF with 12' diameter required to 267.30 SF existing with 8.91' diameter.

With this request, the Applicant states the following:

- (A) Strict compliance with the regulations and standards of this Zoning Ordinance would create practical difficulties and hardships for the subject property, since the subject property is a substandard lot (with the lot depth of only 99.57 feet, which is 25.43 feet shorter than a standard lot in the city) and also already improved with an older non-conforming residential building, which the Applicants intend to preserve and maintain.
- (B) The requested variations are consistent with the stated purpose and intent of this Zoning Ordinance since this proposed redevelopment and corresponding variation relief is compatible with the existing land use pattern within the subject neighborhood, it preserves an existing historic building, and it will provide additional sustainable housing options for the community.
- (C) Evidence of Practical Difficulties or Particular Hardship is as follows:
 - Since this property is a substandard lot, already improved with an existing non-conforming multi-unit residential building, the property in question cannot yield a reasonable return if permitted to be used only in accordance with the strict MLA, FAR, RYOS and Setback standards of this Zoning Ordinance.
 - The practical difficulties or particular hardships are due to unique circumstances and are not generally applicable to other similarly situated properties. The property is uniquely located, with CTA train tracks running along the rear of the property. The proposed improvements preserve the existing historic setbacks, so they will not adversely affect light or air to adjacent properties. This short lot with a depth of only 99.57 feet faces site planning hardships which would not be present if this lot had a standard lot depth of 125 feet.
 - These variations will not alter the essential character of the neighborhood, since they follow the existing land use pattern on the block.



ORDINANCE REQUIREMENTS		PROPOSED ZONING/BUILDING
ZONING	RT-3.5	RT-4
LOT AREA	99.57'x30.00' = 2,987.10 SQ.FT. <u>SEEKING ZONING CHANGE TO RT-4 AND 15% INCREASE TO EXISTING FAR.</u>	99.57'x30.00' = 2,987.10 SQ.FT.
F.A.R.	EXISTING FAR (EXISTING REAR PORCH NOT COUNTED): 2,214.8 SQ.FT. 2,214.8 SQ.FT. x 15% = 332.22 SQ.FT. 2,987.10 X 1.20 = 3,584.52 SQ.FT. + 332.22 SQ.FT = 3,916.74 SQ.FT.	BASEMENT (NOT COUNTED) = 1,269.40 S.F. FIRST FLOOR = 1,269.40 S.F. SECOND FLOOR = 1,269.40 S.F. THIRD FLOOR = 1,174.33 S.F. TOTAL = 3,713.13 S.F.
BUILDING HEIGHT	35'-0"	33'-4"
SETBACKS	FRONT: = 12% = 11.95' REAR: = 30% = 29.88' SIDE: COMBINED 20% = 6.00' MIN. 2.40'	EXISTING FRONT: 14.57' REAR: 29.39' SIDE: 3.03' (WEST) 0.55' (EAST) 3.57' (TOTAL) NEW ADDITION FRONT: 18.15' REAR: 29.88' SIDE: 3.20' (WEST) 3.80' (EAST) 7.00' (TOTAL)
R.Y.O.S.	3 D.U. = 3 x 65 SF = 195 SQ.FT. MIN. 12'φ	267.30' (EXISTING) 8.91'φ (EXISTING)

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1244 W ROSCOE ST.
CHICAGO, IL 60657

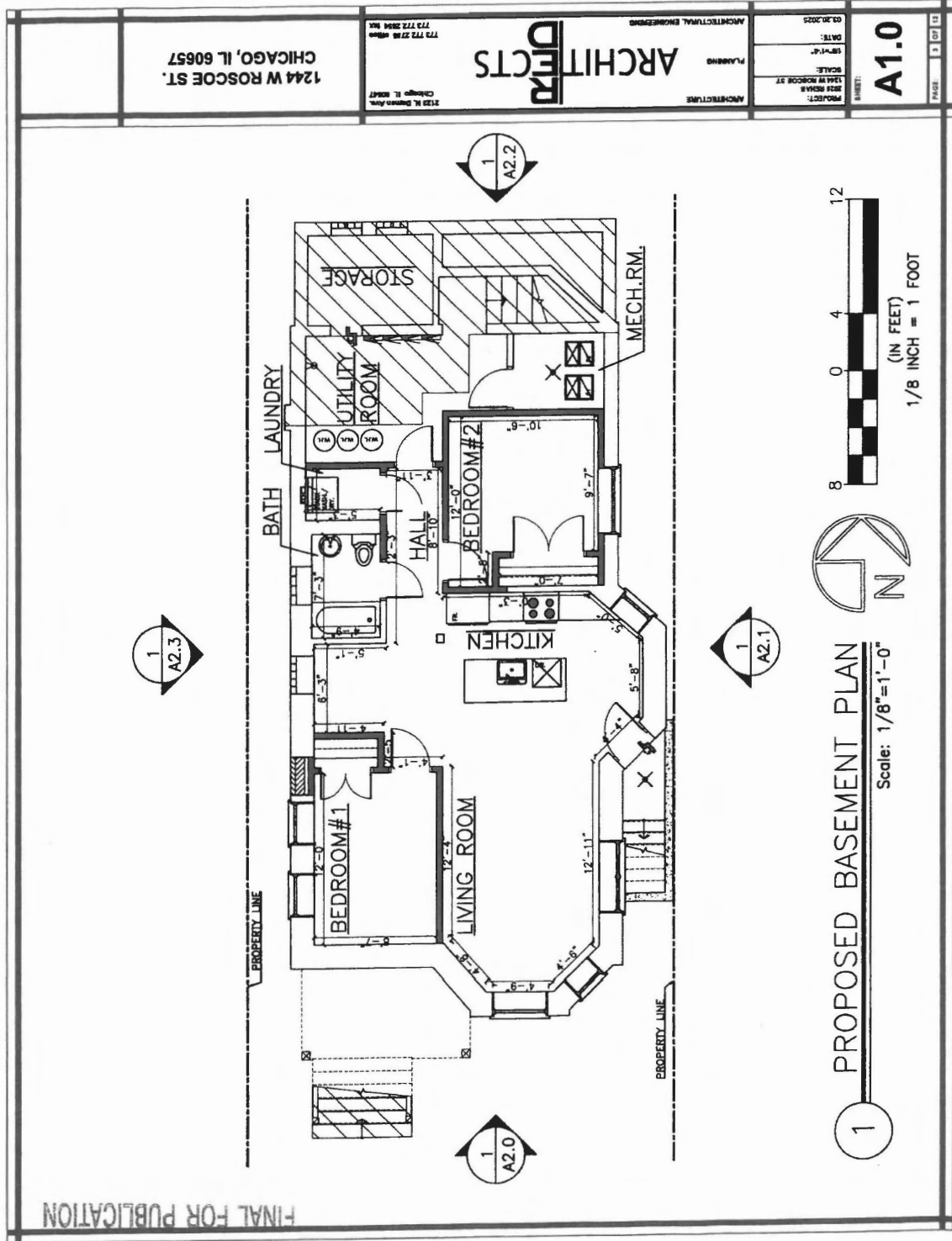
2123 N. CHICAGO AVE.
CHICAGO, IL 60647
773 772 2868 FAX
773 772 2868

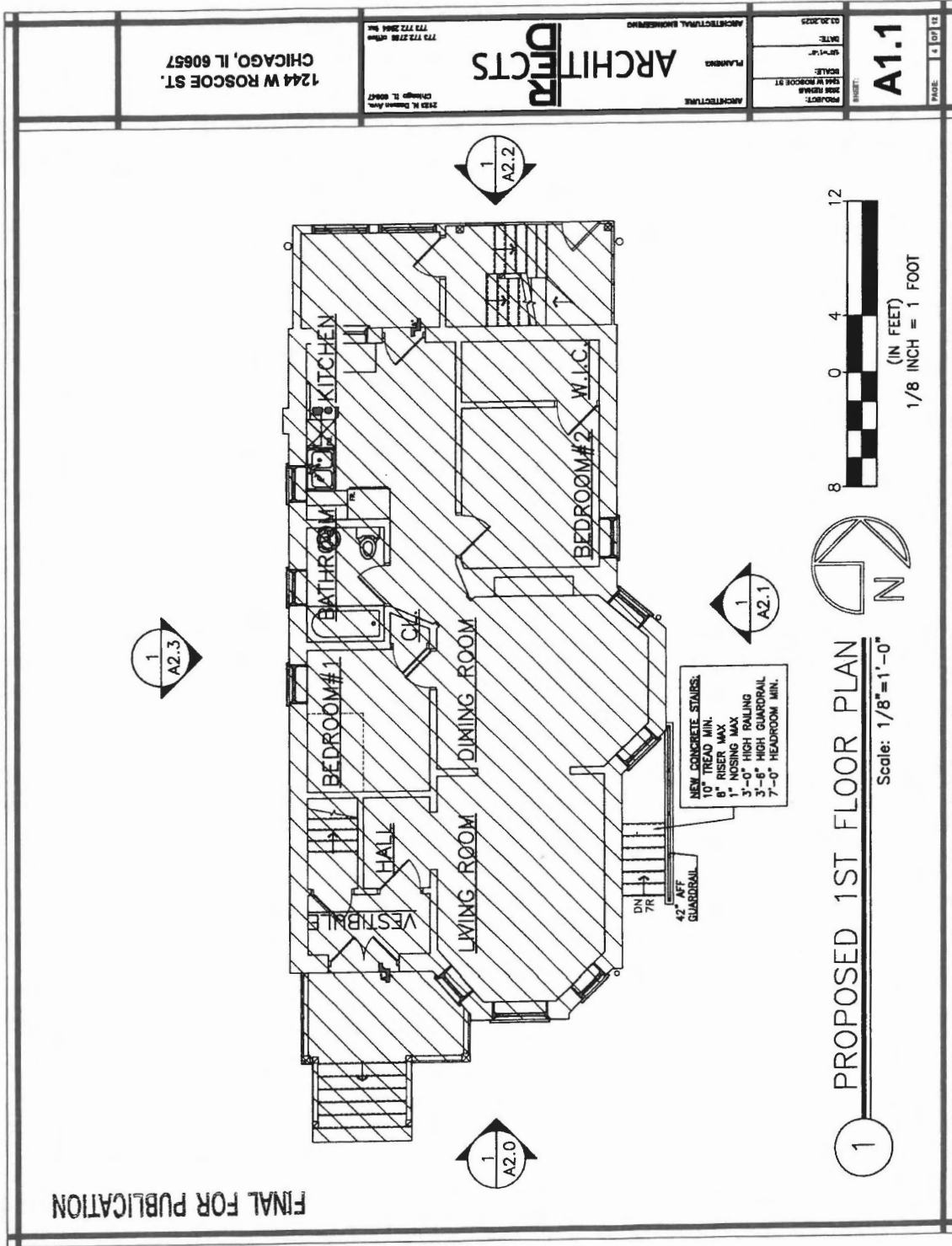
ARCHITECTS
ARCHITECTURAL ENGINEERING

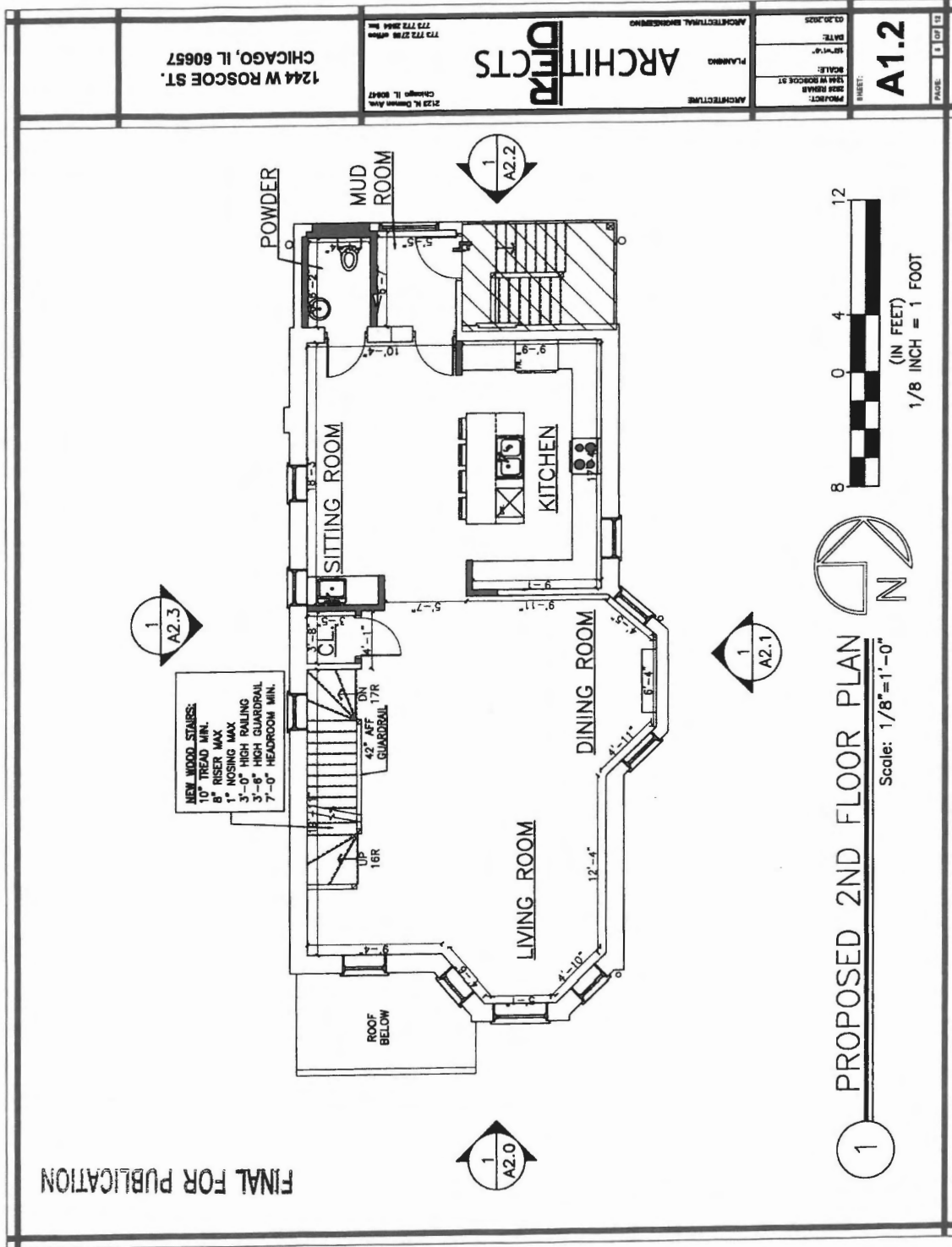
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SCALE: 1/8" = 1'-0"
DATE: 05.20.2025

T1.0

PAGE: 1 OF 12





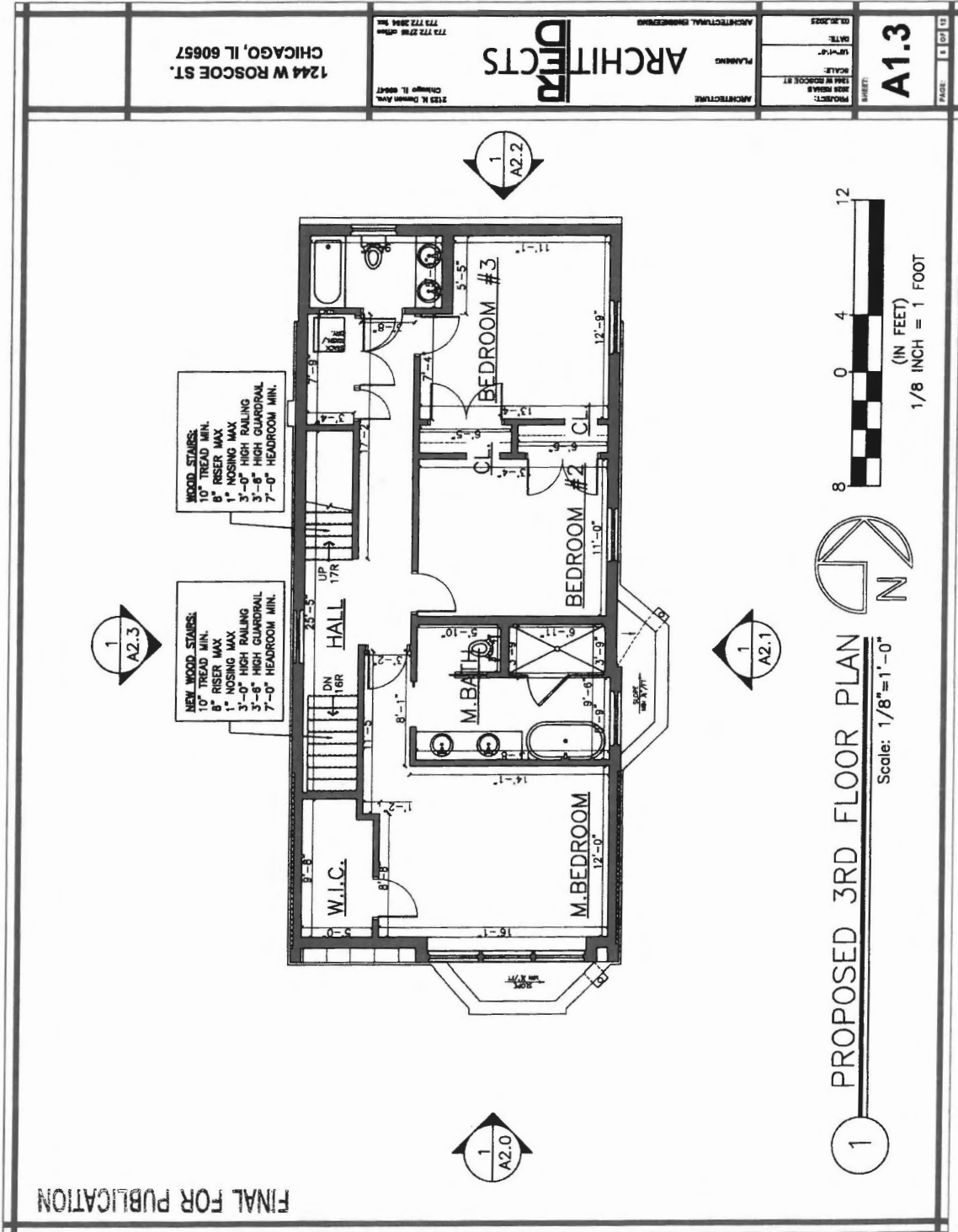


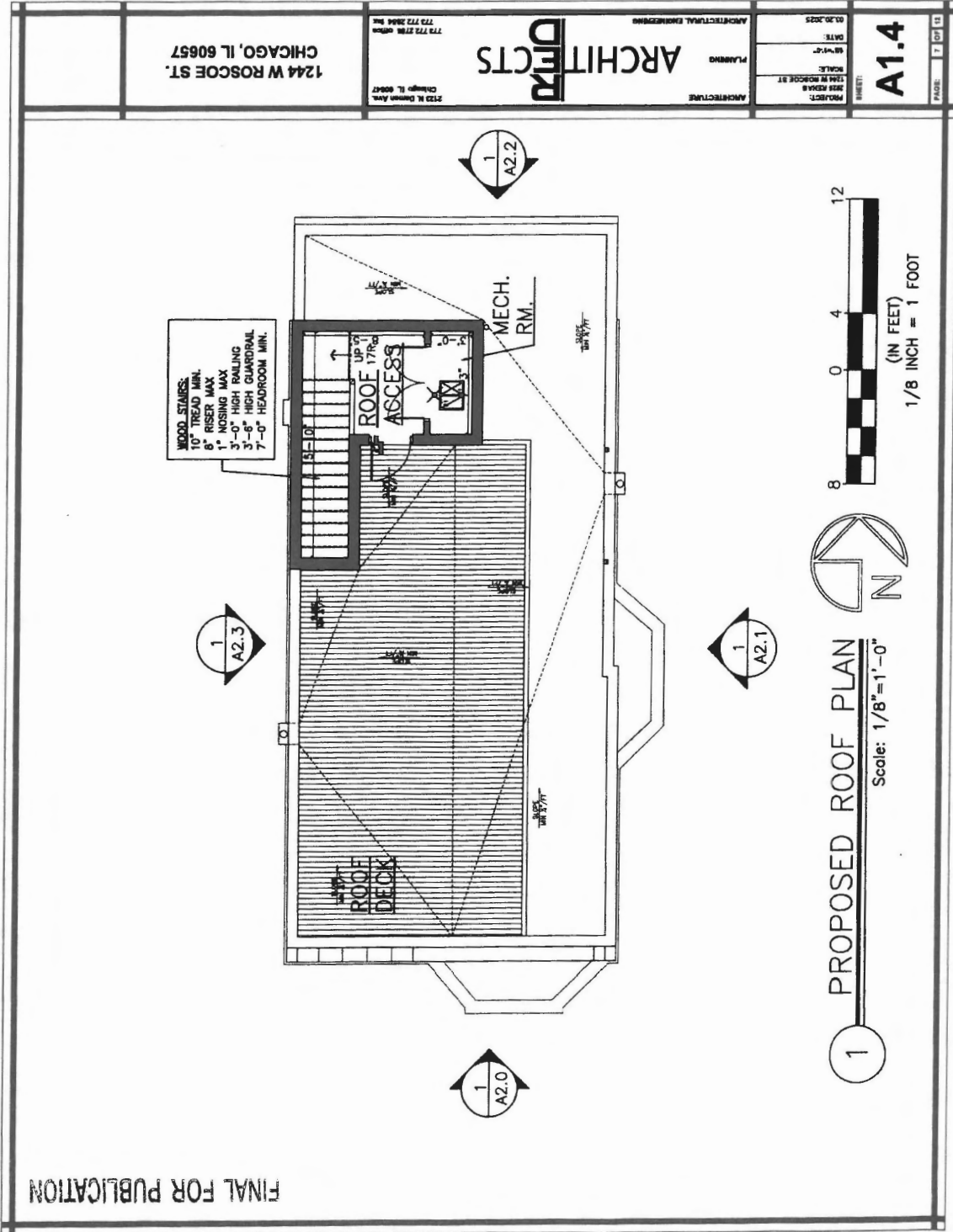
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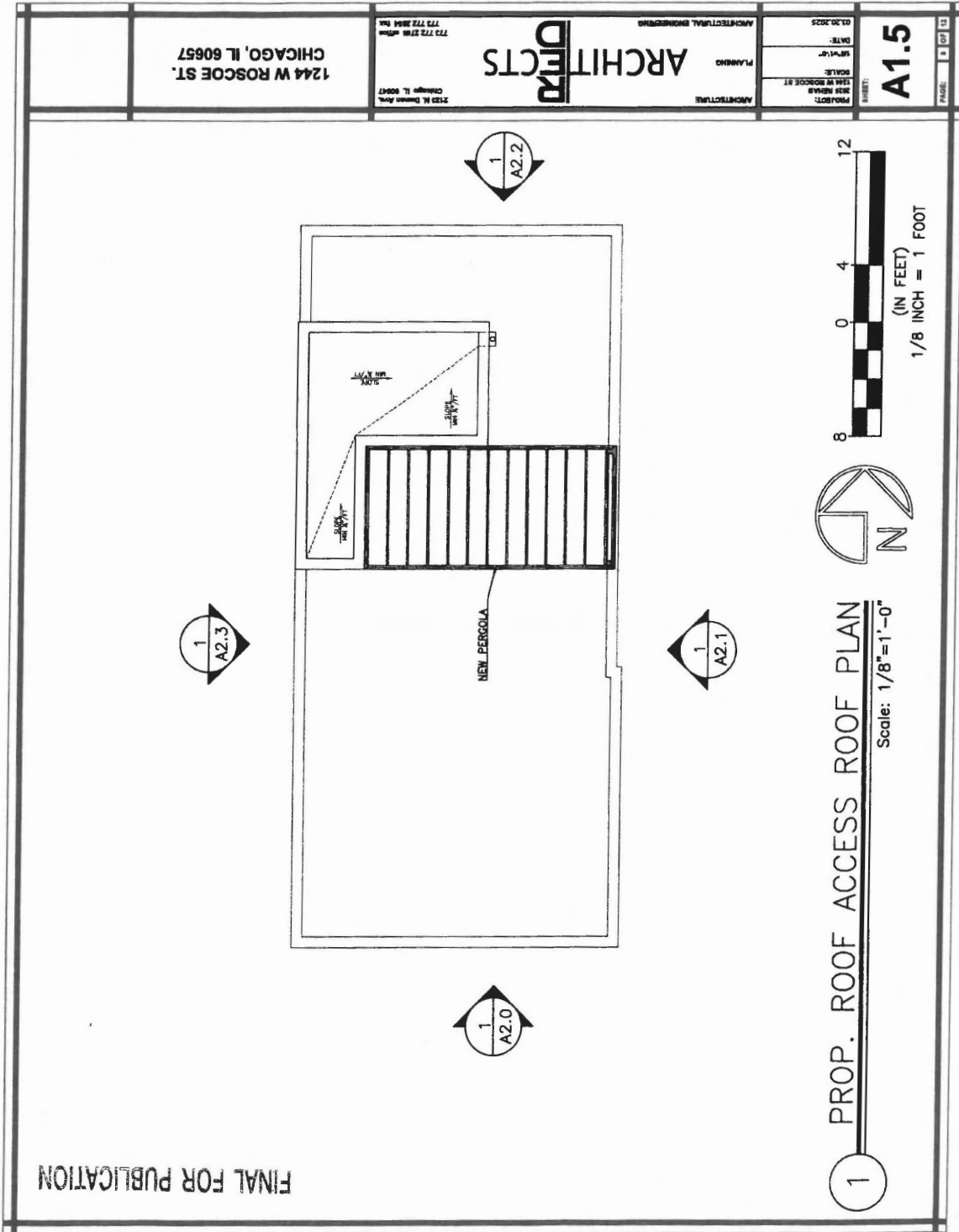
1244 W ROSCOE ST.
CHICAGO, IL 60657

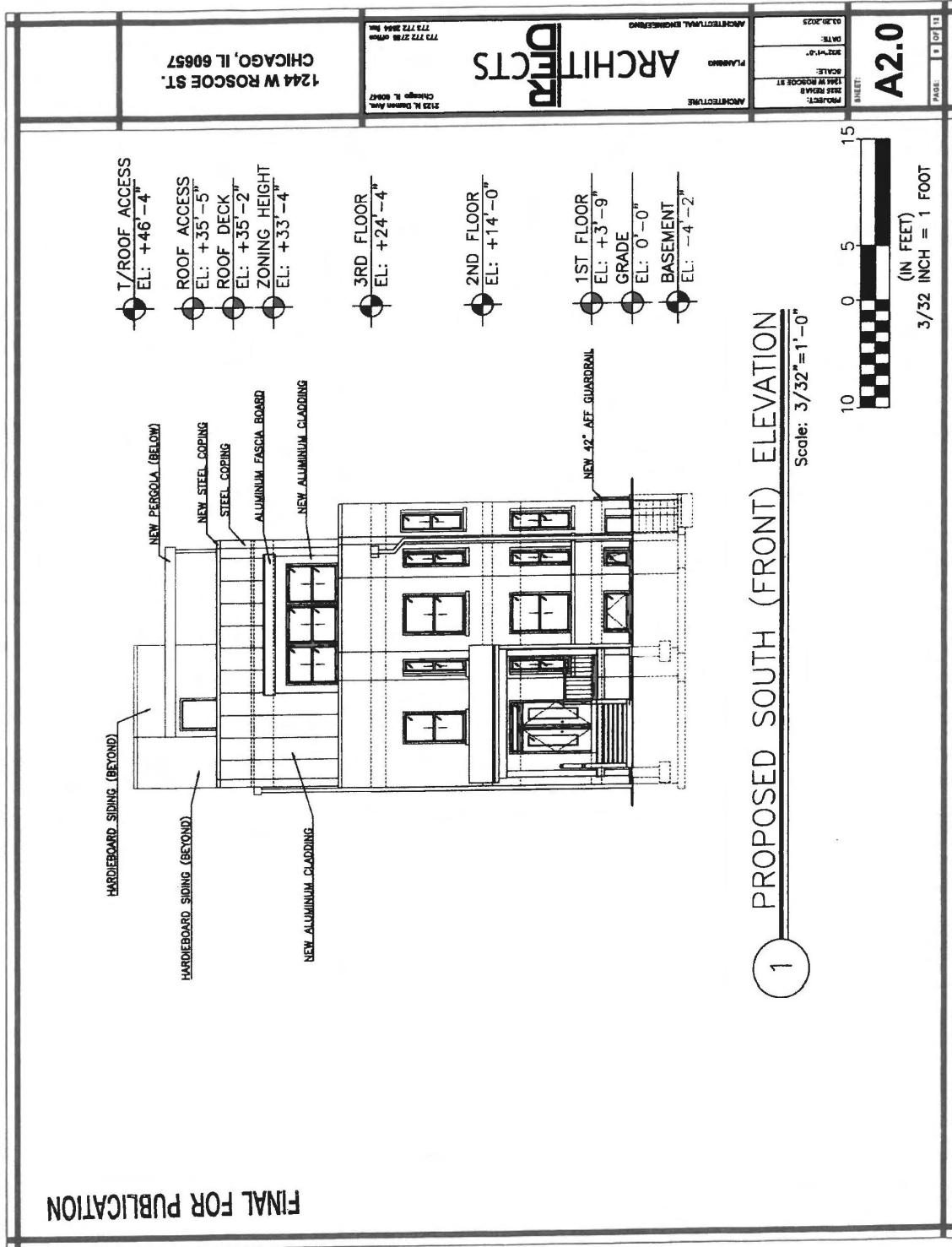
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ARCHITECTURAL ENGINEERING

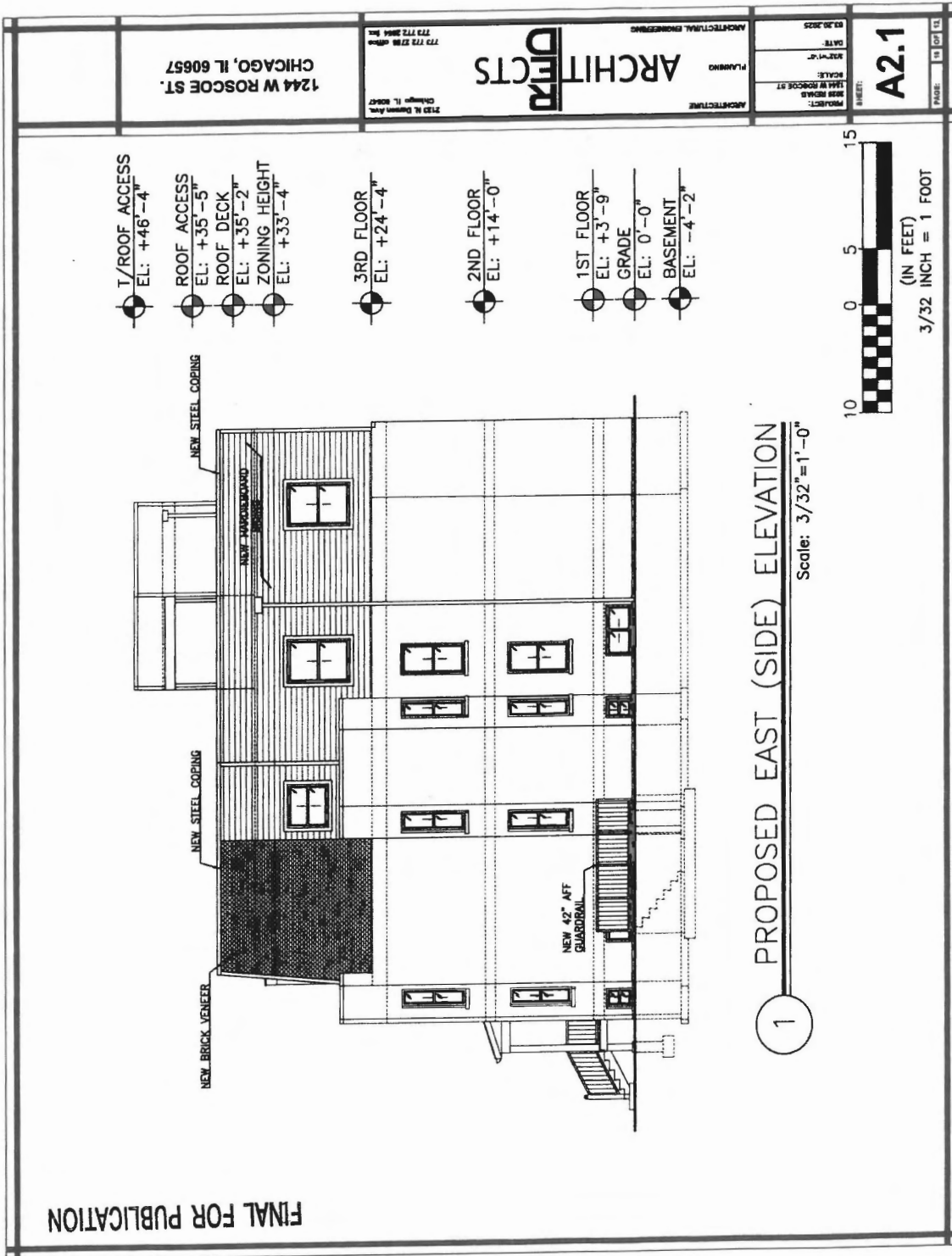
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 SHEET: A1.2
 PAGE: 1 OF 12

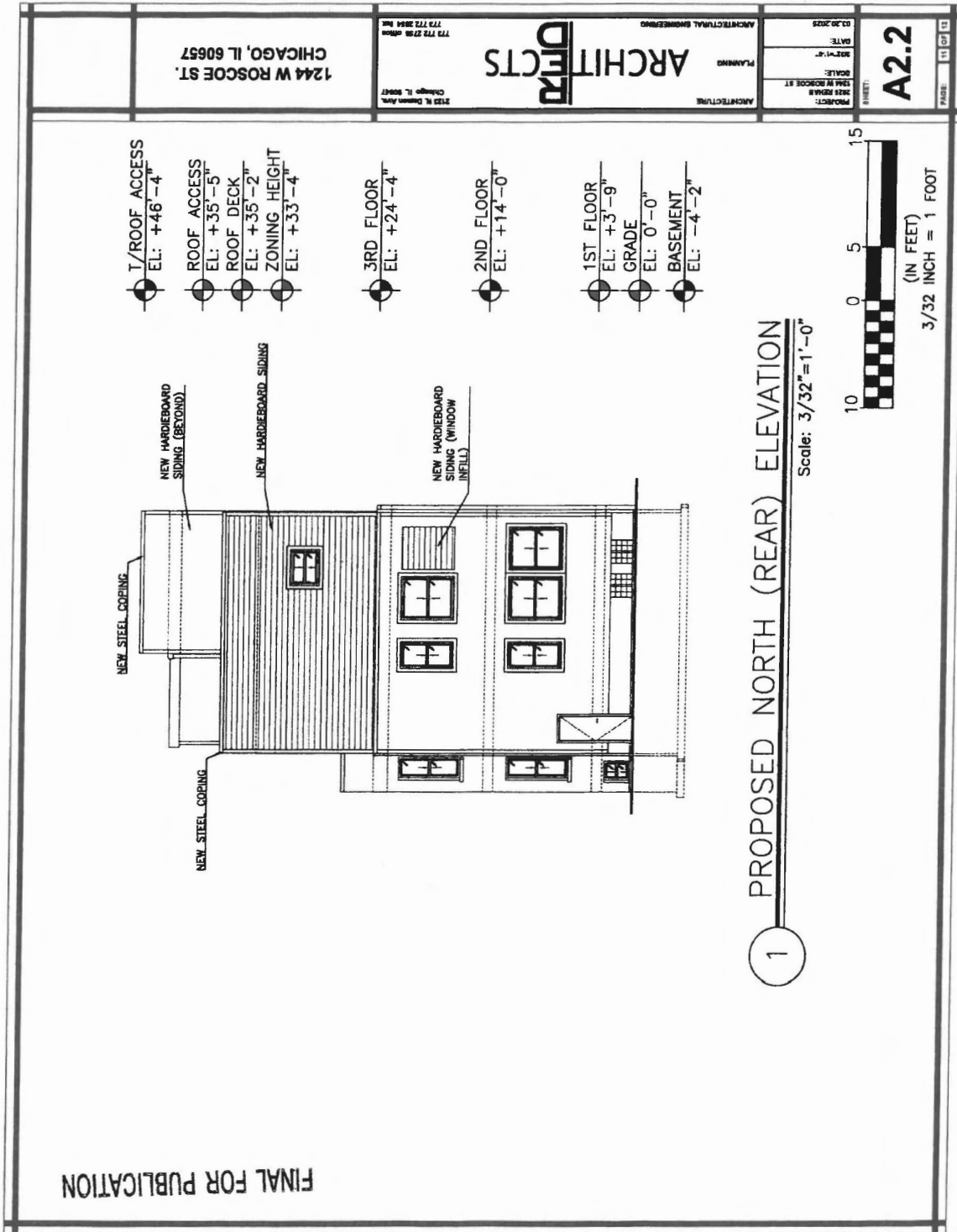












FINAL FOR PUBLICATION

1244 W ROSCOE ST.
CHICAGO, IL 60657

3123 N. CLAYTON AVE.
CHICAGO, IL 60647
773 772 2824
773 772 2824 FAX

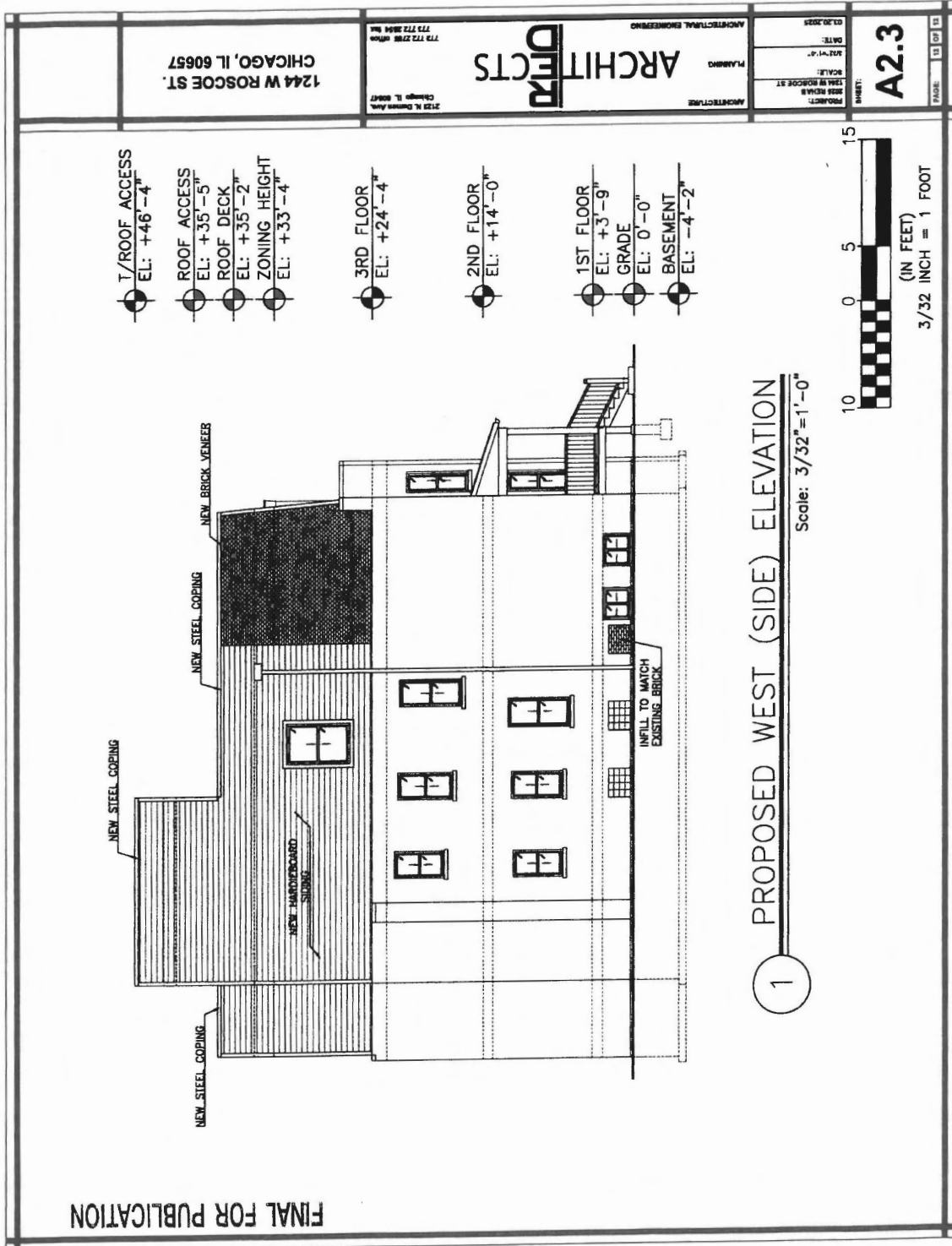
ARCHITECTS
ARCHITECTURAL ENGINEERING

ARCHITECTURE
PLANNING

PROJECT:
1244 W ROSCOE ST
2ND FLOOR
DATE:
03.20.2025

SHEET:
A2.2

PAGE: 11 OF 13



Reclassification Of Area Shown On Map No. 9-I.

(Application No. 22736T1)

(Common Address: 3238 N. Elston Ave.)

[O2025-0016705]

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

SECTION 1. Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 9-I in the area bounded by:

a line 75 feet north of and parallel to the public alley; a line 76.66 feet southeast of and parallel to North Francisco Avenue; North Elston Avenue; a line 101.66 feet southeast of and parallel to North Francisco Avenue; a line 50 feet north of and parallel to the public alley; and North Francisco Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Photos from Elston and Francisco Avenues;
Ground and Level Two Plans; and Building
Elevations attached to this ordinance
printed on pages 28781
through 28787 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 – 3238 North Elston Avenue, Chicago, IL

Proposed Zoning: RM-4.5 Residential Multi-Unit District

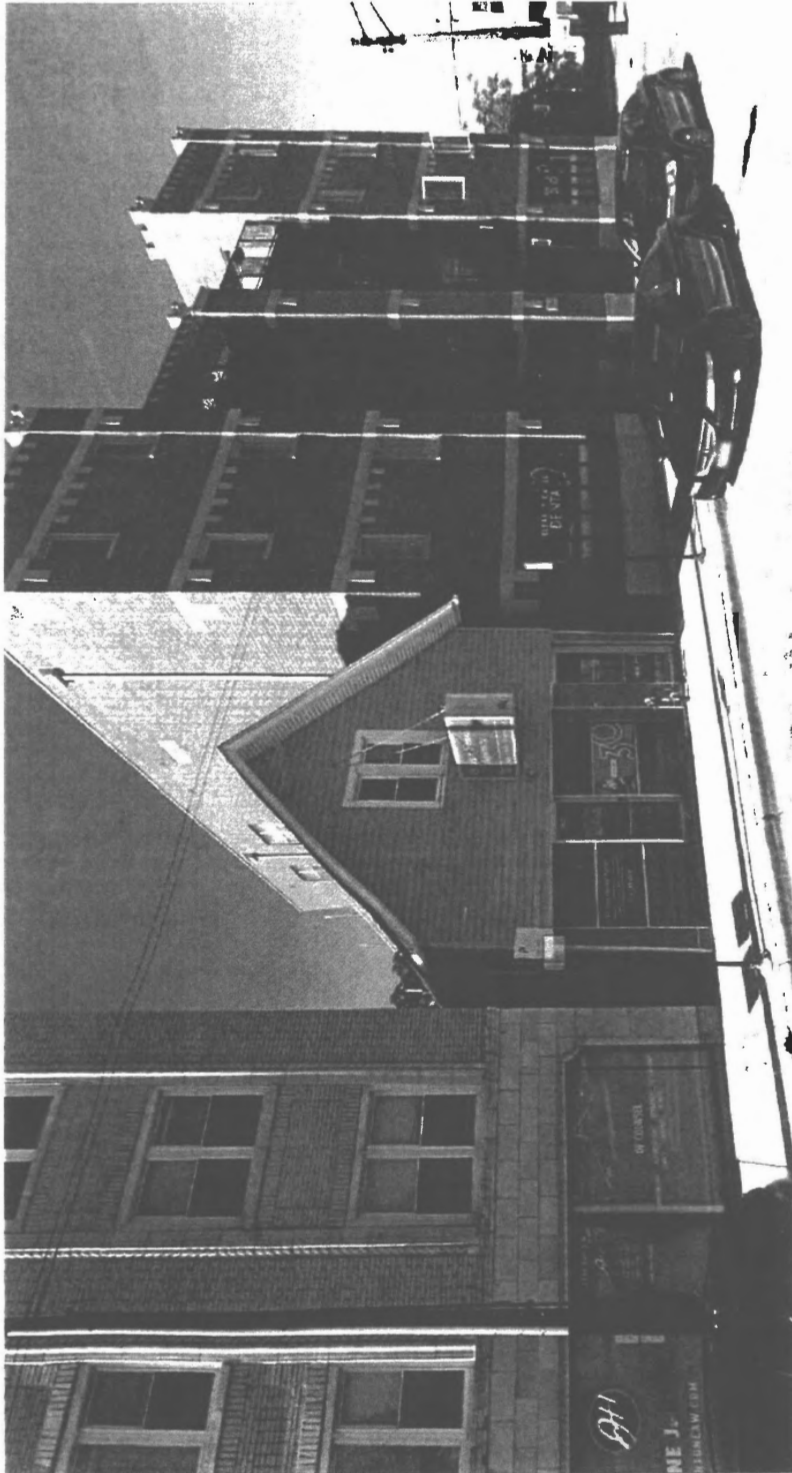
Lot Area: 3,820 sq. ft.

Proposed Land Use: The Applicant is seeking a zoning change to permit the conversion of the ground floor retail unit to a residential unit within the existing two-story principal building and to permit the construction of a new two-story coach house (Additional Dwelling Unit) with (2) off-street parking spaces at grade and one (1) residential unit above. Pursuant to Sec. 17-13-0303-D optional Administrative Adjustment and Variation and pursuant to Sec. 17-13-1101-B of the Chicago Zoning Ordinance, the Applicant is seeking to reduce the front setback on N. Francisco Ave. from 15 ft. to 7 ft.-8 inches. The subject property is a through lot with frontages on both N. Elston Ave. and N. Francisco Ave.

- (A) The Project's Floor Area Ratio: 2,938 square feet (0.77 FAR)
- (B) The Project's Density (Minimum Lot Area Per D.U.): 1,273.33 square feet per D.U.
(3 residential units)
- (C) The amount of off-street parking: 2 parking spaces
- (D) Setbacks:
 - a. Front Setback from N. Elston Ave.: 0 ft. (existing, no change)
Front Setback from N. Francisco Ave.: 7 ft.-8 inches
 - b. Side Setbacks:
 - i. Principal Building: North Side – 0.58 ft. (existing)
South Side – 2.54 ft. (existing)
 - ii. ADU Coach House: North Side – zero
South Side – 3 ft.
 - c. Rear Setback: Refer to a., above. The subject property is a through lot with frontages on both N. Elston Ave. and N. Francisco Ave.

*Pursuant to Sec. 17-13-1101-B, the Applicant is seeking to reduce the front setback on the subject lot's North Francisco Ave. frontage from 15 ft. to 7 ft.-8 inches.
- (E) Building Heights:
 - a. Principal Building: 21 ft.
 - b. ADU Coach House: 20 ft.

FINAL FOR PUBLICATION



SITE PHOTO FROM ELSTON

ZONING
 3238 N ELSTON AVE.
 CHICAGO, IL

09/16/2024
 24006
 CSH

HANSON | MPG
 ARCHITECTURE & PLANNING

1

FINAL FOR PUBLICATION



SITE PHOTO FROM FRANCISCO

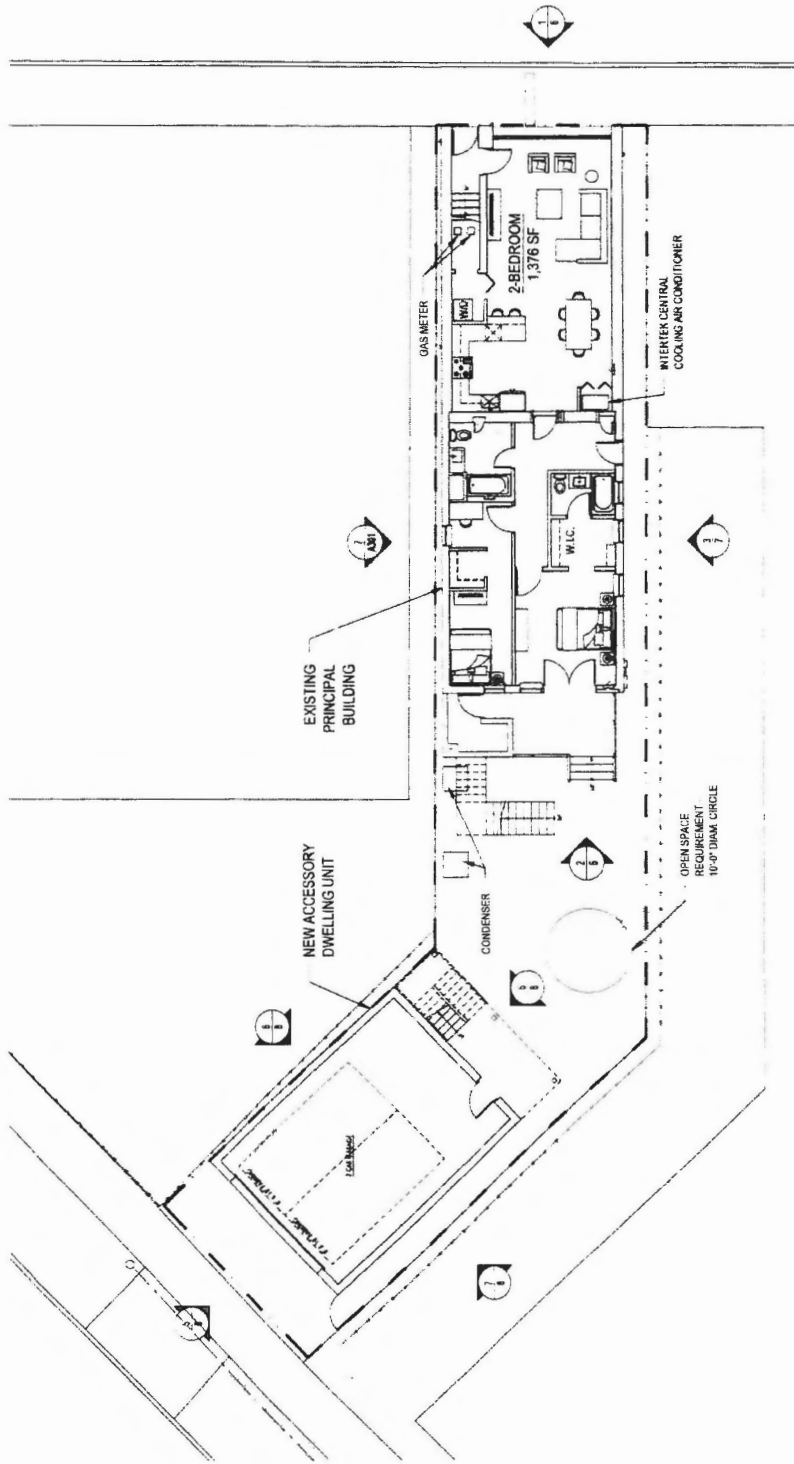
ZONING
 3238 N ELSTON AVE.
 CHICAGO, IL

09/16/2024
 24006
 CBH

Hirsch | MPG

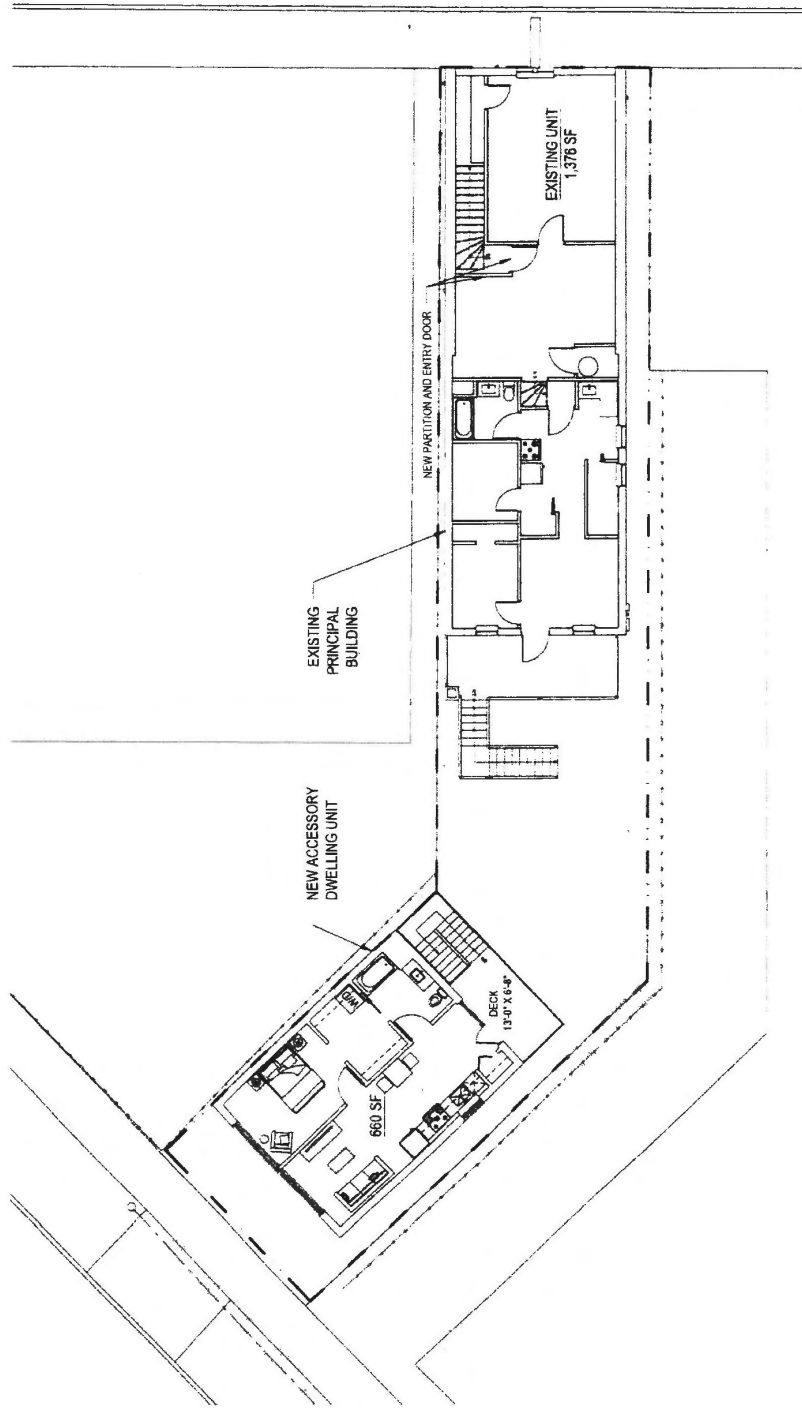
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FINAL FOR PUBLICATION



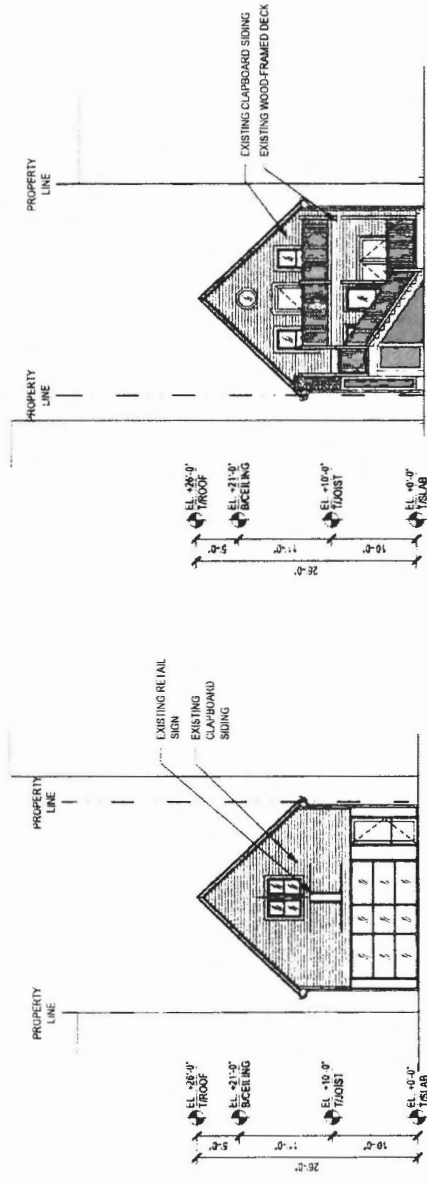
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FINAL FOR PUBLICATION



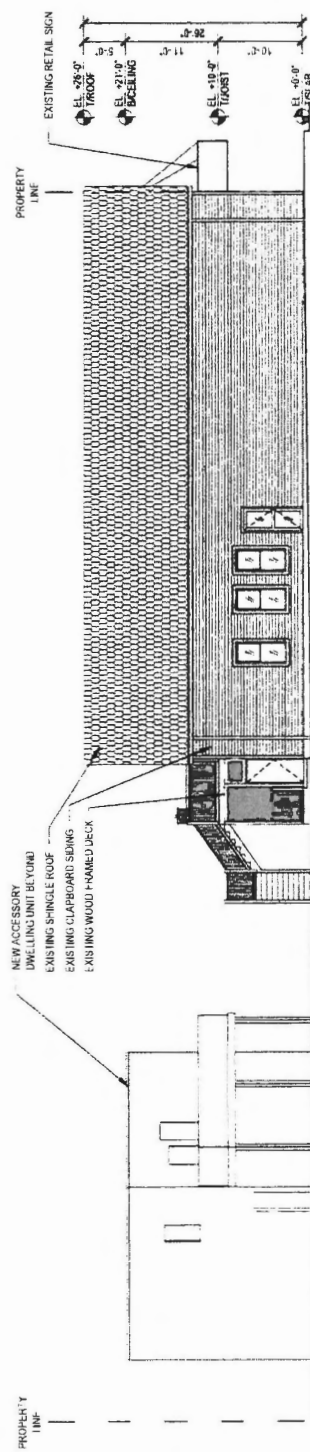
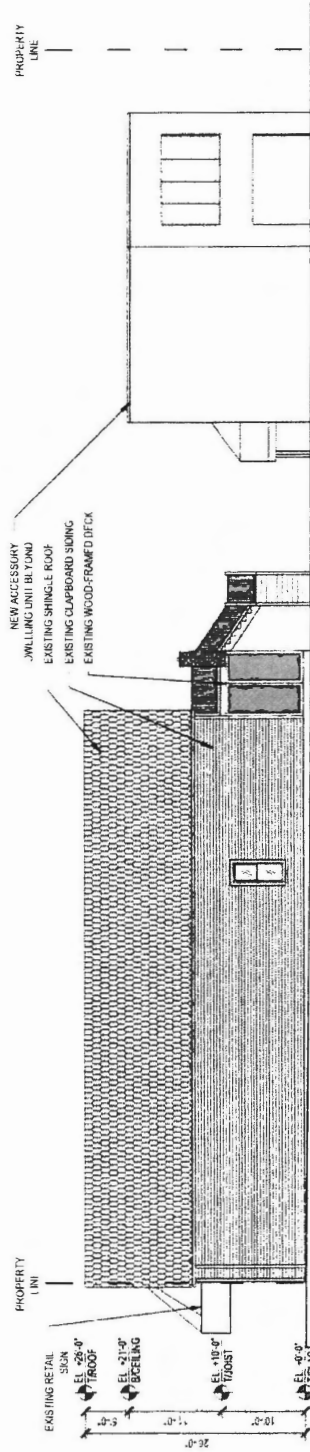
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FINAL FOR PUBLICATION



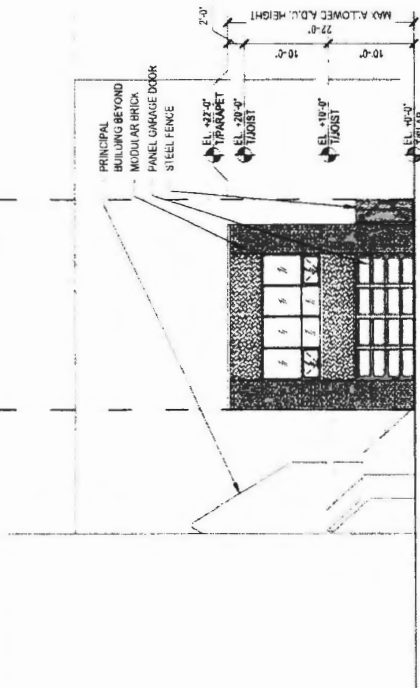
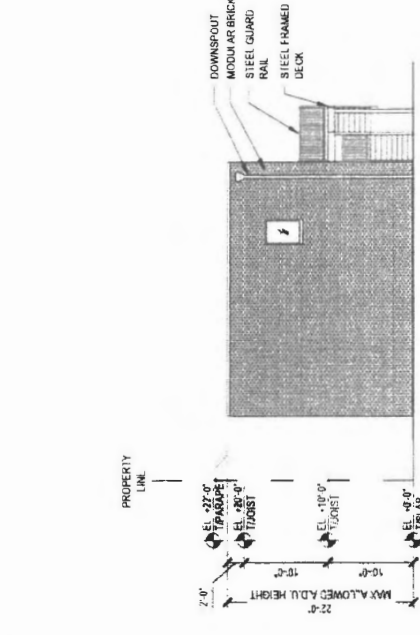
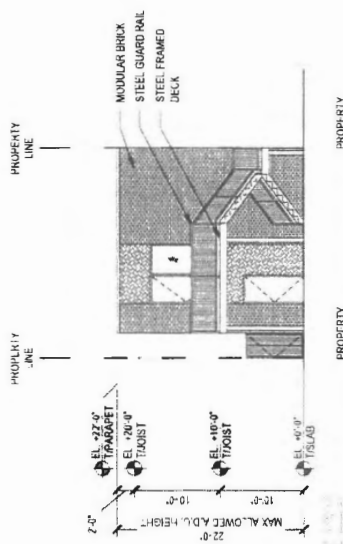
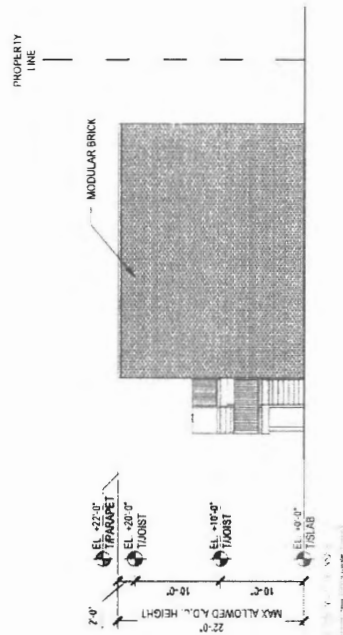
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FINAL FOR PUBLICATION



MPG

FINAL FOR PUBLICATION



MPG

Reclassification Of Area Shown On Map No. 9-N.

(As Amended)

(Application No. 22713T1)

(Common Address: 3362 N. Narragansett Ave.)

[SO2025-0016468]

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 9-N in the area bounded by:

West Roscoe Street; North Narragansett Avenue; a line 50.15 feet south of and parallel to West Roscoe Street; and the public alley next west of and parallel to North Narragansett Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Zoning Matrix; Proposed Basement,
First and Second Floor Plans; and
Proposed Building Elevations
attached to this ordinance
printed on pages 28792
through 28799 of
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

Application Number: 22713-T1

**SUBSTITUTE NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR
3362 NORTH NARRAGANSETT AVE., CHICAGO**

The subject property is improved with a two-story mixed-use building with an existing commercial unit on the ground floor (currently vacant) and 3 dwelling units (ground floor rear and upper floor front and rear). The Applicant is proposing to rehab the existing building, build an upper story addition (front portion of the building) and establish a barber shop and a coffee shop on the ground floor front and second floor. Only 2 of the existing dwelling units will remain (ground floor rear and second floor rear). The property never had any on-site parking.

Project Description:	Zoning Change from an RS2 Residential Single-Unit (Detached House) District to a C1-1 Neighborhood Commercial District.
Use:	Mixed-use building with commercial units (ground floor front and second floor front) and 2 dwelling units (ground floor rear and second floor rear)
Lot Area:	50.15' x 123.35' = 6,186 SF (recorded measurements)
Floor Area Ratio:	1.11
Floor Area:	6,839.67 SF
Density:	3,093 Square Feet per DU Unit
Off- Street parking:	No existing parking (legal parking deficit)
Setbacks:	Front: 0.8' (<i>see below request for variation</i>) Side Setbacks: 0' on the north side & 5.15' on the south side (<i>see below request for variations</i>) Existing Rear: 21.48' (<i>see below request for variations</i>)
Building Height:	21.25 feet

FINAL FOR PUBLICATION

- I. Optional Relief for Adjustment and Variation under Section 17-13-0303-D – a Type 1 map amendment pursuant to Section 17-13-0300, may include relief available pursuant to Section 17-13-1000 or 17-13-1100; in such instances, City Council approval of a Type-1 application containing said elements shall preclude subsequent review otherwise required pursuant to Sections 17-13-1000 or 17-13-1100, provided that no Type 1 application permits issued may be in violation of Section 17-13-0310:**
- (A) With this Type 1 Rezoning, the Applicant also seeks relief for variation under section 17-13-1101-C, from parking requirements of Section 17-10-0207-C and 17-10-0207-M – to reduce the on-site required parking from 5 spaces to zero. The property was originally developed with 3 dwelling units and commercial space and never had any on-site parking. Since the Applicant is reducing the density from 3 DU to 2 DU, this legal parking deficit will remain. Also, the rehabbed commercial space will have a total floor area of approximately 4,300 SF, as such, in case the additional floor area triggers a parking requirement, the Applicant is seeking an Administrative Adjustment under Section 17-10-0102-B to eliminate all parking requirements for this Transit Served Location, situated within 1,300 feet from the Belmont Avenue Bus Corridor.
- (B) The Applicant is seeking a variation from the front setback requirements of Section 17-3-0404, which states that since this C-zoned lot is abutting an R-zoned lot that has a lot frontage on the same street, the required front setback equals to at least 50% of the front yard that exists on the abutting R-zoned lot. As such, the Applicant is requesting a variation to reduce the required front setback from 20 feet to 0.80 feet existing.
- (C) The Applicant also seeks relief for variations under section 17-13-1101-B, from rear setback requirements of Section 17-3-0405-A (if determined by DPD that such section applies to the proposed improvements), which states that for floors containing dwelling units, the minimum rear setback is 30 feet, so the Applicant requests to reduce the required rear setback from 30 feet required to 21.48 feet existing.
- (D) The Applicant seeks relief from side setback requirements of Section 17-3-0406, which states that when C-zoned property abuts an R-zoned property, the side setback required for a residential use on the R-zoned lot applies; consequently, the Applicant seeks a variation to reduce the required side setbacks from 15 feet combined total, with neither required setback less than 4 feet to the existing 5.15 feet combined (existing) with 0' on the north side and 5.15' on the south side.

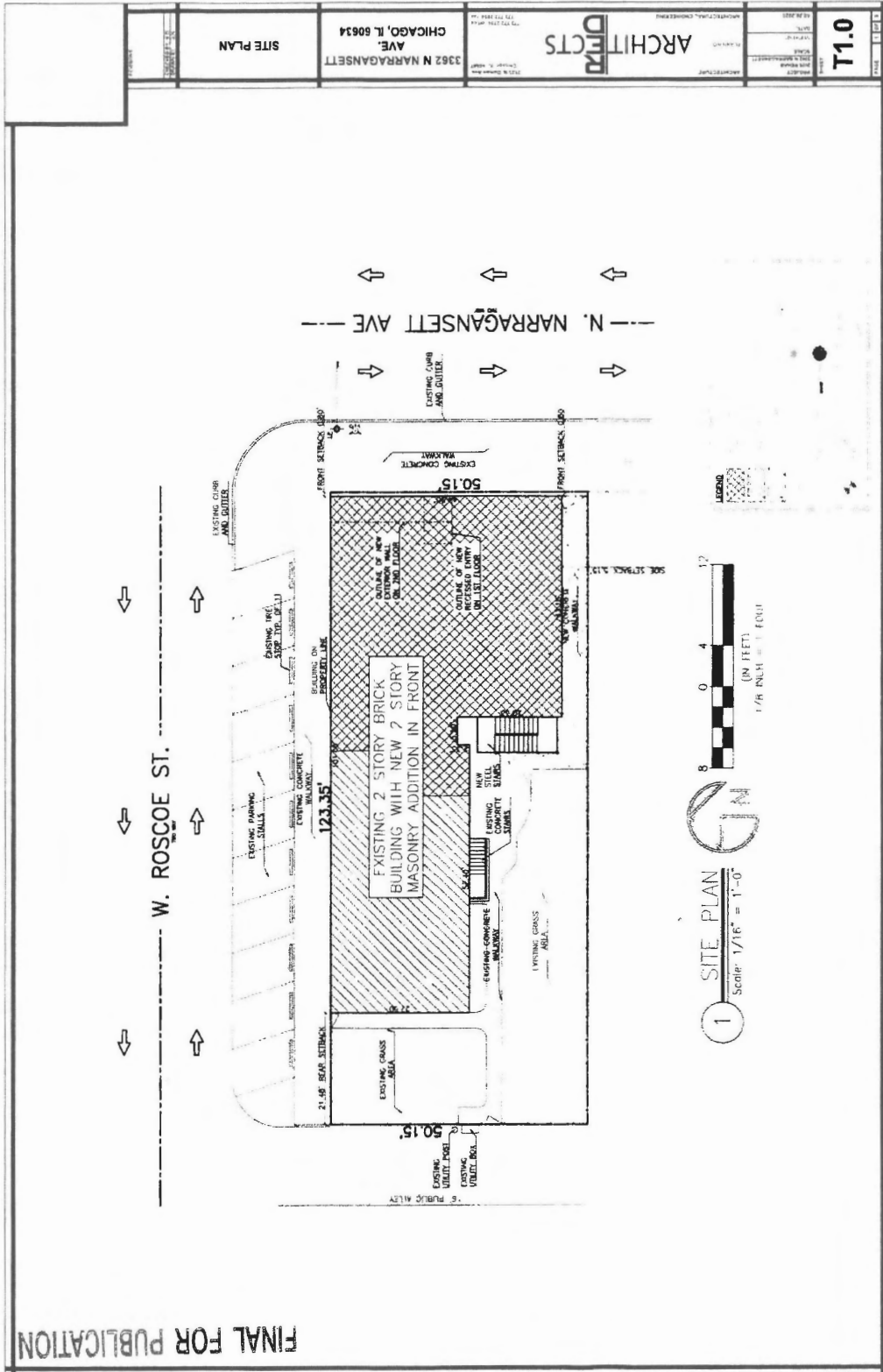
In support of this request, the Applicant states the following:

1. Strict compliance with the regulations and standards of this Zoning Ordinance would create practical difficulties and hardships for the subject property, since the subject property is already improved with non-conforming older mixed-use building which the Applicant is proposing to preserve and rehab, in line with the

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Zoning Ordinance purpose and intent.

2. The requested variations are further consistent with the stated purpose and intent of this Zoning Ordinance since this proposed rehab and corresponding variations are compatible with the existing land use pattern within the subject neighborhood. The existing mixed-use building was built more than 100 years ago and continued with the existing setbacks and parking deficit all these years without any detriment to the surrounding properties. Not only will this existing older building be preserved and rehabbed, as the Ordinance intends, but the newly rehabbed commercial units will maintain economically vibrant and attractive business uses for the benefit of the community.
3. Evidence of the Practical Difficulties or Particular Hardship is as follows:
 - The property in question cannot yield a reasonable return if permitted to be used only in accordance with the strict standards of this Zoning Ordinance. The existing building was built more than 100 years ago with these existing setbacks and a parking deficit, prior to the adoption of the current Zoning Ordinance and as such, these existing conditions have become legal non-conforming. The Applicant cannot strictly comply with the current regulations of the Ordinance without demolishing the existing improvements, which not only would be contrary to the intent of the Code, but it would cause great hardship for the Applicant.
 - The practical difficulties and particular hardships are due to unique circumstances and are not generally applicable to other similarly situated properties. The reduction of the parking is in line with the City policies for transit served locations. These proposed variations merely preserve the status quo at the property and maintain the existing setbacks.
 - This property has been operated as a mixed-use for all these years, so the historic use of the property will remain. As such, these variations will not alter the essential character of the neighborhood, since not only have these conditions existed for more than 100 years but also there are other zoning lots within the neighborhood which do not strictly comply with the current setbacks or parking regulations. This proposed rehab project follows the existing land use patterns in the area.



FINAL FOR PUBLICATION

SITE PLAN

3362 N NARRAGANSETT AVE
CHICAGO, IL 60634

ARCHITECTS
DMM

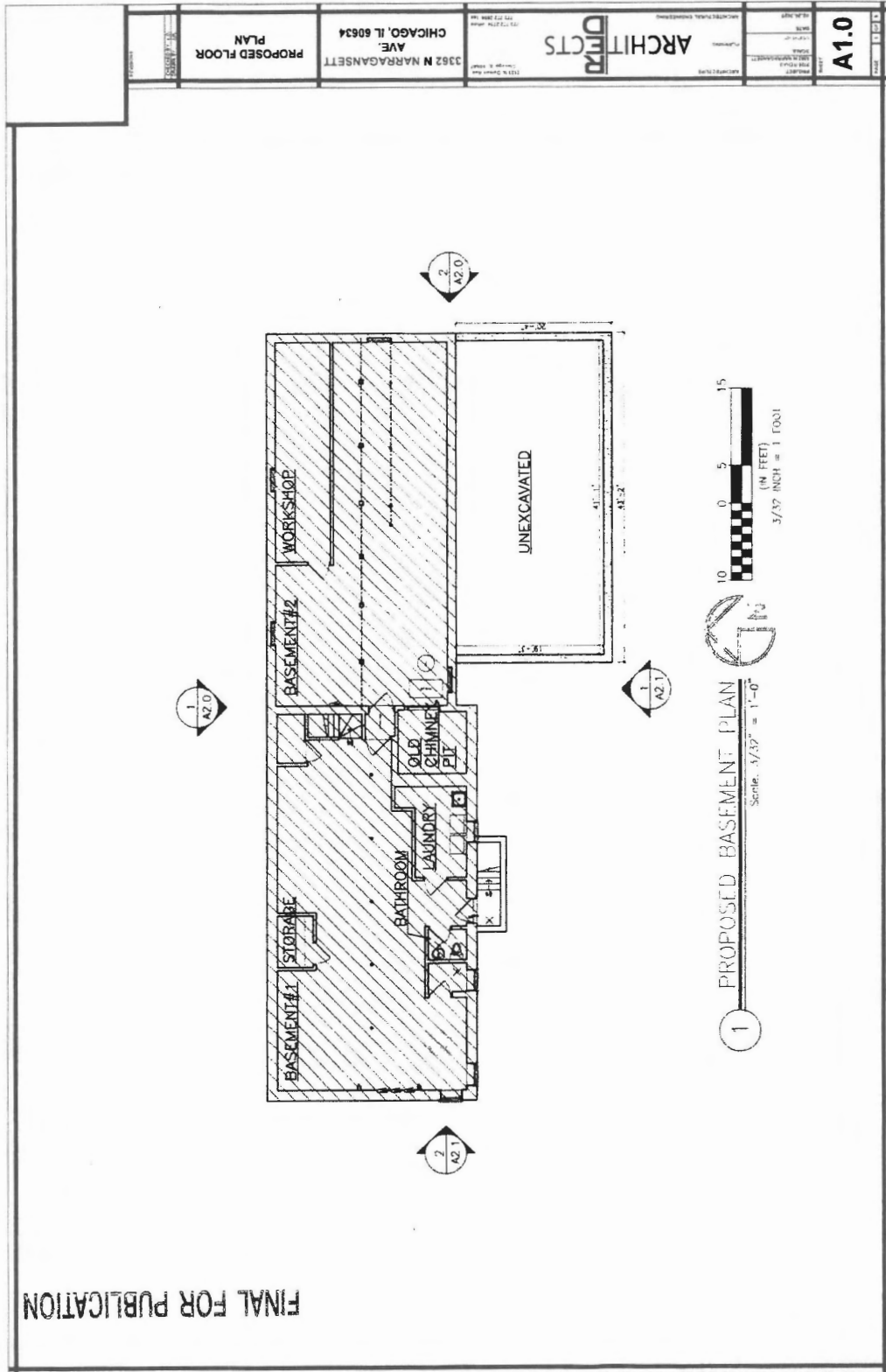
T11.0



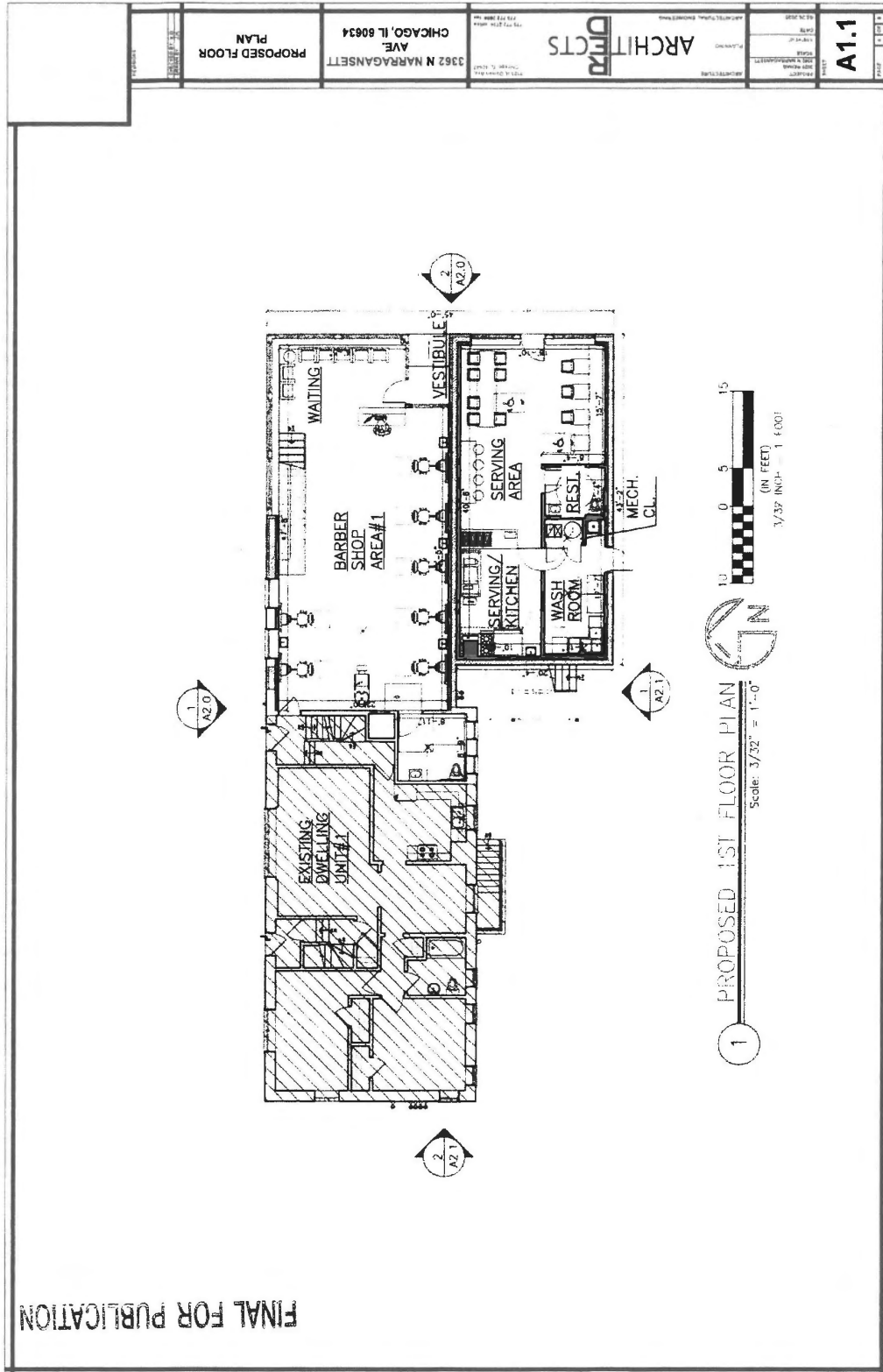
1 SITE PLAN
Scale: 1/16" = 1'-0"
1/8" AREA = 1 FOOT

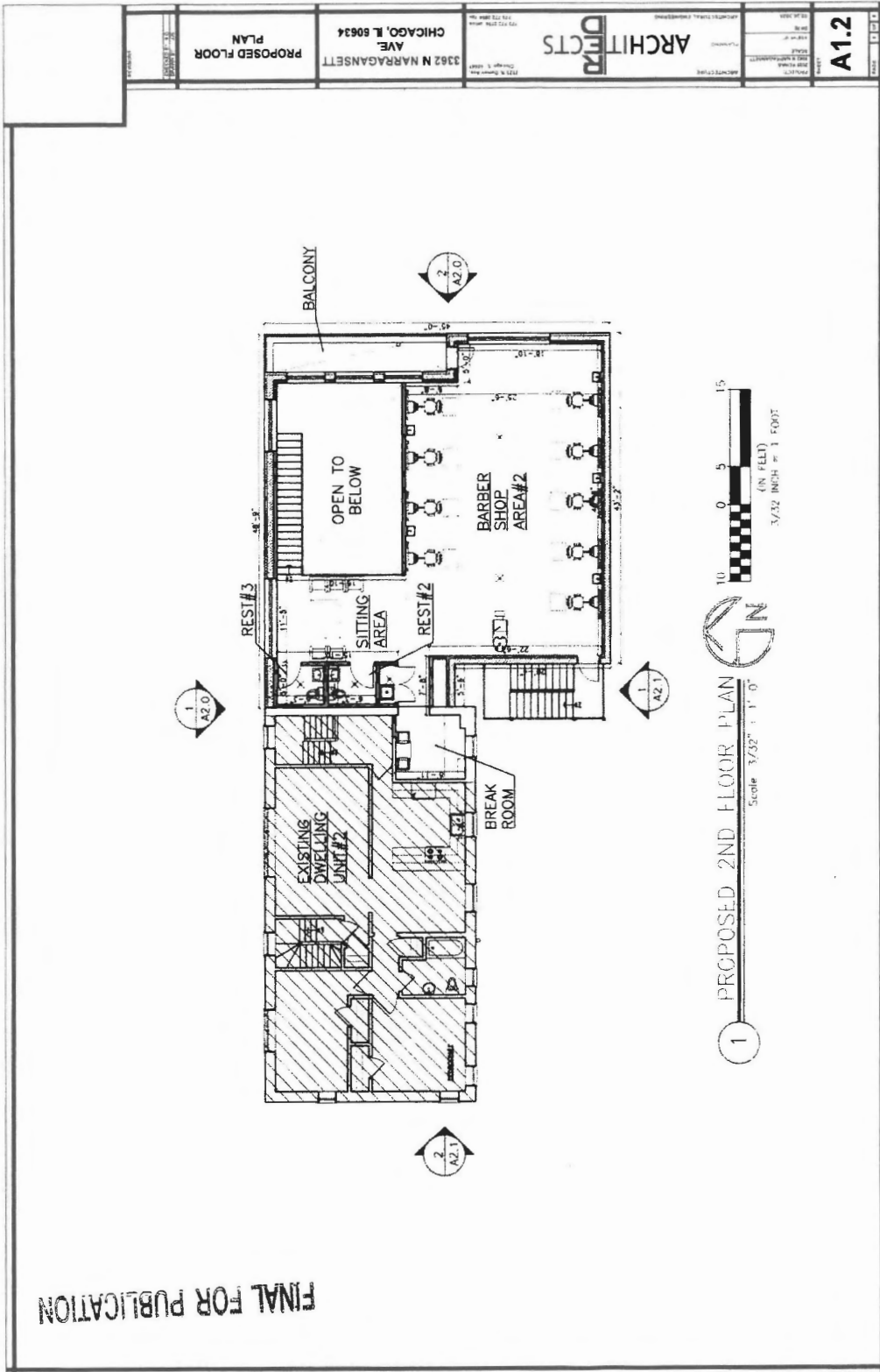
<p>3382 N NARRAGANSETT AVE. CHICAGO, IL 60634</p> <p>ZONING MATRIX</p>		<p>ARCHITECTS</p>	
		<p>T1.1</p>	
<p>ZONING ANALYSIS</p>			
<p>ORDINANCE REQUIREMENTS</p>		<p>PROPOSED ZONING/BUILDING</p>	
<p>ZONING</p>	<p>RS-2</p>	<p>C1-1</p>	
<p>LOT AREA</p>	<p>123.35' x 50.15' = 6,189.00 SQ.FT.</p>	<p>123.35' x 50.15' = 6,189.00 SQ.FT.</p>	
<p>F.A.R.</p>	<p>6,189.00 x 1.2 (PROPOSED C1-1) = 7,427.20 SQ.FT.</p>	<p>BASEMENT (NOT COUNTED) = 4,409.28 S.F. SECOND FLOOR = 1,473.63 S.F. THIRD FLOOR = 3,309.67 S.F. TOTAL = 6,639.67 S.F.</p>	
<p>BUILDING HEIGHT</p>	<p>38' ud'</p>	<p>21.25'</p>	
<p>SETBACKS</p>	<p>FRONT N/A REAR 50' FOR RESIDENTIAL SIDE N/A</p>	<p>FRONT 0.00' REAR 21.48' (EXISTING) SIDE 0.00' (MINIMUM)</p>	<p>3.15' (TOTAL)</p>

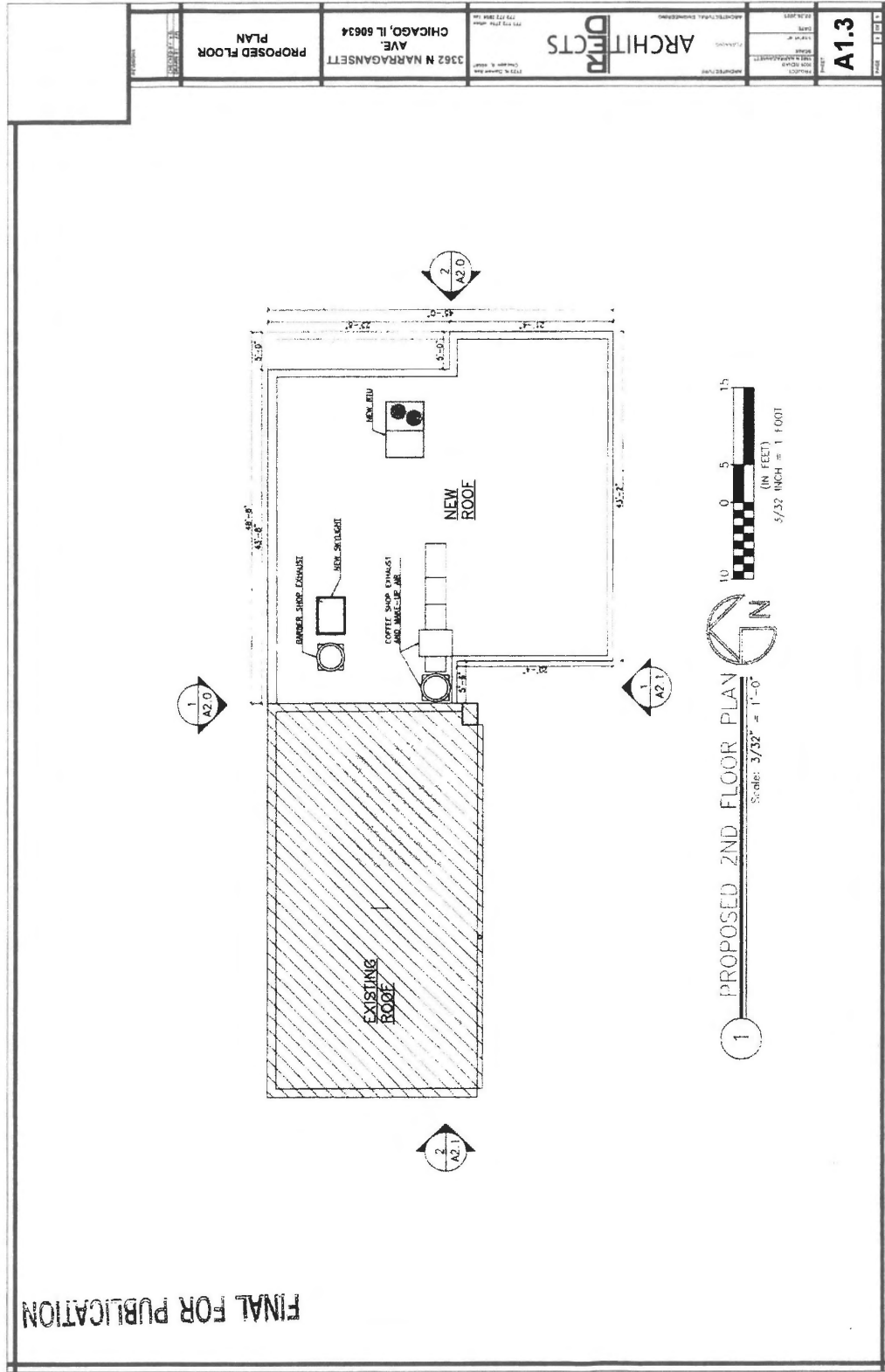
FINAL FOR PUBLICATION



FINAL FOR PUBLICATION







FINAL FOR PUBLICATION

PROPOSED FLOOR PLAN

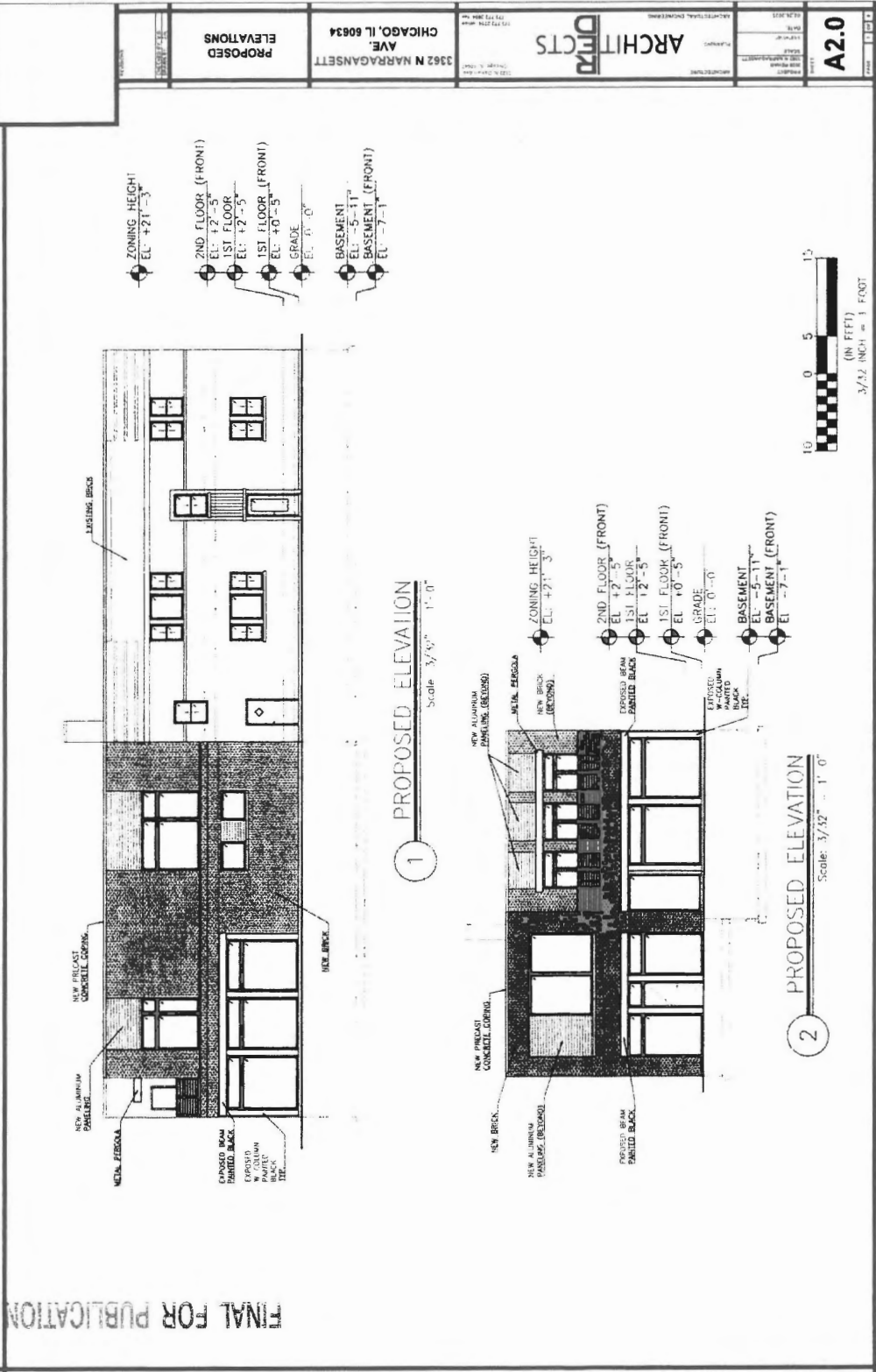
3362 N NARRAGANSETT AVE CHICAGO, IL 60634

ARCHITECTS

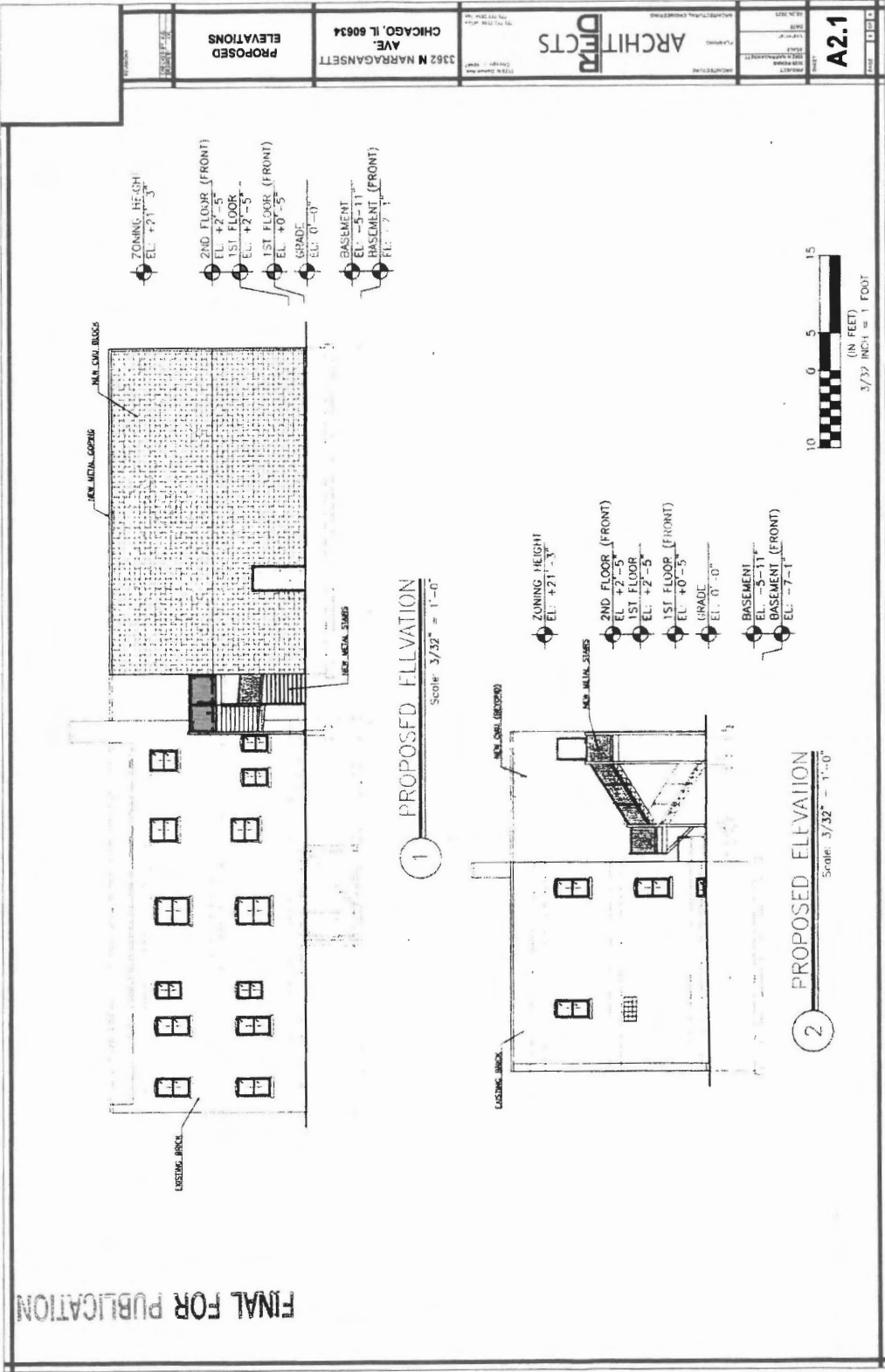
A1.3

1 PROPOSED 2ND FLOOR PLAN Scale: 3/32" = 1'-0"





FINAL FOR PUBLICATION



Reclassification Of Area Shown On Map No. 10-E.

(As Amended)

(Application No. 22712T1)

(Common Address: 4534 S. Cottage Grove Ave.)

[SO2025-0016467]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols as shown on Map Number 10-E in the area bounded by:

a line 236 feet north of and parallel to East 46th Street; South Cottage Grove Avenue; a line 188 feet north of and parallel to East 46th Street; and the public alley next west of and parallel to South Cottage Grove Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; Overall First Floor Plan and Roof Plan; North, South, East and West Building Elevations; Building Sections; and Overall Floor Plan attached to this ordinance printed on pages 28803 through 28807 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

App No. 22712-T1

**SUBSTITUTE NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT FOR
4534 SOUTH COTTAGE GROVE AVENUE, CHICAGO**

The subject property is currently improved with an older commercial building. The Applicant is proposing to rehab the existing building and adaptively reuse it as a Communications Service Establishment (proposed recording studio with offices). The Applicant needs a zoning change to comply with the use, standards and the bulk requirements of the Zoning Ordinance

Project Description:	Zoning Change from B1-1 Neighborhood Shopping District to a C1-2 Neighborhood Commercial District
Use:	Adaptive Reuse of the existing commercial building to allow Communications Services Establishment within the existing building
Lot Area:	48' x 170' = 8,160 SF (recorded measurements)
Floor Area Ratio:	1.0
Floor Area:	8,160 SF (see plans attached)
Density:	Not Applicable – no dwelling units proposed
Off- Street parking:	Parking spaces: zero existing parking – see request for relief below
Setbacks:	Existing Front: 0' Existing Side Setbacks: 0' on the north side and 0' on the south side Existing Rear: 0'
Existing Building Height:	22 feet

FINAL FOR PUBLICATION

I. Optional Relief for Adjustment and Variation under Section 17-13-0303-D – a Type 1 map amendment pursuant to Section 17-13-0300, may include relief available pursuant to Section 17-13-1000 or 17-13-1100; in such instances, City Council approval of a Type-1 application containing said elements shall preclude subsequent review otherwise required pursuant to Sections 17-13-1000 or 17-13-1100, provided that no Type 1 application permits issued may be in violation of Section 17-13-0310:

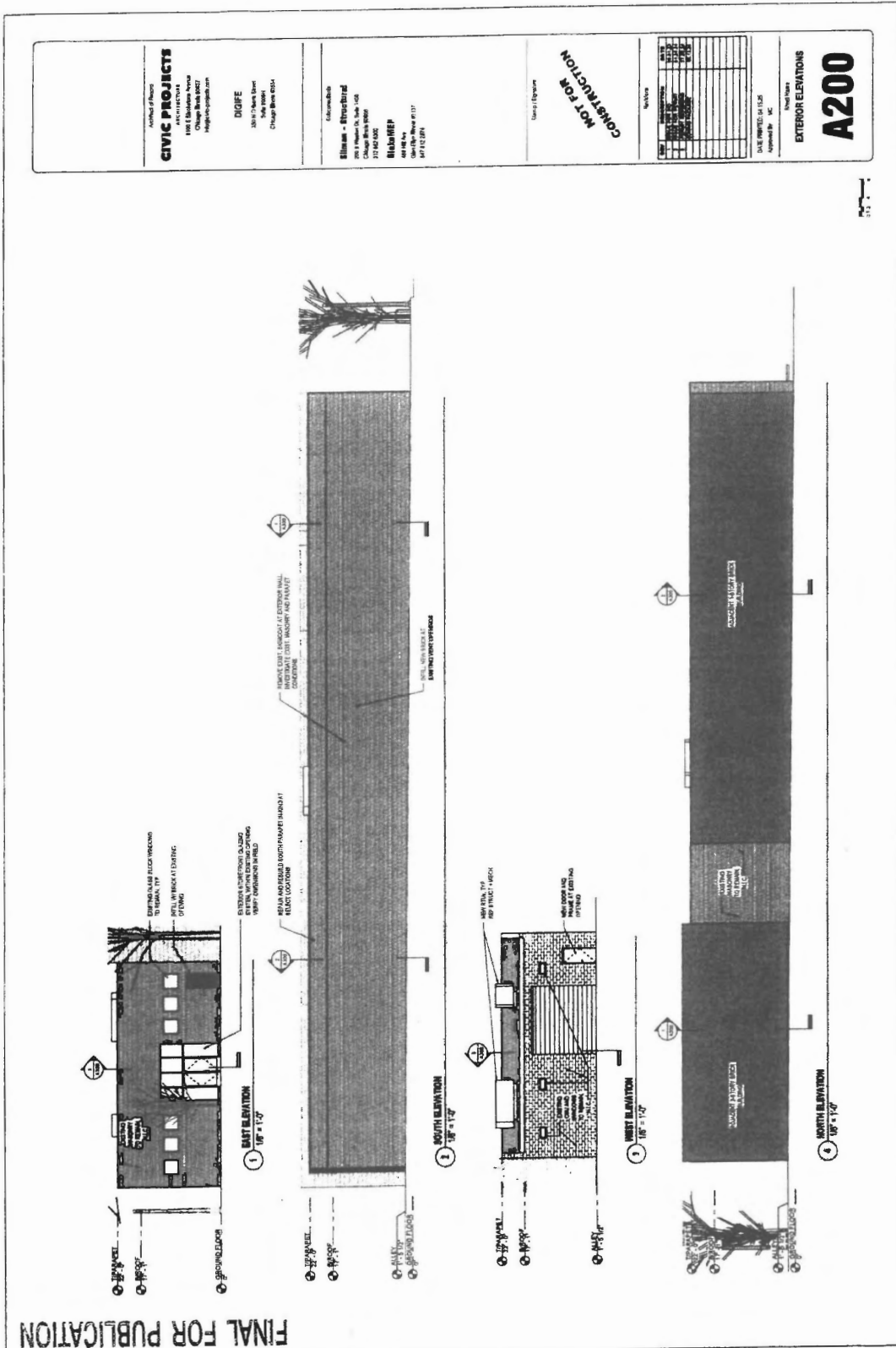
The subject property is a Transit Served Location as it is located along the Cottage Grove Bus Corridor, 900' from the 47th Street Bus Corridor and it is also approximately 3,000' from the Green Line stop at 47th Street.

The property is improved with an older, existing commercial building which has never had on-site parking. The Applicant proposes to rehab and preserve the existing building, as the Zoning Ordinance encourages owners to do, and adaptively reuse it to establish Communication Services. Since the property has no on-site parking, the Applicant is seeking an Administrative Adjustment under the provisions of *Section 17-13-1003-EE Parking Reduction for Transit-Served Locations*, to reduce off-street parking requirements from the otherwise applicable standards by 100% (from 9 parking spaces required to zero existing), as expressly authorized in *Section 17-10-0102-B. Transit-Served Locations*.

The requested Administrative Adjustment is consistent with the stated purpose and intent of this Zoning Ordinance since the Ordinance promotes rehabilitation and reuse of existing older buildings and economically vibrant and attractive commercial areas.

The requested Administrative Adjustment eliminates an unnecessary inconvenience to the applicant and will have no appreciable adverse impact on the health, safety, or general welfare of surrounding property owners or the general public since the property has never had any on-site parking, so this adjustment maintains the status quo.

There will be no adverse impacts resulting from this Administrative Adjustment since the property is well served by public transportation.



FINAL FOR PUBLICATION

BUILDING ENVELOPE GENERAL NOTES

1. LOCATION OF PERMANENT AIR HANDLING UNITS SHALL BE DETERMINED BY THE MECHANICAL ENGINEER. THE MECHANICAL ENGINEER SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY INFORMATION TO THE CONTRACTOR TO ACCURATELY LOCATE AND SIZE THE UNITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND SIZE OF THE UNITS PRIOR TO INSTALLATION.

CIVIC PROJECTS

1000 N. LAKE STREET
CHICAGO, ILLINOIS 60611
CHICAGO BUILDING DEPARTMENT
100 N. LAKE STREET, 10TH FLOOR
CHICAGO, ILLINOIS 60611

DRIFE

100 N. LAKE STREET
JULY 2024
CHICAGO BUILDING DEPARTMENT

ENGINEER

Shuman - Structural
2001 S. WABASH STREET
CHICAGO, ILLINOIS 60608
TEL: 312.467.1000
WWW.SHUMAN-STRUCTURAL.COM

DATE

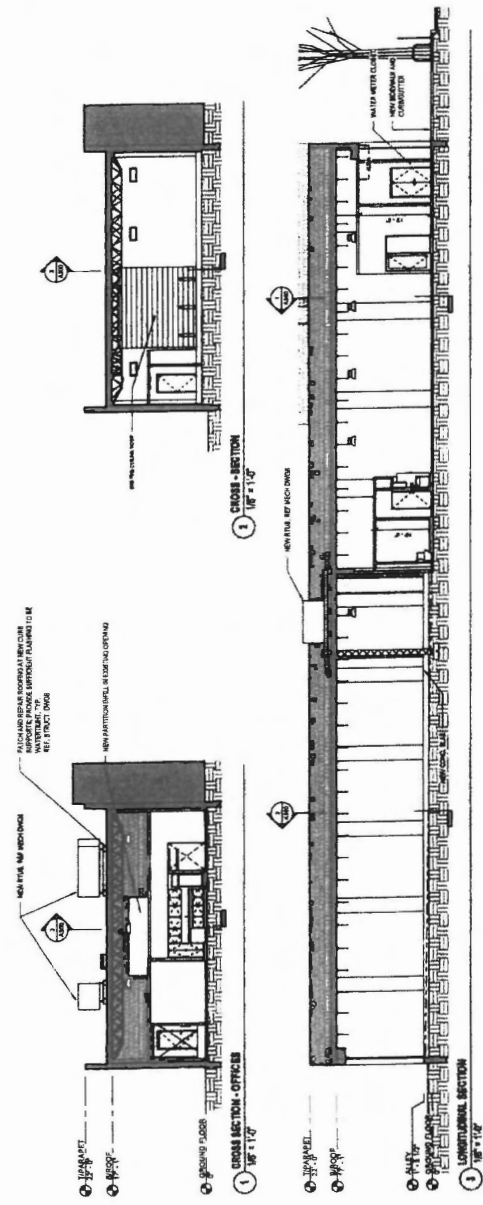
05/21/2025

NOT FOR CONSTRUCTION

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/21/2025
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

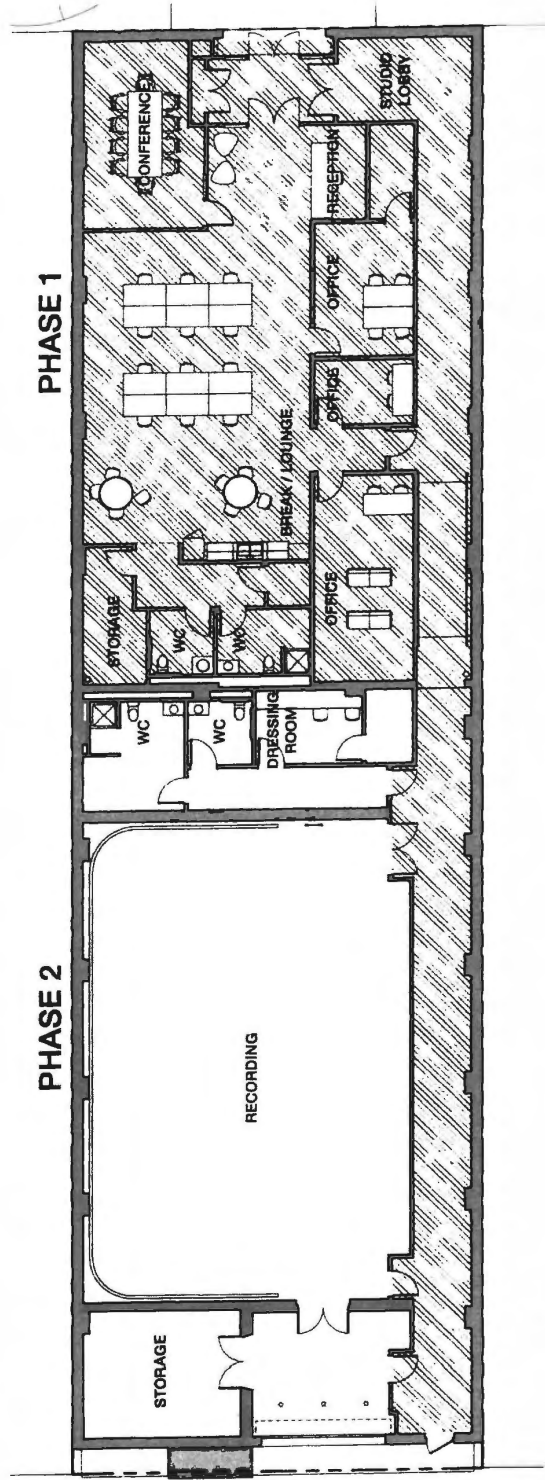
DATE PRINTED: 05/21/2025
DRAWN BY: [Name]
CHECKED BY: [Name]

BUILDING SECTIONS
A300



100

FINAL FOR PUBLICATION



1 OVERALL FLOOR PLAN
 3/32" = 1'-0"

PHASE LEGEND

1	2
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PHASE PLAN



Reclassification Of Area Shown On Map No. 10-H.

(Application No. 22730T1)

(Common Address: 4329 S. Wood St.)

[O2025-0016658]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 10-H in an area bounded by:

a line 286.30 feet south of and parallel to West 43rd Street; the alley next east of and parallel to South Wood Street; a line 311.00 feet south of and parallel to West 43rd Street; and South Wood 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.

[Vicinity Map, General Notes, Scope of Work and Zoning Statistics;
Proposed and Existing Site Plans; Existing
Ground, First and Second Floor Plans;
and Existing Building Section
attached to this ordinance
printed on pages 28810
through 28813 of
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

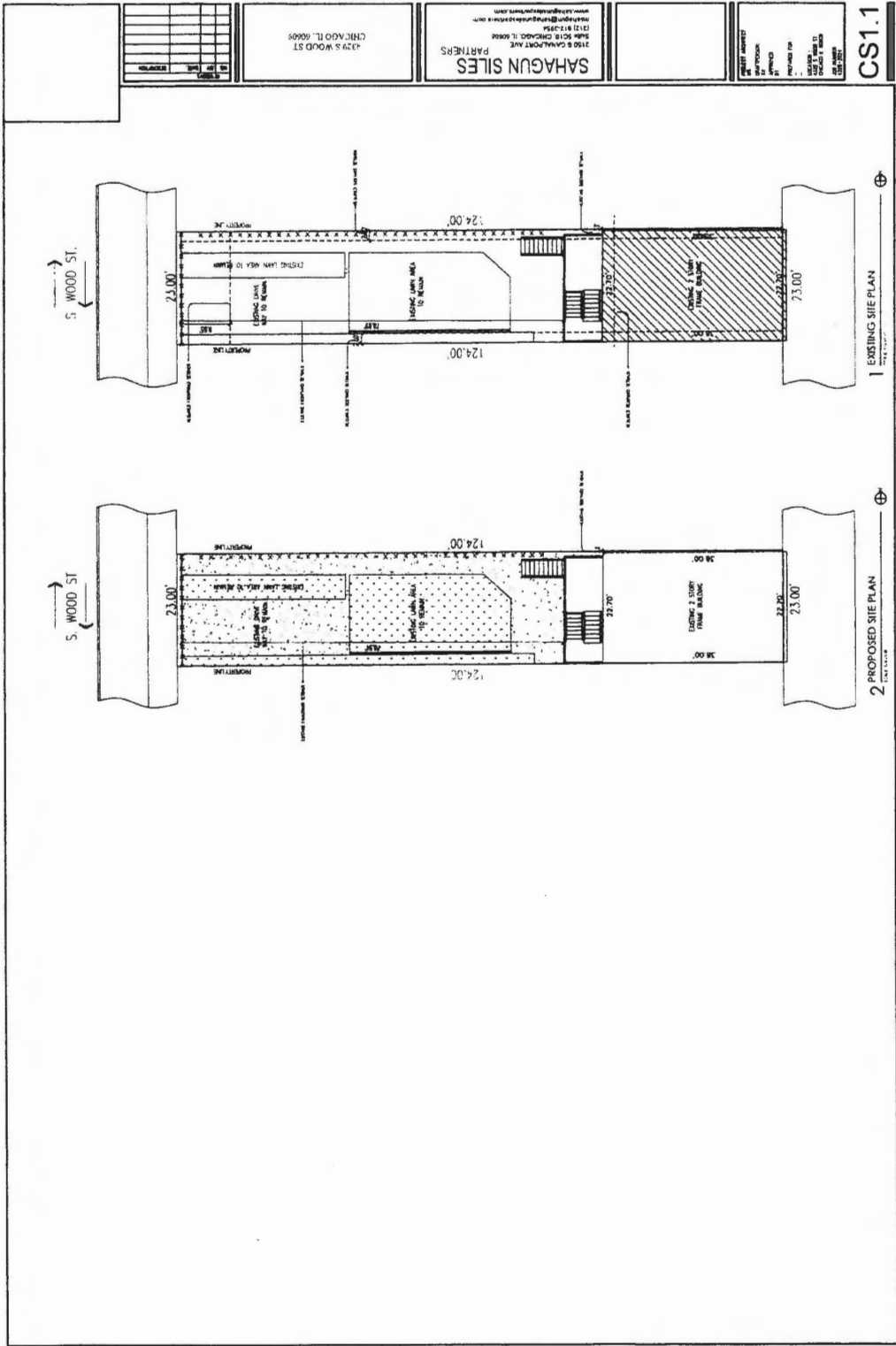
FINAL FOR PUBLICATION

Type-1 Zoning Map Amendment
For 4329 S Wood St, Chicago, IL 60609
From RS-3 to RM-4.5

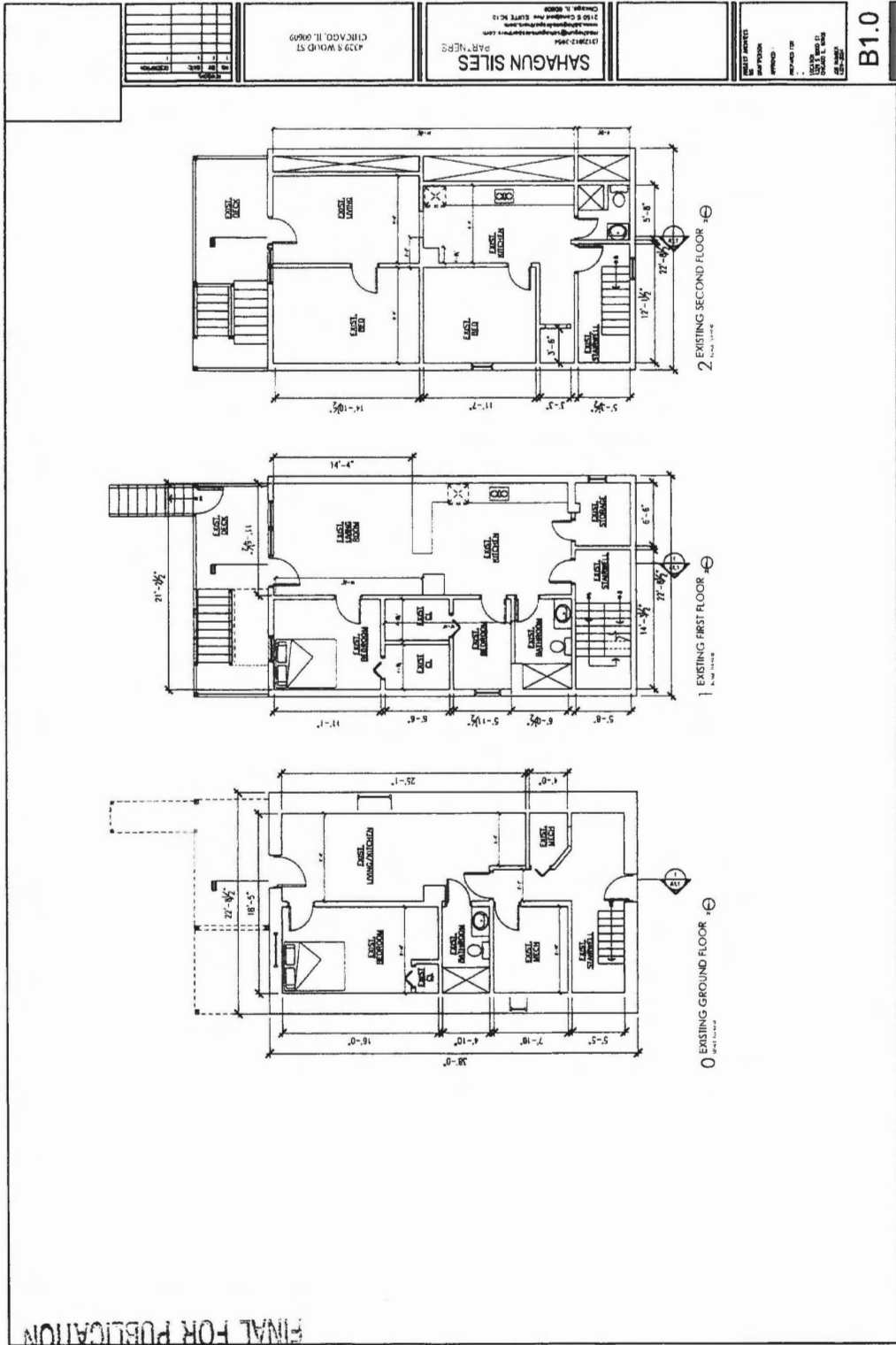
- I.A. The applicant seeks a zoning change from an RS-3 zoning district to an RM-4.5 zoning district to meet the bulk and density standards of the RM-4.5 zoning district to allow the applicant to make necessary repairs and modifications to the existing 2.5-story 3 dwelling-unit building with 0 parking spaces and a height of 29' - 10" in a Transit Served Location.

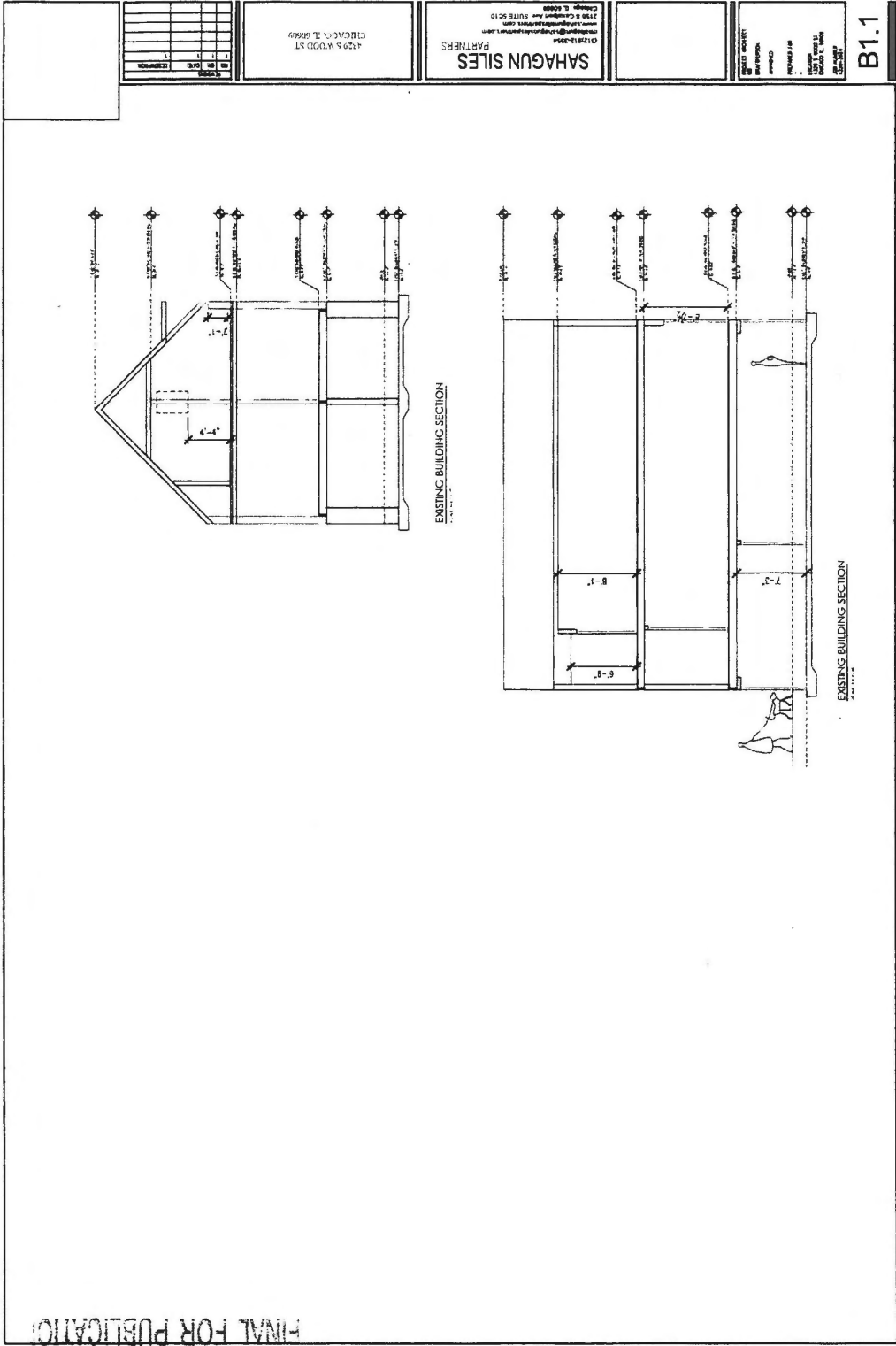
FAR	0.78
Density (MLA)	800 sf/unit
Building Area	862.6'
Lot Area	2,852 sf
Building Height	29' 10"
Front Setback	9.96'
Rear Setback	0'
East Side Setback	0'
West Side Setback	0'
Parking	0

- * Applicant seeks a variation to reduce the required rear setback from 34.72' to 0' as per Section 17-13-1101-B.
- ** Applicant is seeking a variance to reduce the required rear yard open space from 675 sf to 0 sf as per Section 17-13-1101-A as per Section 17-13-1003-K.
- *** Applicant is seeking a variation to reduce the required minimum side yard setbacks from 2' to 0' as per section 17-13-1101-B.
- **** Applicant is seeking an administrative adjustment to reduce the required Minimum Automobile Parking Ratio from 1.5 space per unit to 0 spaces per unit as per Section 17-13-1003-EE(1).



FINAL FOR PUBLICATION





FINAL FOR PUBLICATION

NO.	DATE	DESCRIPTION
1	5/21/2025	ISSUED FOR PUBLICATION
2		
3		
4		
5		
6		
7		
8		
9		
10		

429 S. WOOD ST
 CHICAGO, IL 60607

SAHAGUN SILES
 PARTNERS
 012912-2024
 2100 S. CALIFORNIA AVE SUITE 5210
 CHICAGO, IL 60608
 312.467.1100
 info@sahagun.com

PROJECT NO. 012912-2024
 SHEET NO. B1.1
 DATE 05/21/2025
 DRAWN BY [Name]
 CHECKED BY [Name]
 APPROVED BY [Name]

SAHAGUN SILES
 PARTNERS
 2100 S. CALIFORNIA AVE SUITE 5210
 CHICAGO, IL 60608
 312.467.1100
 info@sahagun.com

B1.1

Reclassification Of Area Shown On Map No. 11-H.

(As Amended)

(Application No. 22693)

(Common Address: 4726 -- 4756 N. Ravenswood Ave., 1801 -- 1825 W.

Lawrence Ave. And 4721 -- 4759 N. Wolcott Ave.)

[SO2025-0015994]

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 1379 symbols and indications as shown on Map Number 11-H in the area bounded by:

West Lawrence Avenue; North Ravenswood Avenue; a line 296.88 feet south of and parallel to West Lawrence Avenue; the north line of the public alley next south of West Lawrence Avenue; a line 295.57 feet south of and parallel to West Lawrence Avenue; a line 152.55 feet east of and parallel to North Wolcott Avenue; a line 330.08 feet south of and parallel to West Lawrence Avenue; and North Wolcott Avenue,

to the designation of Residential-Business Planned Development Number 1379, 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. 1379, As Amended.

Planned Development Statements.

1. The area delineated herein as Planned Development Number 1379, as amended ("Planned Development") consists of approximately 101,307 net square feet of property. The Applicant is Ravenswood Landowner 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 of the Zoning Ordinance.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assignees or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the plans.

Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Department of Planning and Development. 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 Table; and an Existing Zoning Map.

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 shall control.

5. The following uses are allowed in the area delineated herein:

Subarea A: financial institutions, banks with accessory drive-through, automated teller machines, and accessory parking.

Subarea B: residential and related accessory uses, eating and drinking establishments, food and beverage retail sales, general retail sales, medical service, office, personal service uses, including massage establishments, and accessory parking.

Subarea C: residential and related accessory uses and accessory parking.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. 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 101,307 square feet and a base FAR of 2.5.
9. Pursuant to Section 2-44-085(D) of the Municipal Code, there are no additional affordable housing requirements as part of this Amendment to Planned Development Number 1379.
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 on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
11. The Site 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, Fleet and Facility Management and Buildings, under Section 13-32-085 of the Municipal Code, or any other provision of that Code.
13. 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. 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.

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. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy in effect at the time of the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
16. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to a B3-3 Community Shopping District.

[Existing Zoning Map referred to in these
Plan of Development Statements
printed on page 28819
of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Residential-Business Planned Development No. 1379, As Amended.

Bulk Regulations And Data Table.

Gross Site Area:	145,145 square feet
Net Site Area (square feet):	101,307 square feet
Subarea A:	17,125 square feet
Subarea B:	56,167 square feet
Subarea C:	28,015 square feet
Public Right-of-Way:	43,838 square feet

Maximum Floor Area Ratio:	2.5
Subarea A:	0.5
Subarea B:	2.8
Subarea C:	2.4
Maximum Dwelling Units:	167 units
Subarea A:	0 units
Subarea B:	112 units
Subarea C:	55 units
Minimum Number of Off-Street Loading Spaces:	2 total spaces
Subarea A:	0 spaces
Subarea B:	1 space
Subarea C:	1 space
Minimum Number of Off-Street Parking Spaces:	120 total spaces
Subarea A:	18 spaces
Subarea B:	67 spaces
Subarea C:	35 spaces
Minimum Number of Bike Parking Spaces :	148 spaces
Subarea A:	0 spaces
Subarea B:	94 spaces
Subarea C:	54 spaces
Maximum Building Height:	60 feet
Minimum Required Setback:	Per Site Plan

Reclassification Of Area Shown On Map No. 11-I.

(Application No. 22709)
(Common Address: 4226 N. Milwaukee Ave.)

[O2025-0016463]

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 11-I in the area bounded by:

a line 50.0 feet southeast of West Hutchinson Street along North Milwaukee Avenue; the alley next south of and parallel to North Milwaukee Avenue; a line 25 feet southeast of West Hutchinson Street; and North Milwaukee Avenue,

to those of a B2-2 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. 13-M.

(Application No. 22723)
(Common Address: 6200 W. Higgins Ave.)

[O2025-0016618]

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 RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-M in the area bounded by:

West Foster Avenue; North Melvina Avenue; and West Higgins 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. 14-J.

(As Amended)

(Application No. 22739T1)

(Common Address: 3301 -- 3305 W. 55th St.)

[SO2025-0016789]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 14-J in an area bounded by:

West 55th Street; South Spaulding Avenue; the public alley next south of and parallel to West 55th Street; and a line 122.08 feet west of and parallel to South Spaulding Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[ALTA/NSPS Land Title Survey; Site Plan; First and Second Architectural Plan; Overall Floor Plans -- Level Three; North, South, East and West Building Elevations; and Horizontal Section attached to this ordinance printed on pages 28823 through 28832 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

Substitute
Type-1 Zoning Map Amendment
3301 W. 55th Street
From C1-1 to B2-3

1.A. The applicant seeks a zoning change from C1-1 to B2-3 to allow the construction of 4-story multi-unit housing buildings with dwelling units on the ground floor. The proposed building site is a Transit-Served Location (TSL).

	Building A	Building B	Whole Site
FAR	2.37	2.71	2.53
Density (MLA)	508 SF per unit	445 SF per unit	477 SF per unit
Building Area	19,321 SF	19,321 SF	38,642 SF
Lot Area	8,139 SF	7,125 SF	15,264 SF
Building Height	46'-6"	46'-6"	46'-6"
Front Setback	0'-0"	0'-0"	0'-0"
Rear Setback *	22'-0"	22'-0"	22'-0"
East Side Setback	14'1"	0'-0"	0'-0"
West Side Setback	3'-0"	9'-0"	0'-0"
# of Units	16	16	32
ARO Units (min. 20%)	4	3	7 (22%)
Parking**	5 + 1 accessible = 6	5 + 1 accessible = 6	10 + 2 accessible = 12
Vehicular Use Areas***	1,236 SF	1,083 SF	2,319 SF
EVSE Requirements****	1 + 1 accessible = 2	1 + 1 accessible = 2	4 (33%)

- * Per Section 17-13-1101-B applicant seeks a variance to reduce the required rear yard setback from 30'-0" to 22'-0".
- ** Per Section 17-13-1003-EE applicants seek an administrative adjustment to reduce the amount of required parking from 32 (1 space per unit) to 12 spaces.
- *** Per Section 17-11-0601 applicants seek an administrative adjustment to provide fence separations and setbacks for vehicular parking as shown on the site plan. Per 17-11-0601-B, the proposed vehicular use areas are isolated from R-zoned districts.
- **** Per Section 17-13-1003-LL, applicants seek an administrative adjustment to reduce the required percentage of EVSE-ready spaces from 100% to max 20%.

ALTA/NSPS LAND TITLE SURVEY
 SECTION 14, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE 3RD PM, COOK COUNTY, ILLINOIS

LOTS 1, 2, 3, 4, AND 5 IN BLOCK 3 IN THE NORTHWEST QUARTER OF THE (NORTHWEST QUARTER) OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE 3RD PM, COOK COUNTY, ILLINOIS

LEGEND

- 1. Surveyed boundaries
- 2. Unsurveyed boundaries
- 3. Easements
- 4. Encroachments
- 5. Other

ALTA/NSPS LAND TITLE SURVEY

CHICAGO, ILLINOIS
 1300 W. 55TH ST

SECTION 14, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE 3RD PM, COOK COUNTY, ILLINOIS

ATWELL

108

ALTA/NSPS LAND TITLE SURVEY

CHICAGO, ILLINOIS
 1300 W. 55TH ST

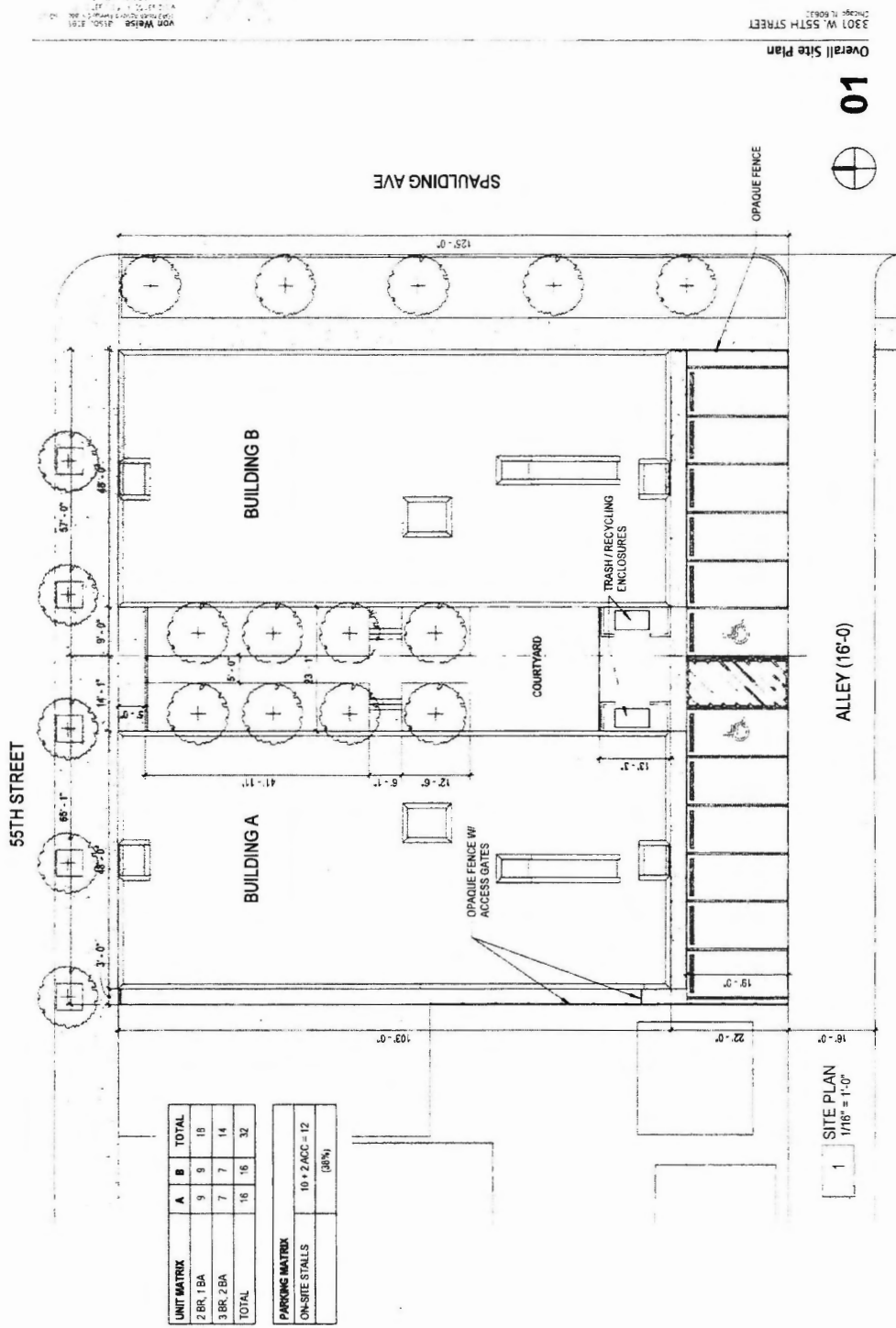
SECTION 14, TOWNSHIP 36 NORTH, RANGE 3 EAST OF THE 3RD PM, COOK COUNTY, ILLINOIS

ATWELL

108

FINAL FOR PUBLICATION

FINAL FOR PUBLICATION



Overall Site Plan
 3301 W. 55TH STREET
 Chicago, IL 60611
 VOR Weiss 3150.3381
 1000 Lake Cook Road, Suite 200
 Deerfield, IL 60015

01



1 SITE PLAN
 1/16" = 1'-0"

FINAL FOR PUBLICATION

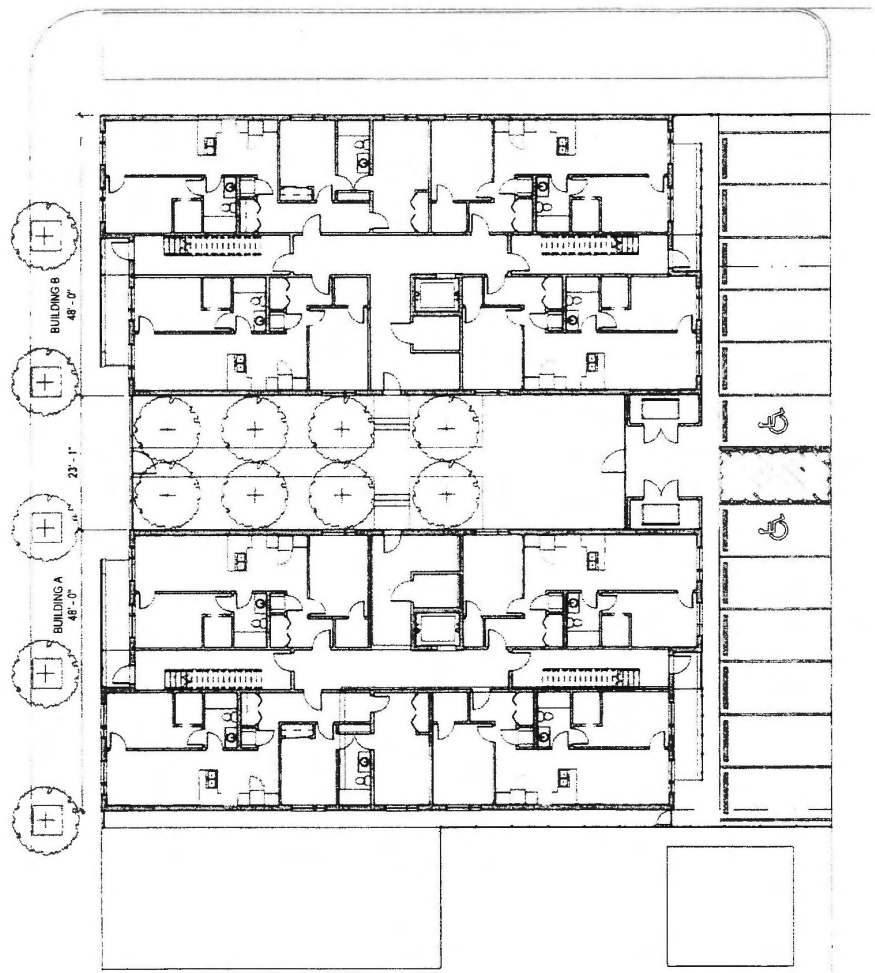
VON WALDE ASSOC. ARCH
220 W. WASHINGTON ST. CHICAGO, IL 60601
TEL: 312.335.1111 FAX: 312.335.1115
www.vonwalde.com



3301 W. 55TH STREET
CHICAGO, IL 60632

Overall Floor Plans - Level 01

02



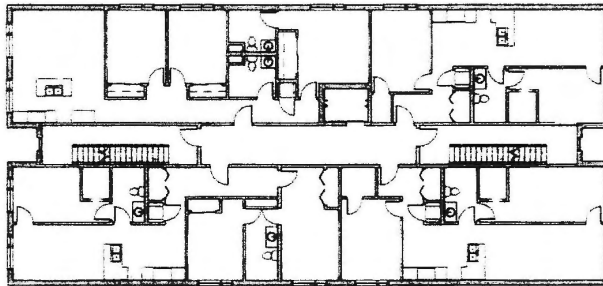
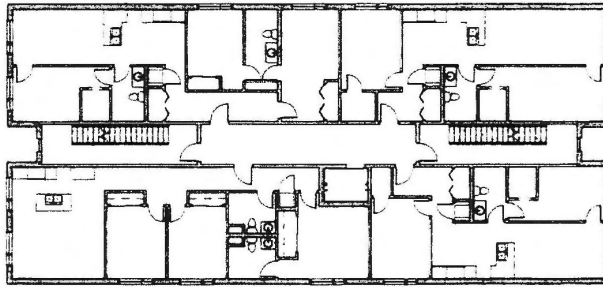
1 FIRST FLOOR ARCH PLAN
1/16" = 1'-0"

VON MEISS ARCHITECTS
350 N. LAUREL ST. SUITE 200
CHICAGO, IL 60610
TEL: 312.467.1100
WWW.VONMEISS.COM

3301 W. 55TH STREET
Chicago, IL 60649

Overall Floor Plans - Level 02

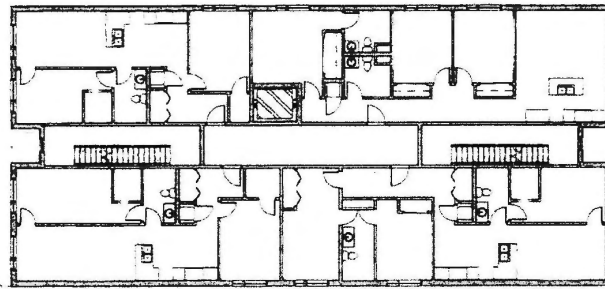
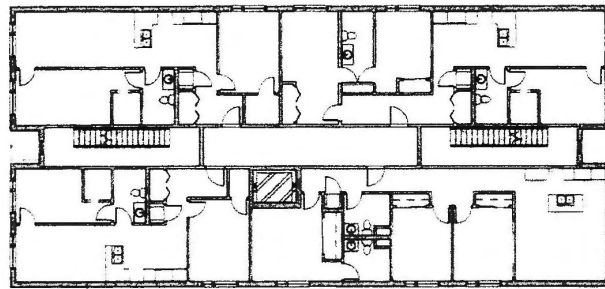
03



1 SECOND FLOOR ARCH PLAN
1/16" = 1'-0"

FINAL FOR PUBLICATION

FINAL FOR PUBLICATION



04

Overall Floor Plans - Level 03

3301 W. 55TH STREET
CHICAGO, IL 60632

von Weizsäcker ASSOC. P.C.
1061 South Appleton Avenue, Chicago, IL 60605
P: (773) 325-1111 F: (773) 325-1112
WWW.VONWEIZACKER.COM

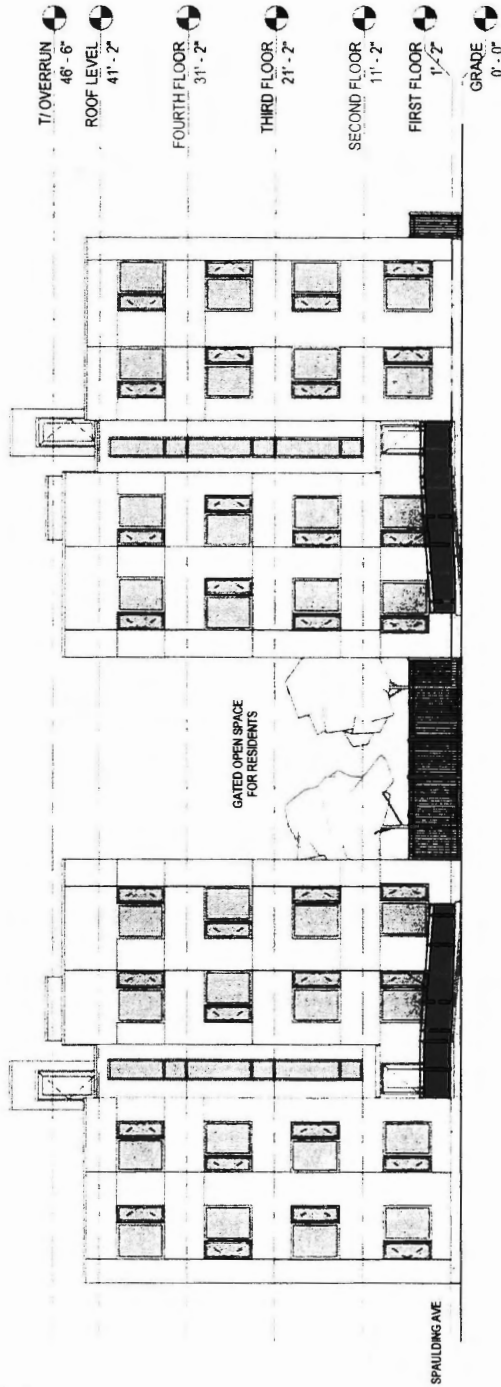
FINAL FOR PUBLICATION

VON WITTE ARCHITECTS
300 N. LAUREL STREET, CHICAGO, IL 60610
TEL: 312.527.1100 FAX: 312.527.1101
WWW.VONWITTE.COM

3301 W. 55TH STREET
Chicago, IL 60642

Elevation - North

05

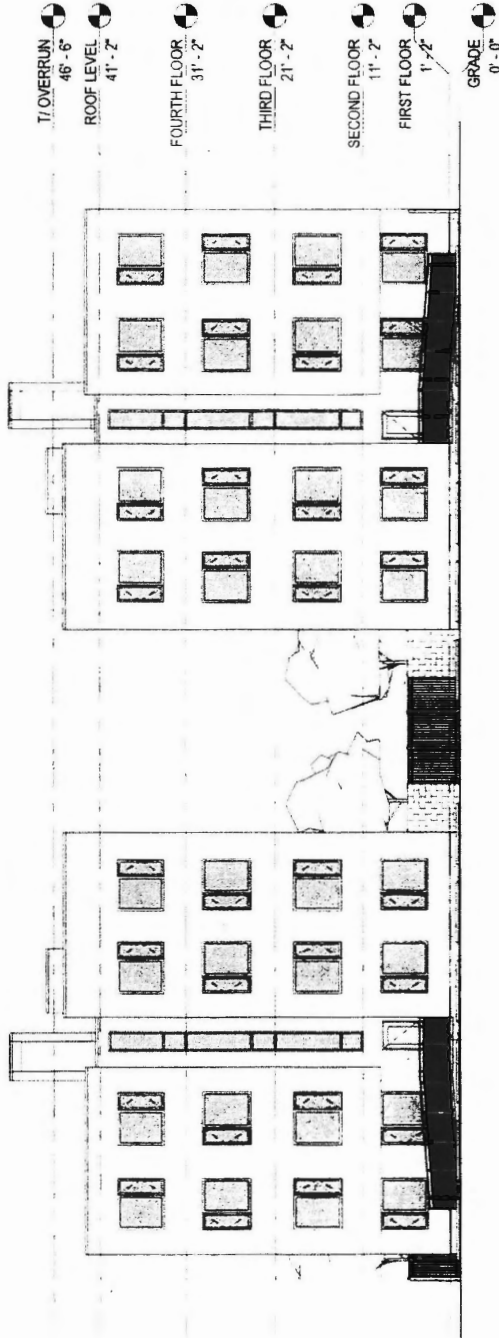


1 BUILDING ELEVATION - FROM 55TH
3/32" = 1'-0"

VON WILHELM ASSOCIATES
1000 North LaSalle Street, Suite 1100
Chicago, IL 60610
312.237.5557
www.vonwilhelm.com

3301 W. 55TH STREET
Chicago, IL 60642
Elevation - South

06



1 BUILDING ELEVATION - FROM SOUTH
3/32" = 1'-0"

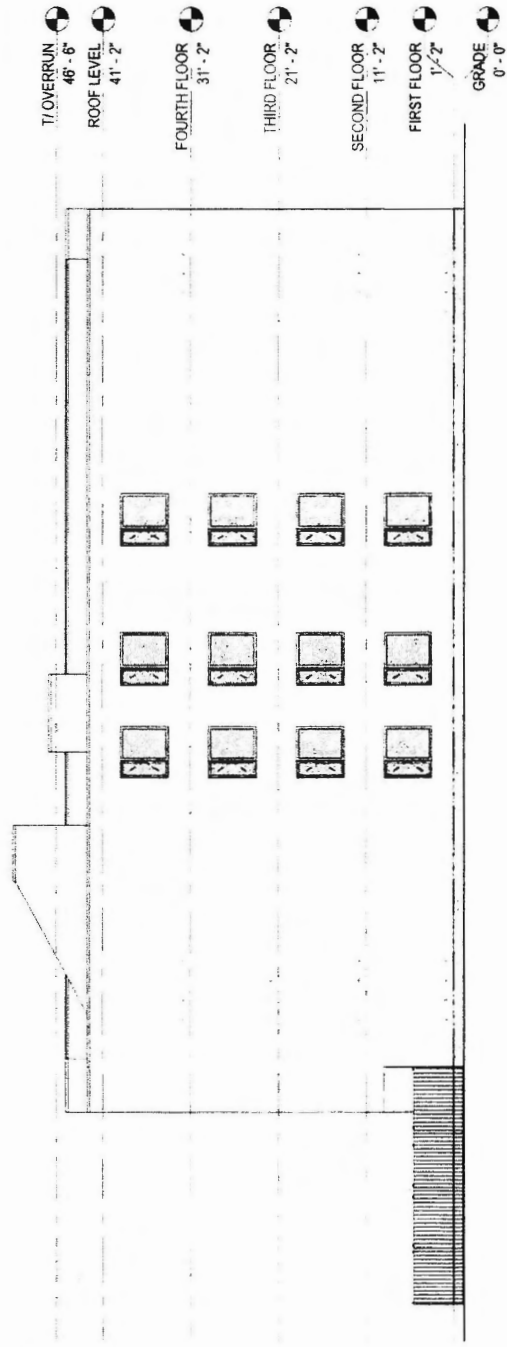
FINAL FOR PUBLICATION

VON WITTE ARCHITECTS
1111 N. LAUREL STREET, SUITE 200
CHICAGO, IL 60610
TEL: 312.467.1111
WWW.VONWITTEARCHITECTS.COM

3301 W. 55TH STREET
CHICAGO, IL 60632

Elevation - East

07

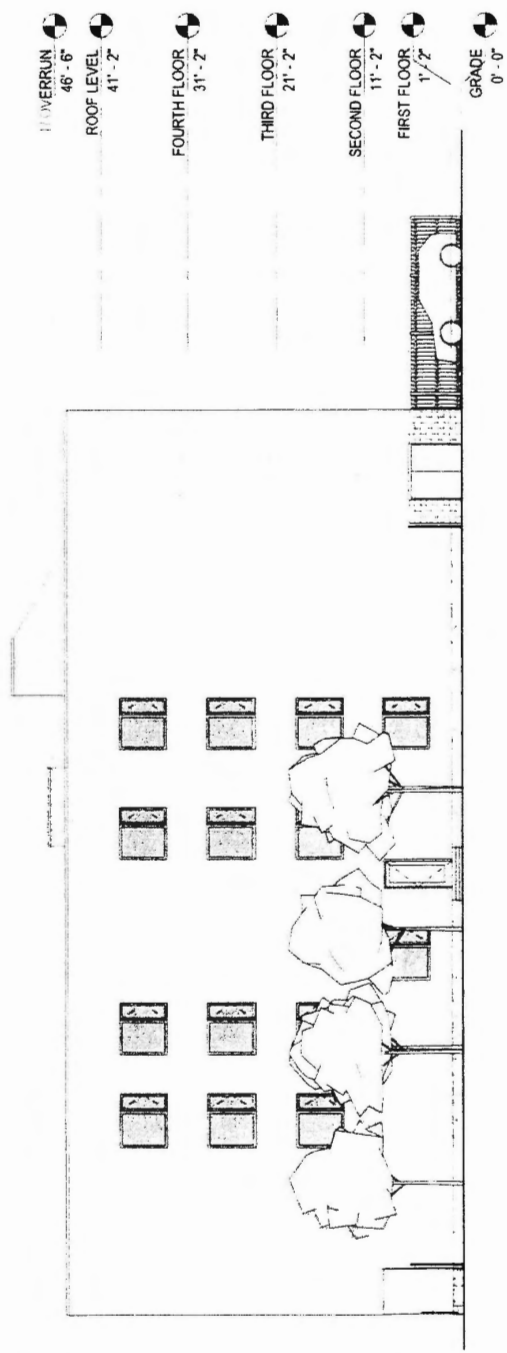


1 BUILDING ELEVATION - FROM SPAULDING
3/32" = 1'-0"

FINAL FOR PUBLICATION

Wentz Architects
1000 West 42nd Street
Chicago, IL 60609
Tel: 312.333.3333
Fax: 312.333.3333

3301 W. 55TH STREET
Chicago, IL 60649
Elevation - West



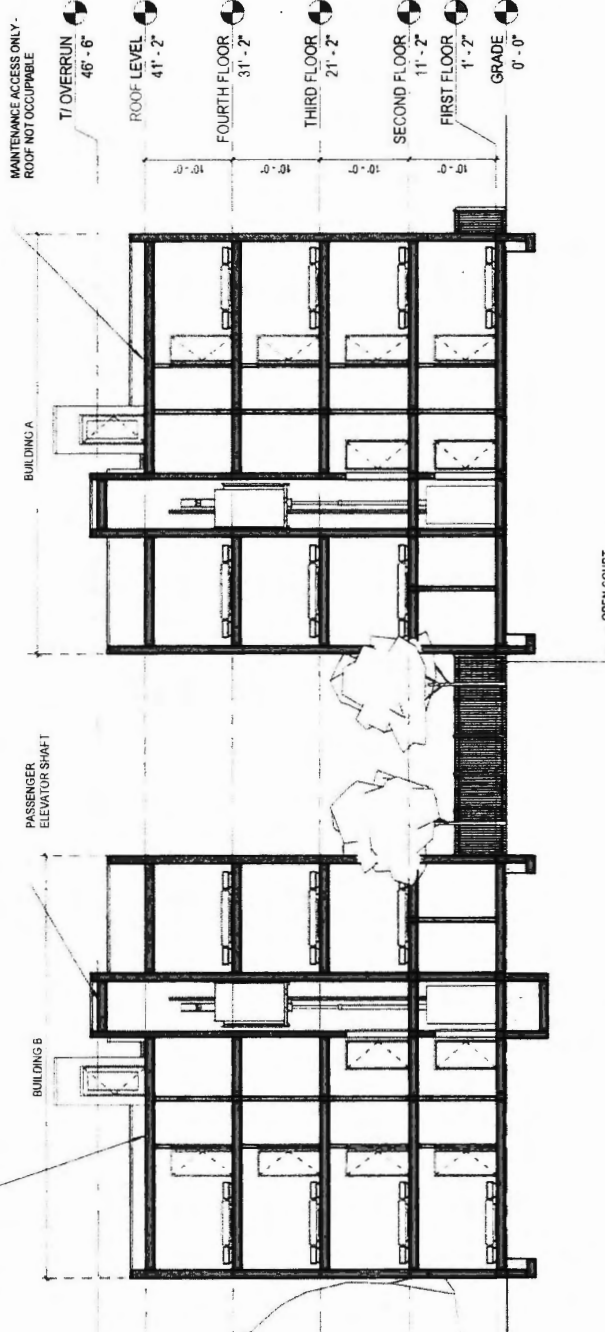
- OVERRUN 46'-6"
- ROOF LEVEL 41'-2"
- FOURTH FLOOR 31'-2"
- THIRD FLOOR 21'-2"
- SECOND FLOOR 11'-2"
- FIRST FLOOR 1'-2"
- GRADE 0'-0"

08

1 BLDG ELEVATION - INSIDE COURTYARD
3/22" = 1'-0"

FINAL FOR PUBLICATION

MAINTENANCE ACCESS ONLY -
ROOF NOT OCCUPABLE



MAINTENANCE ACCESS ONLY -
ROOF NOT OCCUPABLE

T/OVERRUN 46'-6"

ROOF LEVEL 41'-2"

FOURTH FLOOR 31'-2"

THIRD FLOOR 21'-2"

SECOND FLOOR 11'-2"

FIRST FLOOR 1'-2"

GRADE 0'-0"

BUILDING A

PASSENGER
ELEVATOR SHAFT

BUILDING B

OPEN COURT

HORIZONTAL SECTION
3301 W. 55TH STREET
Chicago, IL 60632

69

1 HORIZONTAL SECTION LOOKING SOUTH
3/32" = 1'-0"

Von Wedek
207 West Superior Street
Chicago, IL 60610
312.467.1100
www.vonwedek.com

Reclassification Of Area Shown On Map No. 16-G.
(Application No. 22556)
(Common Address: 6640 S. Halsted St.)

[O2024-0012514]

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 B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 16-G in the area bounded by:

a line 197 feet north of and parallel to West Marquette Road; South Halsted Street;
a line 172 feet north of and parallel to West Marquette Road; and the public alley next west of and parallel to South Halsted Street,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 17-I.
(As Amended)
(Application No. 22727T1)
(Common Address: 6659 N. Kedzie Ave.)

[SO2025-0016647]

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 M1-1 Limited Manufacturing/ Business Park District symbols and indications shown on Map Number 17-I in the area bounded by:

a line 659.73 feet south of and parallel to the centerline of West Pratt Avenue; a line commencing 390 feet east of North Kedzie Avenue, as measured from the eastern right-of-way line; a line 689.89 feet south of and parallel to West Pratt Avenue, as measured from the centerline of the right-of-way; a line 645.04 feet east of and parallel to North Kedzie Avenue; a line 1,019.44 feet south of and parallel to West Pratt Avenue; a line 339.23 feet east of and parallel to North Kedzie Avenue; a line 778 feet south of and parallel to the centerline of West Pratt Avenue; and North Kedzie Avenue,

to those of an RM5.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

[Neighborhood Bulk Diagram; Proposed Site Plan; Enlarged Site Plan -- 1, 2 and 3; Typical Townhome Massing Diagrams; Landscape Plan; Landscape Plan -- Details 1, 2 and 3; Plant List -- Fencing; Landscape Legend; and Units A, B, C and D Typical Building Elevations attached to this ordinance printed on pages 28836 through 28859 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
 6659 North Kedzie Avenue
 From the M1-1 District to RM-5.5 District**

PGBS MGR LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 6659 North Kedzie Avenue from the M1-1 Limited Manufacturing/Business Park District to the RM-5.5 Residential Multi-Unit District in order to construct a new townhouse development.

The subject property was previously owned and operated by Peoples Gas. The site is located on the block bounded by West Pratt Boulevard on the north, North Whipple Street on the east, West Wallen Avenue on the south, and North Kedzie Avenue on the west. The subject property is irregular in shape, contains approximately 143,616 square feet of site area, and is improved with a three-story brick commercial building, two-story brick commercial building, and single-story metal garage that were vacated in approximately 2018. The structures were most recently used for office and vehicle storage/repair uses.

The Applicant proposes to demolish the existing structures and redevelop the site with a townhouse development containing 47 three-story townhouses measuring up to 38'-1" in height, 79 vehicular parking spaces, and no commercial space. Each townhouse will have an attached garage. The townhouse development will include common open space. Each townhouse will include a private yard. The overall FAR will be 0.9.

Floor Area and Floor Area Ratio

Lot Area:	143,616 square feet
Total Building Area:	124,092 square feet
FAR:	0.9

Number of Residential Units

Dwelling Units:	47
Density (Lot Area Per Unit):	3,056 square feet

Vehicular Parking:	79
Bicycle Parking:	0 (none required)
Loading Spaces:	0 (none required)

Setbacks

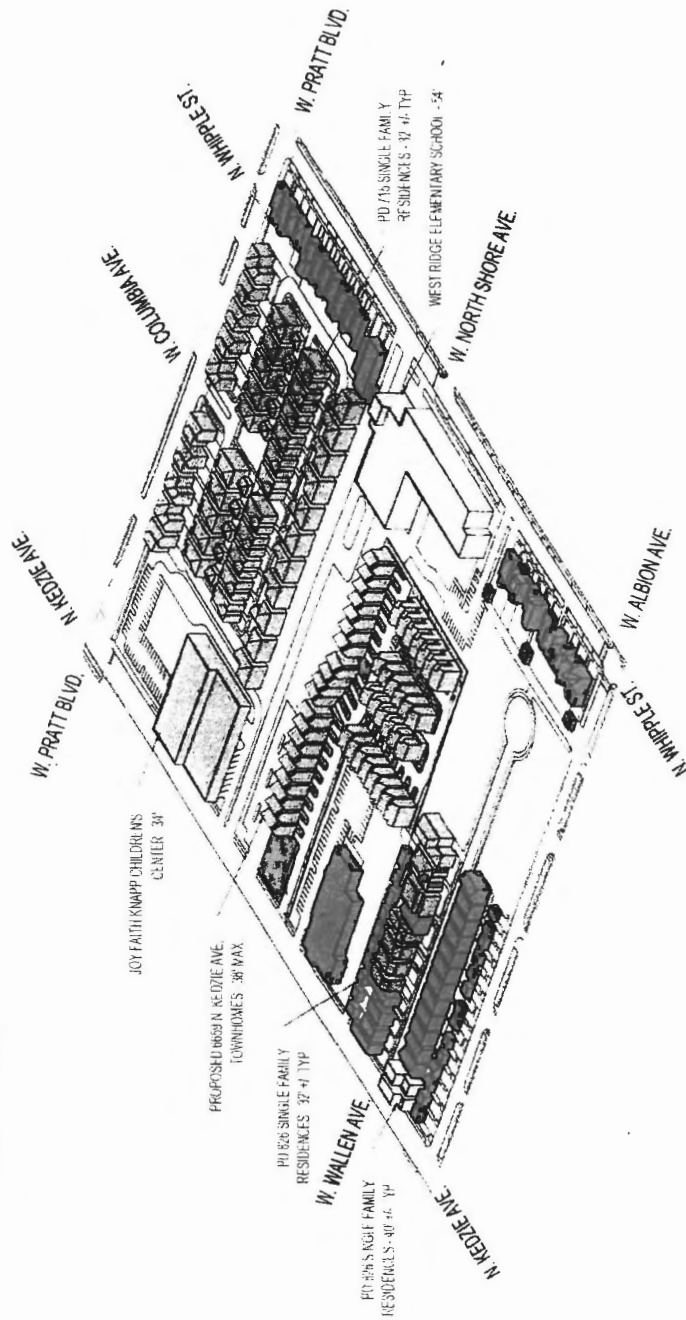
Front (West):	10 feet (from rear and end wall)
Rear (East):	10 feet (from rear and end wall)
Side (North):	10 feet (from rear wall)
Side (South):	6.5 feet (from end wall)

Maximum Building Height:	38.1 feet
---------------------------------	-----------

FINAL FOR PUBLICATION

COLOR LEGEND:

- CONTEXT BUILDINGS: 30' OR LESS TALL
- CONTEXT BUILDINGS: 30' - 40' TALL
- CONTEXT BUILDINGS: 40' - 50' TALL
- CONTEXT BUILDINGS: 50' OR GREATER TALL
- PROPOSED BUILDINGS: 30' - 40' TALL

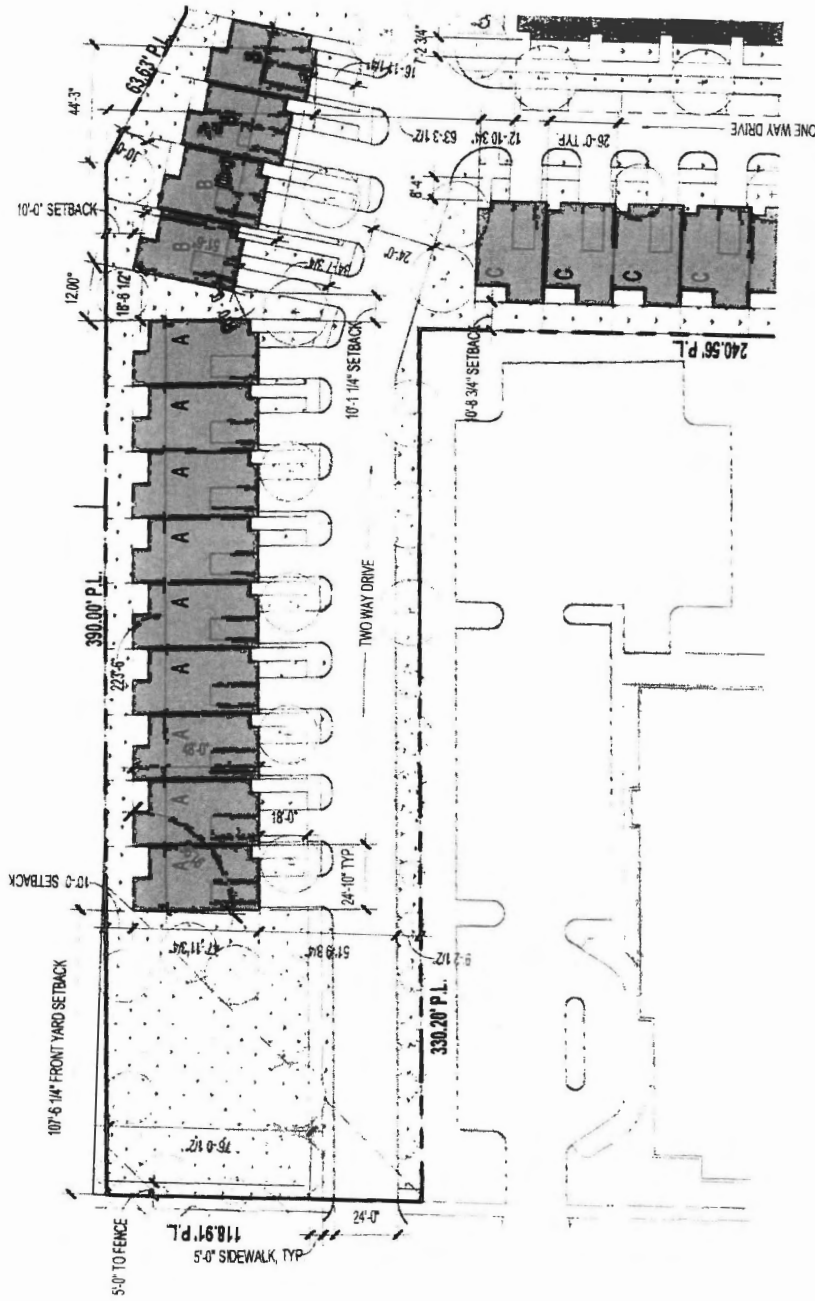


NEIGHBORHOOD BULK DIAGRAM



6659 N. Kedge Ave.
Chicago, IL

FINAL FOR PUBLICATION



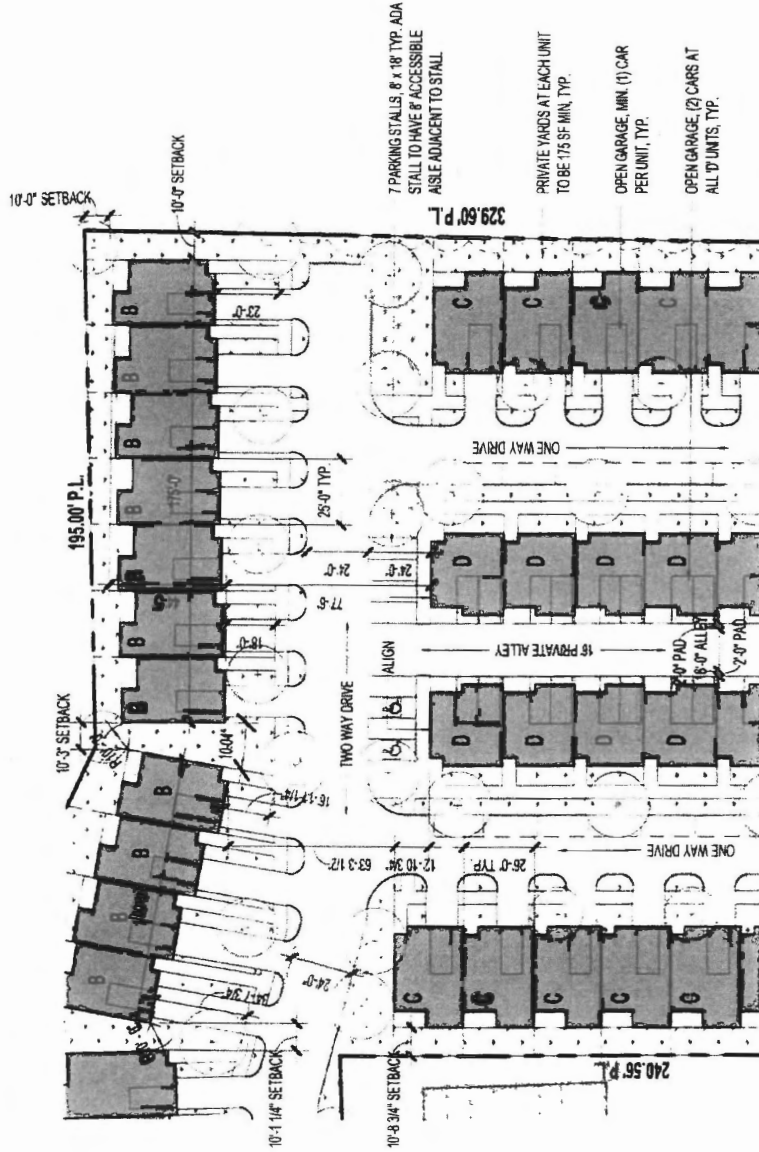
ENLARGED SITE PLAN 1

SCALE: 1" = 50'-0"

KENNEDY
MAN

6659 N. Kedzie Ave.
 Chicago, IL

FINAL FOR PUBLICATION



7 PARKING STALLS 8' x 18' TYP. ADA STALL TO HAVE 8' ACCESSIBLE AISLE ADJACENT TO STALL

PRIVATE YARDS AT EACH UNIT TO BE 75 SF MIN. TYP.

OPEN GARAGE MIN. (1) CAR PER UNIT, TYP.

OPEN GARAGE (2) CARS AT ALL 'D' UNITS, TYP.



ENLARGED SITE PLAN 2

SCALE: 1" = 50'-0"

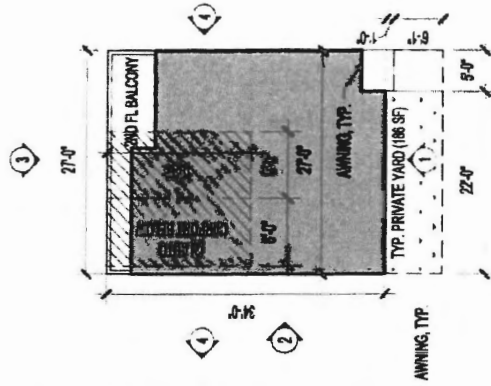
6659 N. Kedzie Ave.

Chicago, IL

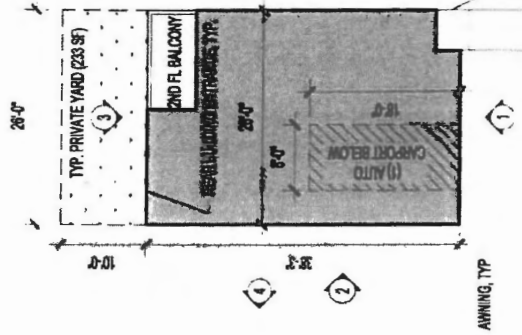


FINAL FOR PUBLICATION

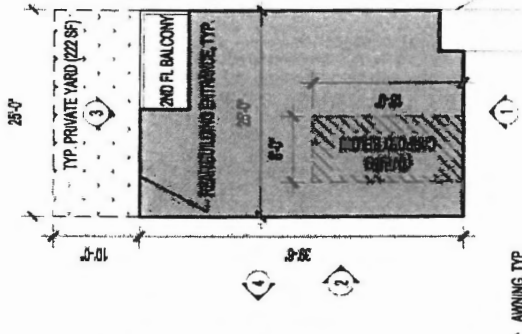
D



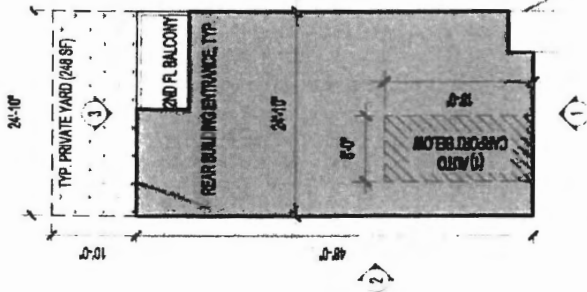
C



B



A



FRONT OF TOWNHOMES

TYPICAL TOWNHOME MASSING DIAGRAMS

SCALE: 1/16" = 1'-0"

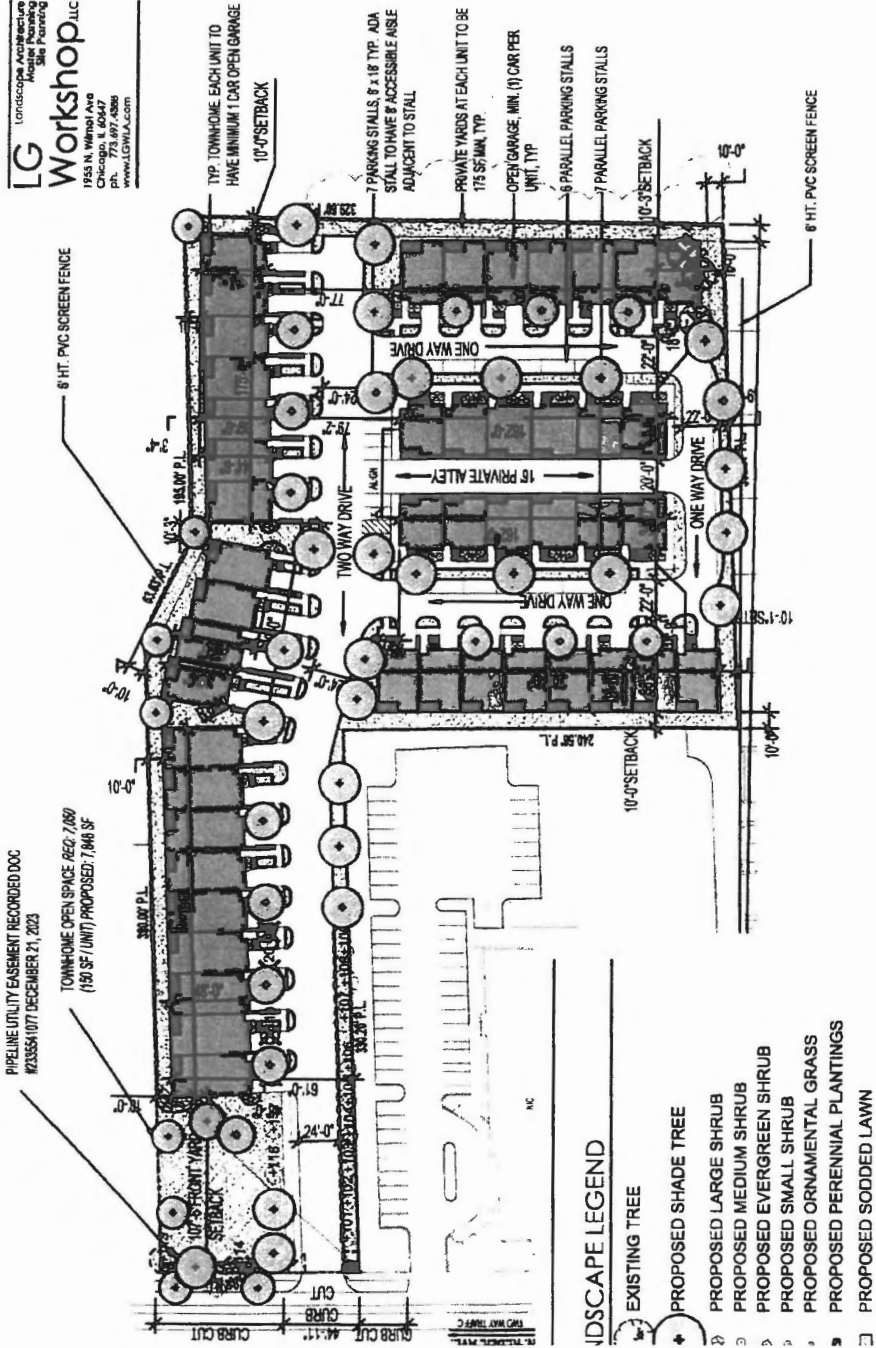
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6659 N. Kedzie Ave.

Chicago, IL

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LG Landscape Architecture
 Landscape Architecture
 Master Planning
 Site Planning
Workshop LLC
 1953 N. Western Ave
 Chicago, IL 60647
 PH: 773.697.4886
 WWW.LGWA.COM



LANDSCAPE PLAN
 SCALE: 1" = 80'-0"

LANDSCAPE LEGEND

- EXISTING TREE
- ⊕ PROPOSED SHADE TREE
- ⊕ PROPOSED LARGE SHRUB
- ⊕ PROPOSED MEDIUM SHRUB
- ⊕ PROPOSED EVERGREEN SHRUB
- ⊕ PROPOSED SMALL SHRUB
- ⊕ PROPOSED ORNAMENTAL GRASS
- ⊕ PROPOSED PERENNIAL PLANTINGS
- ▭ PROPOSED SODDED LAWN

KENNEDY
MANAGED
 6659 N. Kedzie Ave.
 Chicago, IL

1 312.344.0268
 www.kennedyman.com

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LANDSCAPE CALCULATIONS

SITE VEHICLE USE AREA PARKING SPACES PROPOSED = 59 PRIVATE / 20 (2 HC) SURFACE = 79 143,535 S.F. 44,172 S.F.	
17-11-0203 Interior Landscaping All lots containing vehicular use areas with an area 3,000 square feet or more must provide interior landscaping in accordance with the requirements of this section. Interior Landscaping -> 30,000 S.F. - 10.0% of VUA One tree must be planted for each 125 square feet of required interior landscape area. Trees must have a minimum caliper size ... 2.5 inches outside the Central Area.	
ITEM	CALC. / REQUIRE 44,172 S.F. X .10 = 4,417 S.F. / 125 = 35 SHADE TREES PROPOSED 32,397 S.F. OF INTER. LANDSCAPE & 19 TREES + 11 EXIST. SHADE TREES TO REMAIN 30 SHADE TREES
INTERIOR LANDSCAPING	
10-32-200 Replacement or removal of damaged trees or shrub ... 1 inch for 1 inch lost basis.	
ITEM	CALC. / REQUIRE 7 TREES LOST @ 58 CAL. INCH PROPOSED 20 3" CAL. TREES OR 10 CAL. INCH
NEW TREES FOR REPLACEMENT OF LOST TREES	
17-2-0500-4 Common Open Space Trees must be planted within common open space areas at the rate of one tree for every 1,000 square feet of required common open space.	
ITEM	CALC. / REQUIRE 7,848 SQ. FT. / 1000 = 8 TREES PROPOSED 8 - 2.5" CAL. TREES - 2 EXIST. TREES 6 TREES
COMMON OPEN SPACE TREES	

KENNEDY
 LANDSCAPE
 2627 W. Lawrence Ave.
 Chicago, IL 60628 USA
 1-773-241-0088
 www.kennedylandscape.com

6659 N. Kedzie Ave.

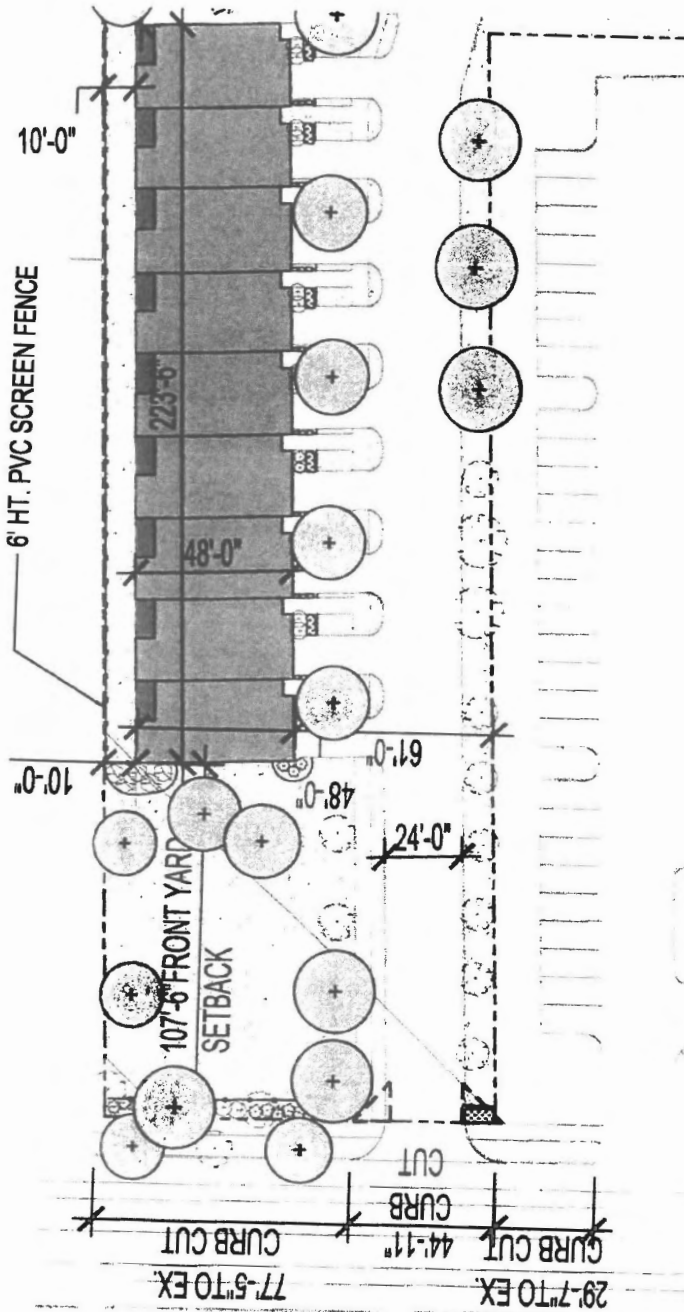
Chicago, IL

LANDSCAPE PLAN - DETAIL 1

N.T.S.



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LANDSCAPE LEGEND

- ⊕ EXISTING TREE
- ⊙ PROPOSED SHADE TREE
- ⊕ PROPOSED LARGE SHRUB
- ⊙ PROPOSED MEDIUM SHRUB
- ⊕ PROPOSED EVERGREEN SHRUB
- ⊙ PROPOSED SMALL SHRUB
- ⊕ PROPOSED ORNAMENTAL GRASS
- ⊙ PROPOSED PERENNIAL PLANTINGS
- ▭ PROPOSED SODDED LAWN
- ▭ LANDSCAPE PLAN - DETAIL 1

SCALE: 1" = 40'-0"

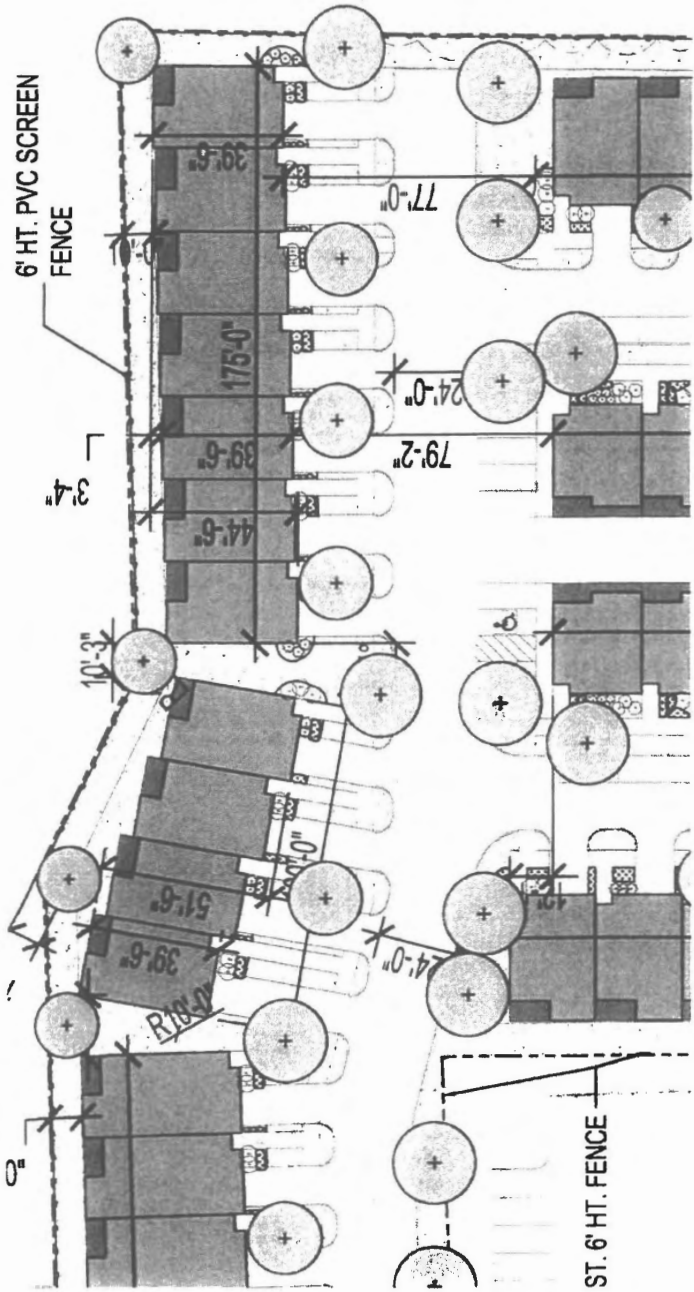
KENNEDY
6659 N. Kedzie Ave.

Chicago, IL

1.113.361.000
www.kennedylandscape.com

2022 N. Michigan Ave
Chicago, IL 60610 USA

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LANDSCAPE LEGEND

- EXISTING TREE
- PROPOSED SHADE TREE
- PROPOSED LARGE SHRUB
- PROPOSED MEDIUM SHRUB
- PROPOSED EVERGREEN SHRUB
- PROPOSED SMALL SHRUB
- PROPOSED ORNAMENTAL GRASS
- PROPOSED PERENNIAL PLANTINGS
- PROPOSED SODDED LAWN

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Chicago, IL

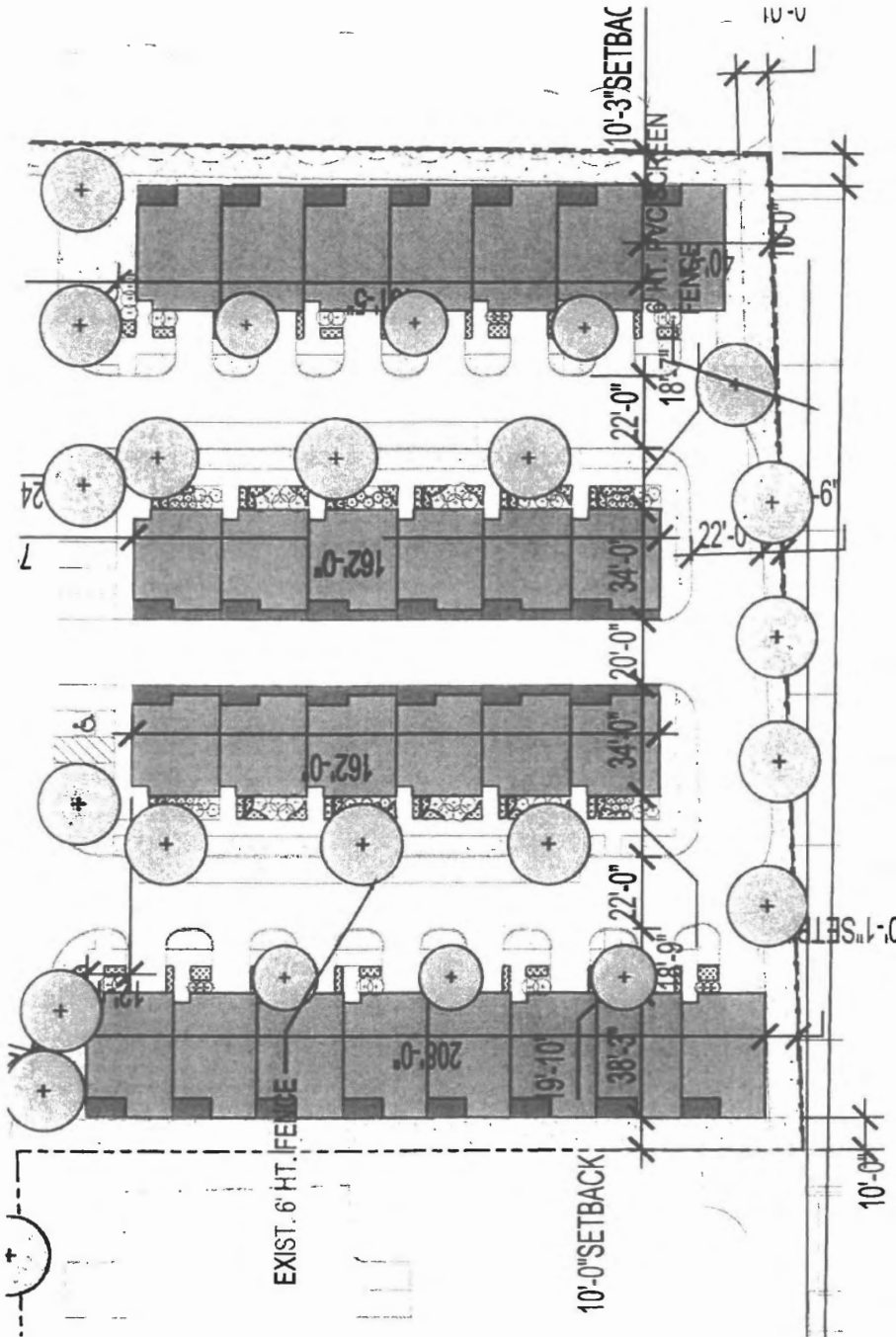


LANDSCAPE PLAN - DETAIL 2

SCALE: 1" = 40'-0"



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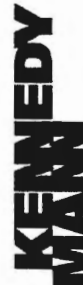


LANDSCAPE PLAN - DETAIL 3

SCALE: 1" = 30'-0"

6659 N. Kedzie Ave.

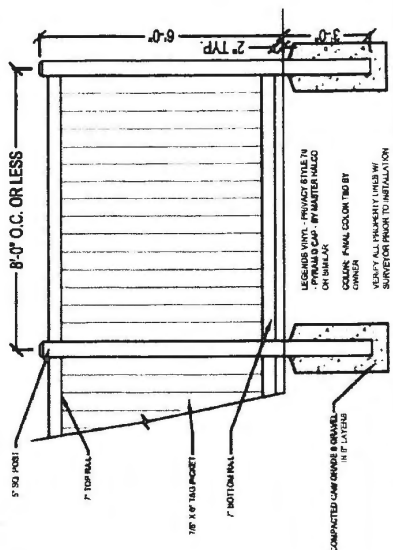
Chicago, IL



1319 N. Dearborn
Chicago, IL 60610
www.kennedymana.com

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PLANT LIST	HT	SIZE	BOY	BOTANICAL NAME	COMMON NAME	COMMENT	WANT
COMMON SHADE TREES	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
COMMON SHADE TREES	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes
	12' H	1 1/2" DIA	12'	Asplenium Platyneuron	Rocky Mountain Fern	12' H	Yes



1 6' HEIGHT SCREEN FENCE DETAIL

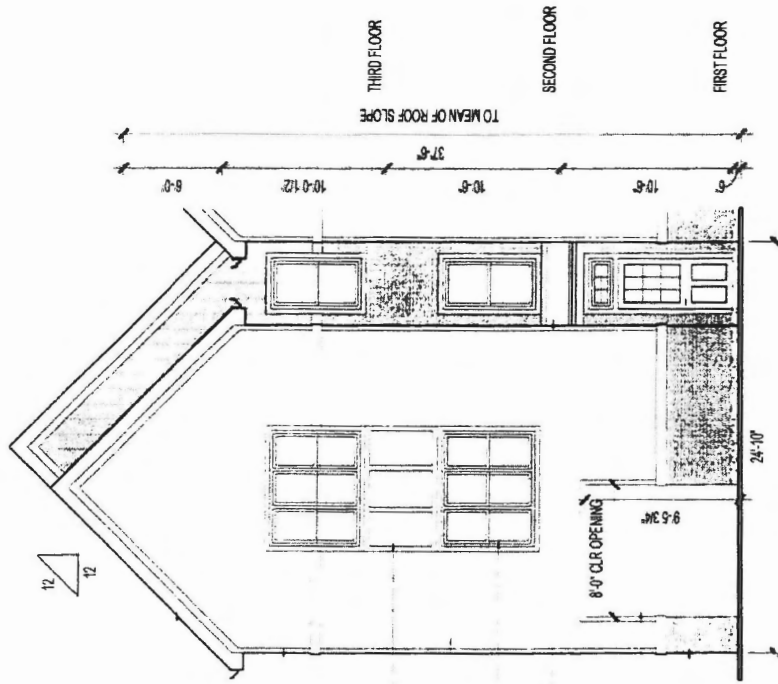
KENNEDY
 2624 N. Kedzie Ave.
 Chicago, IL 60641 USA
 117.34.6588
 www.kennedy.com

6659 N. Kedzie Ave.
 Chicago, IL

PLANT LIST - FENCING
 NTS

NOT TO BE

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ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BD & BATTEN SIDING

SMOOTH FIBER CEMENT PANEL SIDING

FIBER CEMENT LAP SIDING
WINDOWS), TYP.

STANDING SEAM METAL ROOF

CARPORT BEYOND

BRICK, TYP



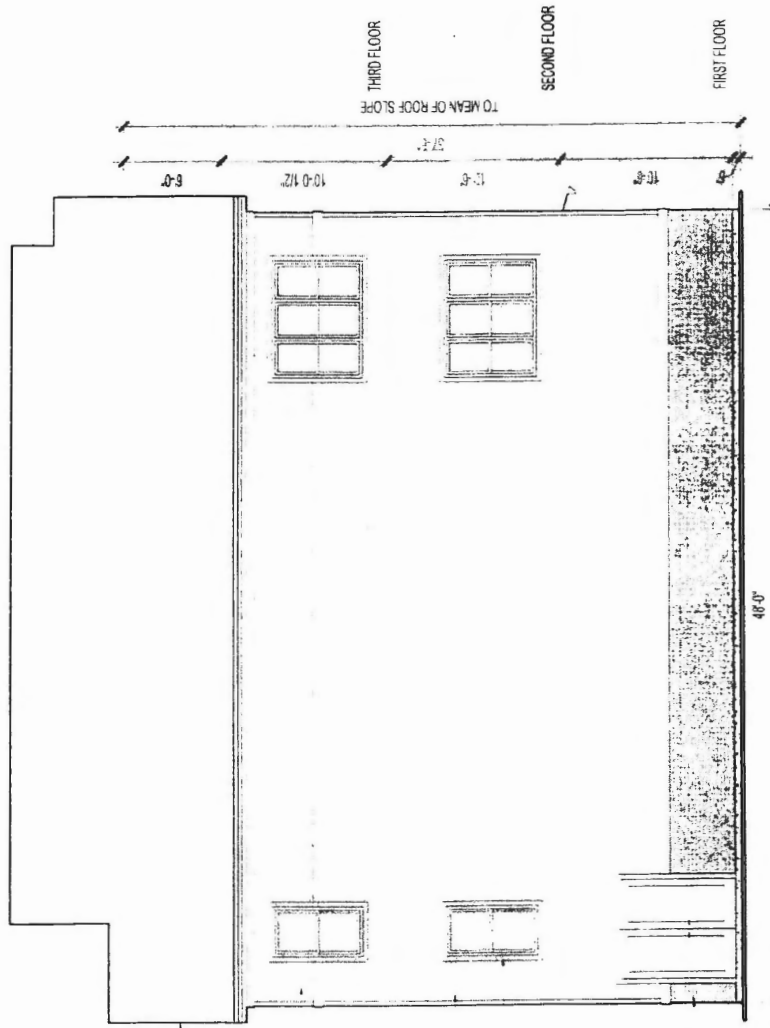
6659 N. Kedzie Ave.

Chicago, IL

UNIT A - TYPICAL ELEVATION 1 (FRONT)

SCALE: 1/8" = 1'-0"

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ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BD & BATTEN SIDING

FIBER CEMENT LAP SIDING
WINDOWS, TYP

BRICK, TYP

UNIT A - TYPICAL ELEVATION 2 (SIDE)

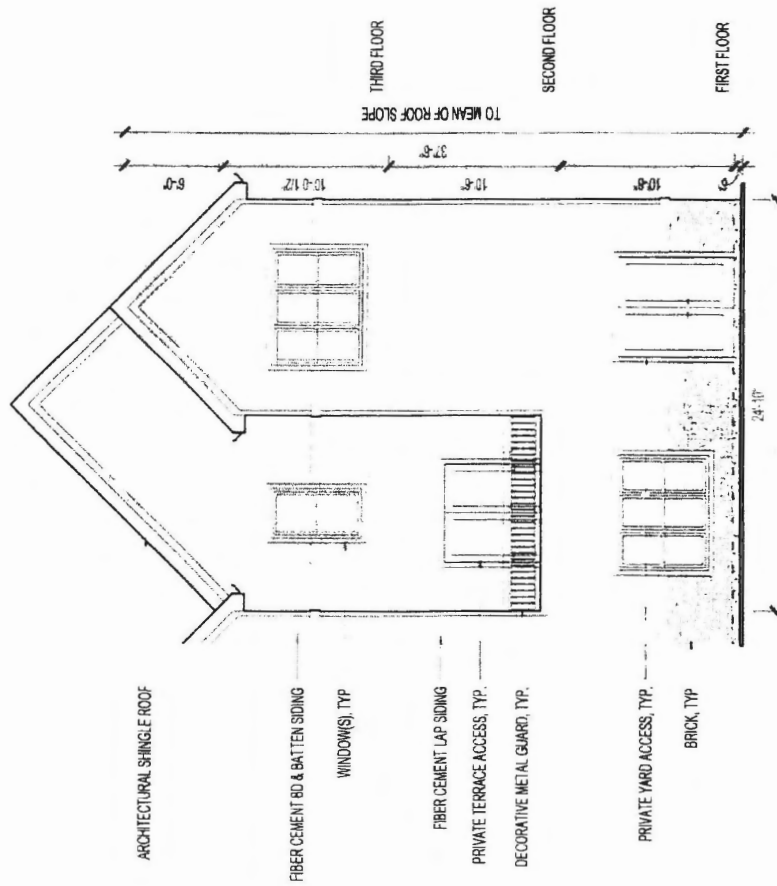
SCALE: 1/8" = 1'-0"

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UNIT A - TYPICAL ELEVATION 3 (REAR)

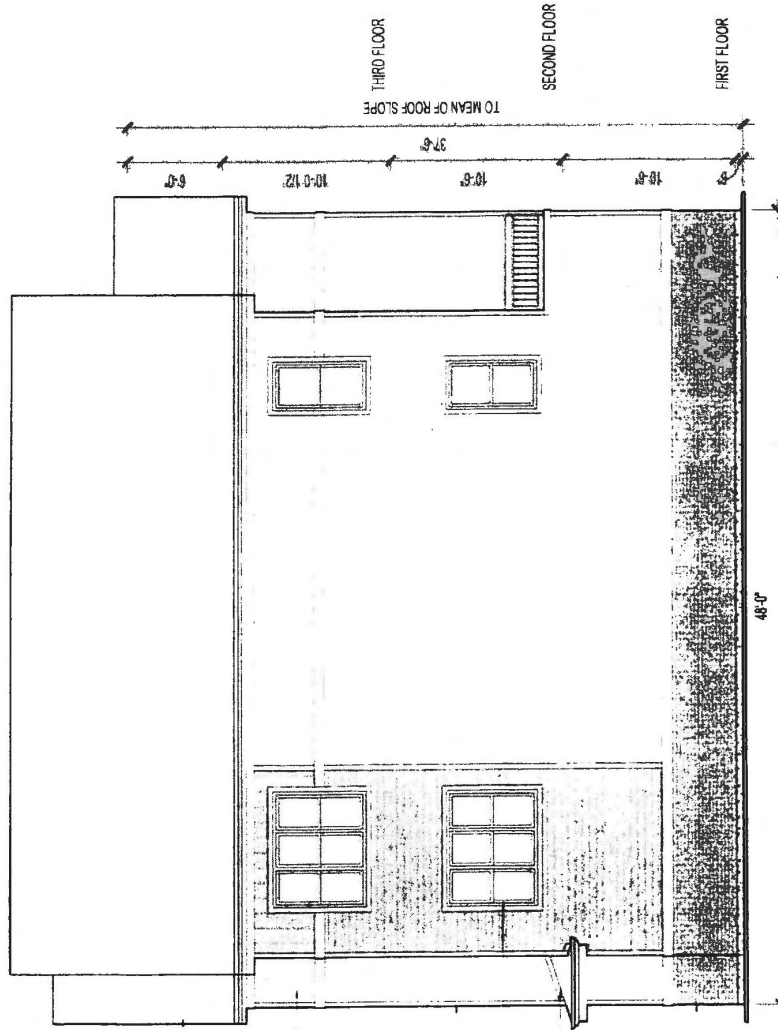
SCALE: 1/8" = 1'-0"

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ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BD & BATTEN SIDING

FIBER CEMENT LAP SIDING
WINDOWS, TYP.

STANDING SEAM METAL ROOF

BRICK, TYP

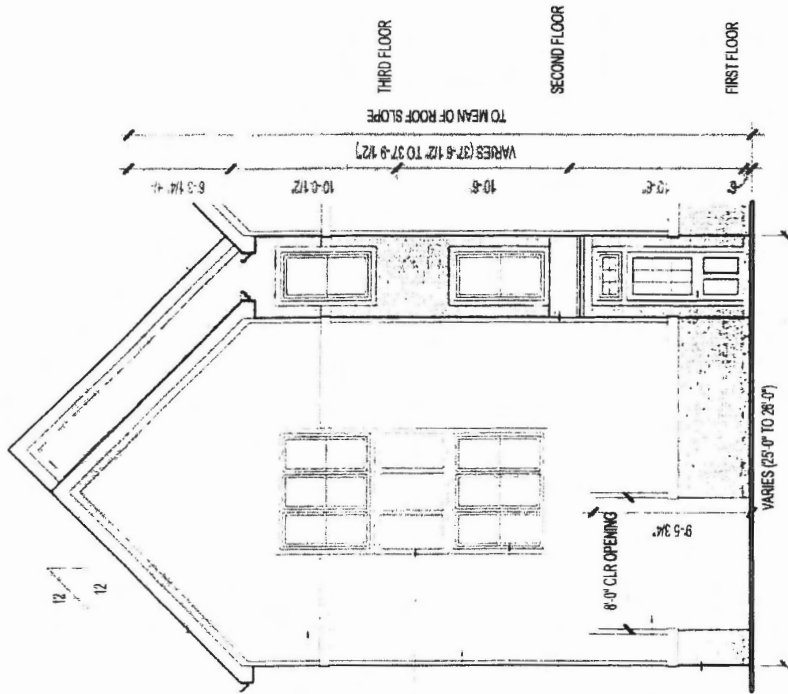
UNIT A - TYPICAL ELEVATION 4 (SIDE)

SCALE: 1/8" = 1'-0"

6659 N. Kedzie Ave.
Chicago, IL



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ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BD & BATTEN SIDING

SMOOTH FIBER CEMENT PANEL SIDING

FIBER CEMENT LAP SIDING

WINDOWS, TYP.

STANDING SEAM METAL ROOF

CARPORT BEYOND

BRICK, TYP

KENNEDY
MANAGED

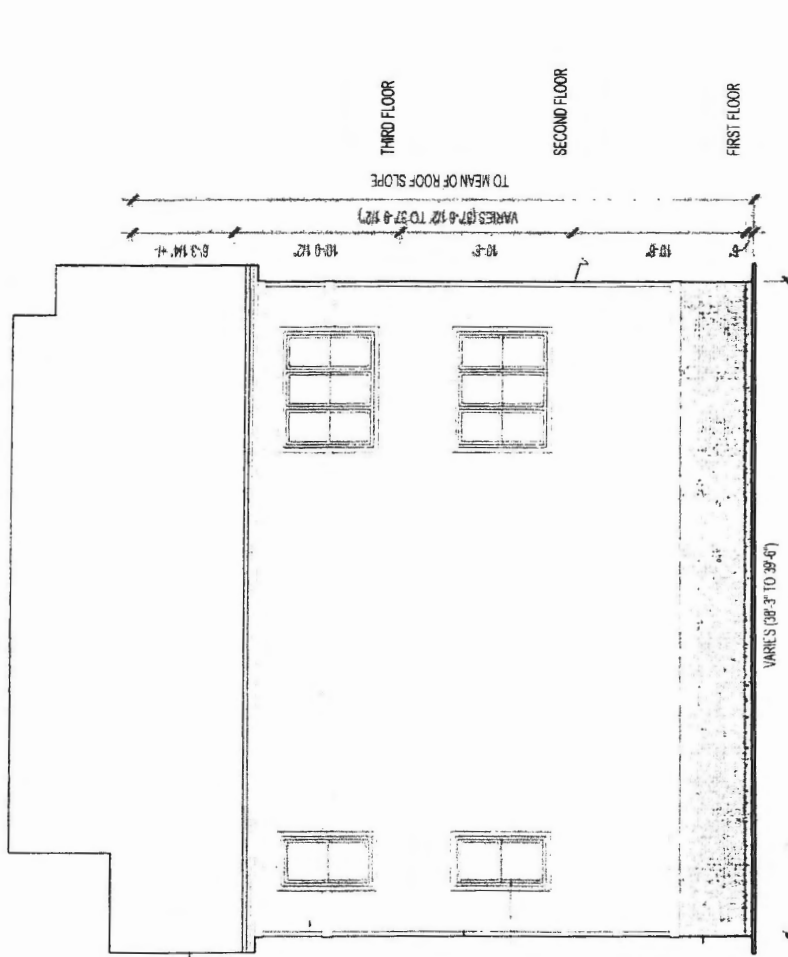
6659 N. Kedzie Ave.

Chicago, IL

UNIT B & C - TYPICAL ELEVATION (FRONT)

SCALE: 1/8" = 1'-0"

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UNIT B & C - TYPICAL ELEVATION 2 (SIDE)

SCALE: 1/8" = 1'-0"

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Chicago, IL



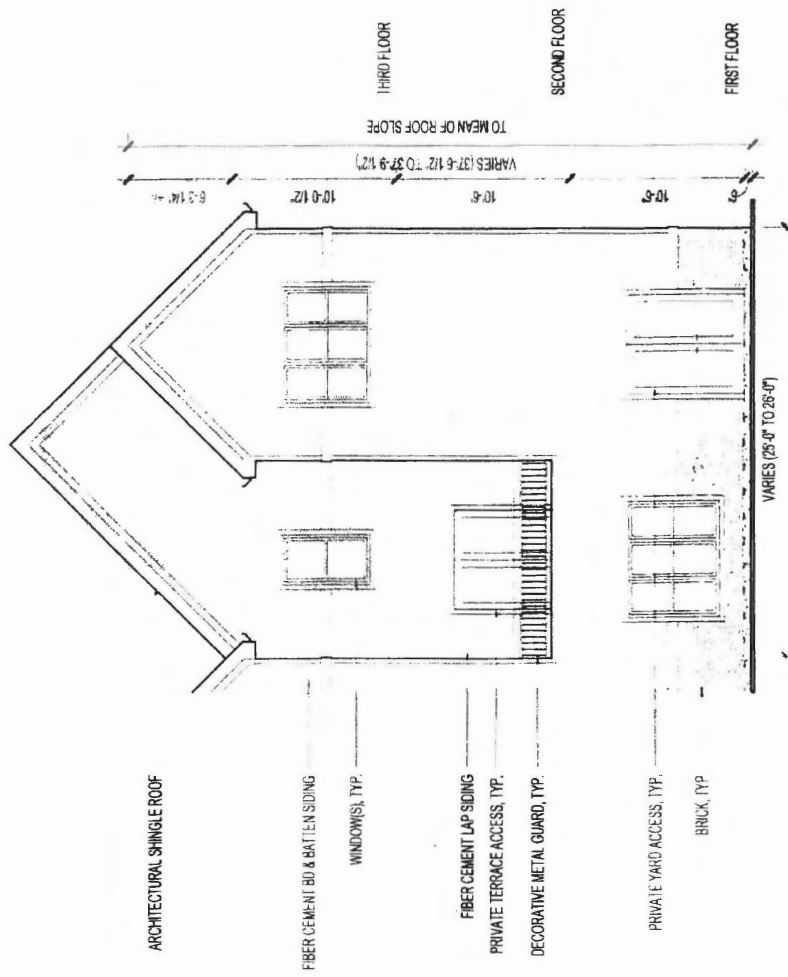
ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BO & BATTEN SIDING

FIBER CEMENT LAP SIDING
WINDOWS, TYP.

BRICK, TYP

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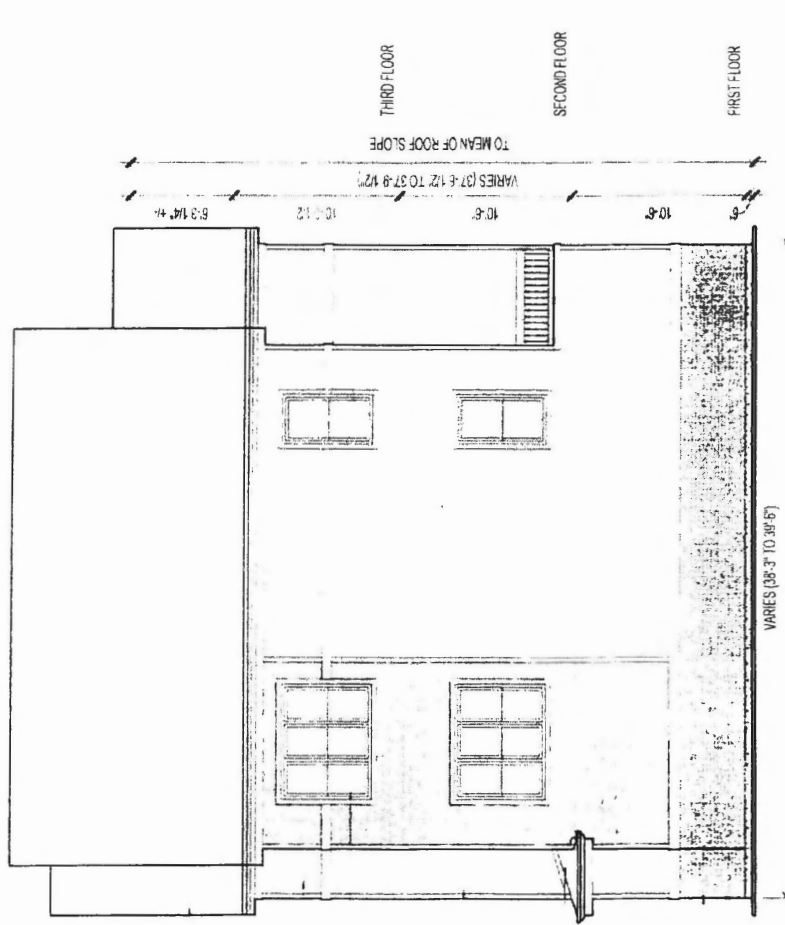
UNIT B & C - TYPICAL ELEVATION 3 (REAR)

SCALE: 1/8" = 1'-0"

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 Chicago, IL

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UNIT B & C - TYPICAL ELEVATION 4 (SIDE)

SCALE: 1/8" = 1'-0"

6659 N. Kedzie Ave.

Chicago, IL



ARCHITECTURAL SHINGLE ROOF

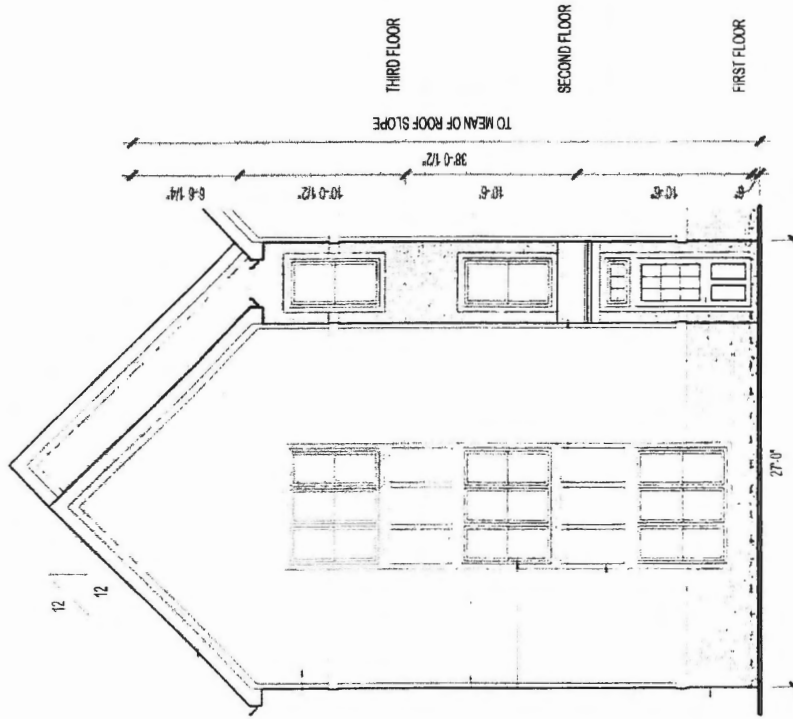
FIBER CEMENT BD & BATTEN SIDING
WINDOWS, TYP

FIBER CEMENT LAP SIDING

STANDING SEAM METAL ROOF

BRICK, TYP

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ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BD & BATTEN SIDING

FIBER CEMENT LAP SIDING
WINDOWS), TYP.

STANDING SEAM METAL ROOF
SMOOTH FIBER CEMENT PANEL SIDING

BRICK, TYP



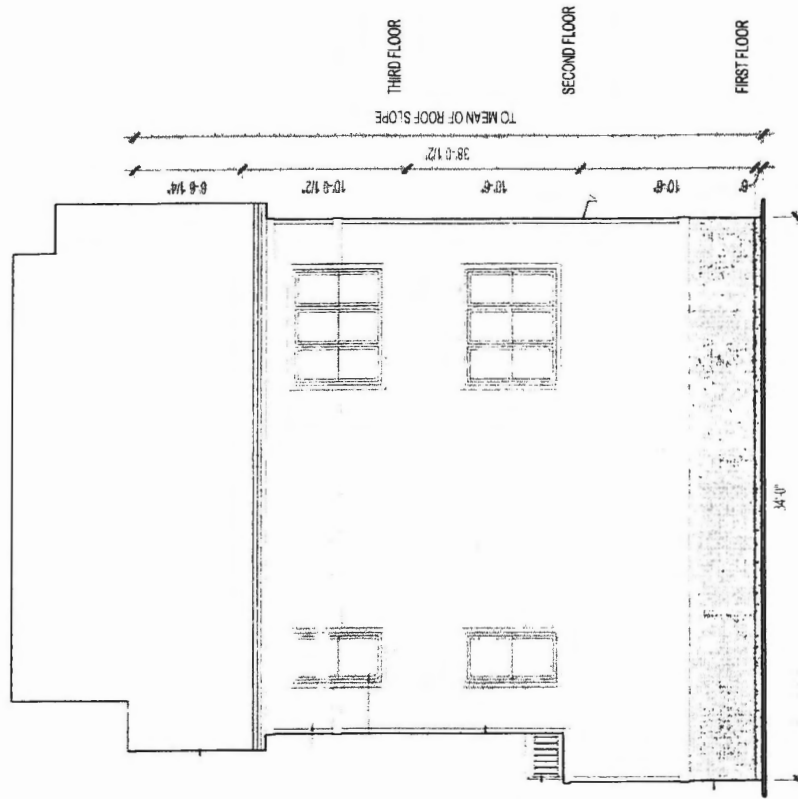
6659 N. Kedzie Ave.

Chicago, IL

UNIT D - TYPICAL ELEVATION 1 (FRONT)

SCALE: 1/8" = 1'-0"

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ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BD & BATTEN SIDING

WINDOWS, TYP

FIBER CEMENT LAP SIDING

DECORATIVE METAL GUARD, TYP

BRICK, TYP

UNIT D - TYPICAL ELEVATION 2 (SIDE)

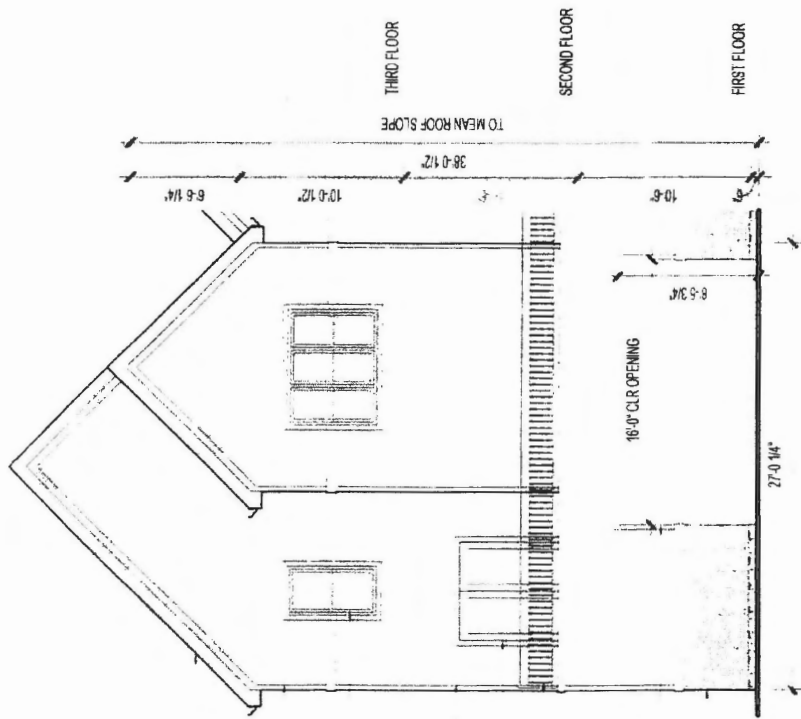
SCALE: 1/8" = 1'-0"

KENNEDY
MAN

6659 N. Kedzie Ave.

Chicago, IL

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ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BD & BATTEN SIDING

WINDOWS, TYP.

FIBER CEMENT LAP SIDING

PRIVATE TERRACE ACCESS, TYP.

DECORATIVE METAL GUARD, TYP.

CARPPOUT BEYOND

BRICK, TYP.

6659 N. Kedzie Ave.

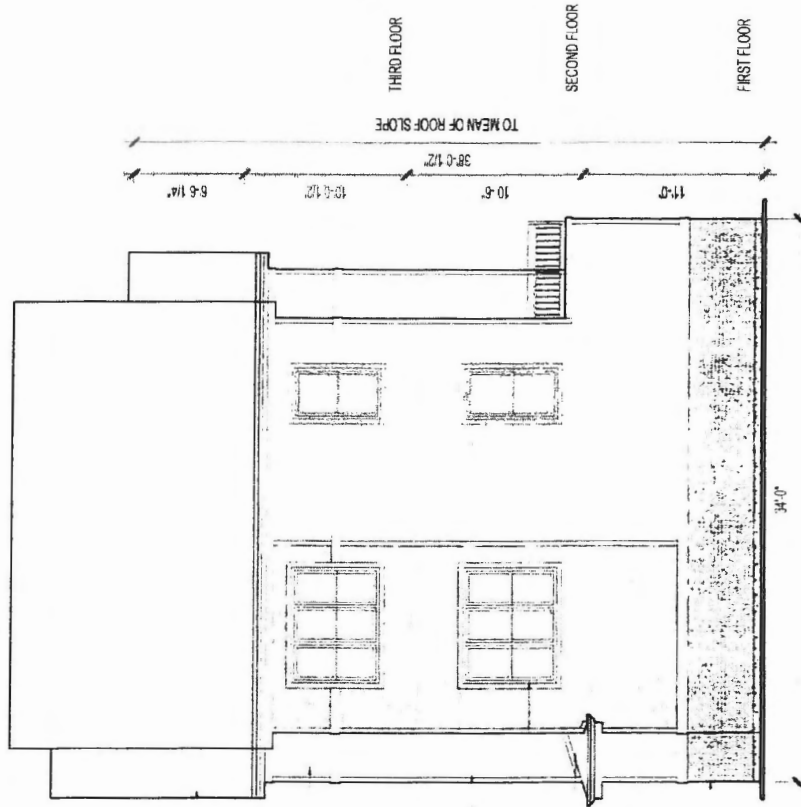
Chicago, IL



UNIT D - TYPICAL ELEVATION 3 (REAR)

SCALE: 1/8" = 1'-0"

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ARCHITECTURAL SHINGLE ROOF

FIBER CEMENT BD & BATTEN SIDING

FIBER CEMENT LAP SIDING

WINDOWS, TYP

STANDING SEAM METAL ROOF

BRICK, TYP

UNIT D - TYPICAL ELEVATION 4 (SIDE)

SCALE: 1/8" = 1'-0"

**KENNEDY
MANNEY**

6659 N. Kedzie Ave.

Chicago, IL

Reclassification Of Area Shown On Map Nos. 18-B And 20-B.
 (Application No. A-8964)
 (Common Address: 2733 -- 2899 E. 79th St. And 2800 -- 2870 E. 79th St.)
 [O2025-0016325]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-2 Community Shopping Districts symbols and indications as shown on Map Numbers 18-B and 20-B in the area bounded by:

South Manistee Avenue; East 79th Street; South Burnham Avenue; the alley next north of and parallel to East 79th Street; South Escanaba Avenue; a line 100 feet south of East 79th Street; South Muskegon Avenue; a line 75 feet south of and parallel to East 79th Street; the alley next west of and parallel to South Burnham Avenue; and the alley next south of and parallel to East 79th Street,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 18-D.
 (As Amended)
 (Application No. 22722T1)
 (Common Address: 1258 E. 79th St.)

[SO2025-0016615]

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 18-D in the area generally bounded by:

a line 79.70 feet north of and parallel to East 79th Street; South Kimbark Avenue; East 79th Street; and the public alley next west of and parallel to South Kimbark Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Landscape Plan; Architectural Site Plan; Level Two and Roof Floor Plans;
 and North, South, East and West Building Elevations attached to this
 ordinance printed on pages 28863 through 28868 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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App. No. : 22722-T1

TYPE 1 ZONING MAP AMENDMENT Substitute Zoning Narrative and Plans 1258 E. 79th Street

False Hope Brand Co. is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 1258 E. 79th Street ("Property"). The Property is vacant and unimproved. The Applicant is a sustainable lifestyle and luxury clothing brand deeply rooted in sustainability, and seeks to establish a cut & sew facility, with ancillary uses including a barber shop and retail operations, at the Property. In order to do so, the Applicant is seeking to amend the Property's existing B3-2 Community Shopping District to a C1-2 Neighborhood Commercial District.

The Property contains a total of 10,042 sf. and is located at the northwest corner of South Kimbark Avenue and East 79th Street. The Property is located within transit-served location ("TSL") due to its close proximity (1,022 ft) to the 79th St, Metra Electric Station. The Applicant plans to develop the Property with i. a 2-story building, containing 9,792 sf ("Proposed Building"); ii. two (2) on-site, exterior parking spaces and iii. ten (10) bicycle spaces ("Proposed Development"). With a focus on sustainability, the Proposed Building will be constructed using eco-friendly industrial shipping containers.

The Proposed Building will include the proposed cut and sew facility within the 1st and 2nd floors, with a small retail space (718 sf) on the 2nd floor, which will operate as the "False Hope Shopping Space", in which its garments will be available for sale to luxury apparel buyers by appointment only, and not accessible to the general public. Plans for the Proposed Building also include a barber shop (1,106 sf) within the 1st floor of the Proposed Building. The proposed barber shop will include six (6) chairs and will be operated by local professional barbers.

(a) Floor Area and Floor Area Ratio:

- i. Lot Area: 10,042 sf
- ii. Total building area: 9,792 sf
- iii. Floor Area Ratio (FAR): 1.00

(b) Density (Lot Area per Dwelling Unit): Not applicable (no dwelling units)

- (c) Parking:** 2 vehicular parking spaces
10 bicycle spaces

(d) Setbacks:

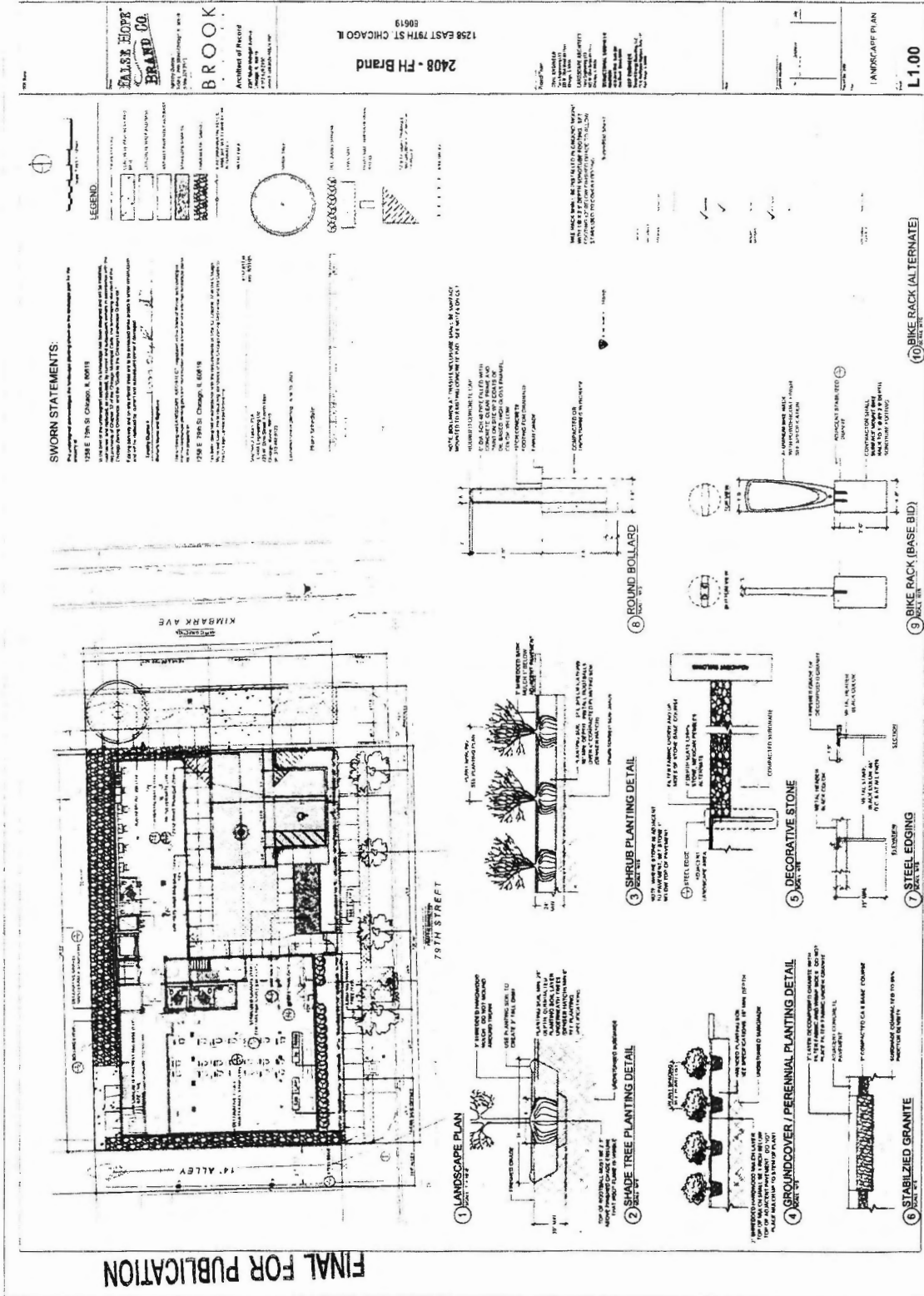
- i. Front setback:
- Proposed: 7'-2"
**Administrative adjustment per 17-13-1003-P*
- ii. Rear setback :
- Proposed: 7'-0"
- Required: 2'
- iii. Side setbacks:
- Proposed:
 o East: 2'-0"
 o West: 4'-6"
- Required: N/A

- (e) Building zoning height:** 22 ft. (proposed)

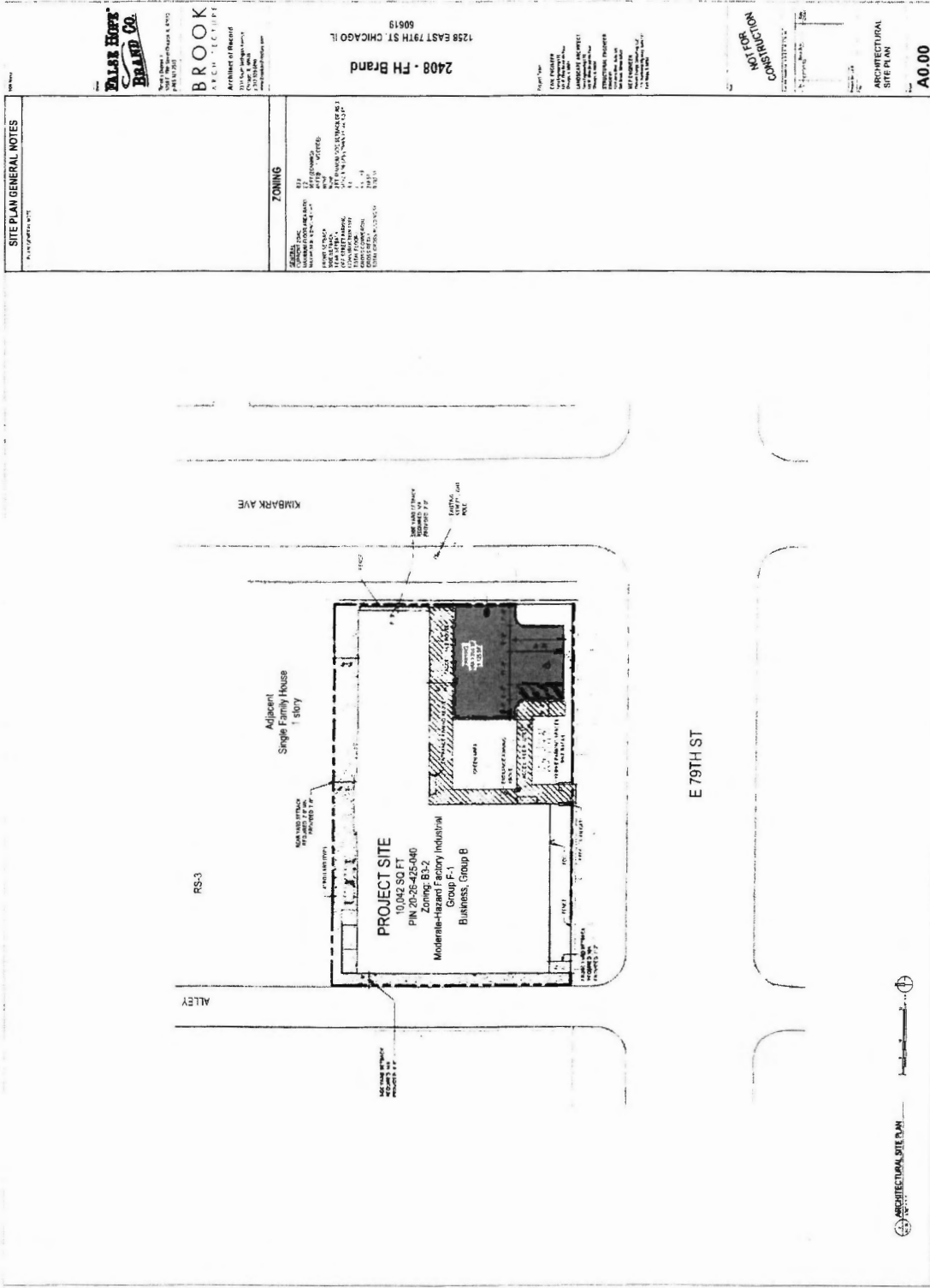
FINAL FOR PUBLICATION**App. No. : 22722-T1**

(f) Off-street loading: NA

**Pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, as part of this Type 1 Zoning Map Amendment, the Applicant seeks administrative adjustments from the Chicago Zoning Ordinance to i) reduce the Proposed Development's automobile parking requirement from 10 to 2 spaces (§17-10-0102-B(1)); ii) waive building location requirement (§17-13-1003-P) and iii. waive access to property requirement (§17-13-1003-S).*



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SITE PLAN GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.

2. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

3. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

4. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

5. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

6. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

7. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

8. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

9. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

10. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

11. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

12. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

13. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

14. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

15. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

16. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

17. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

18. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

19. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

20. THE SHOWN LOT AREA IS 10,042 SQ. FT. (230.00' X 43.66').

2408 - FH Brand
1258 EAST 79TH ST CHICAGO IL 60619

BROOK ARCHITECTURE
ARCHITECT OF RECORD
215 W. JACKSON ST. CHICAGO, IL 60604
TEL: (773) 327-1111
WWW.BROOKARCH.COM

YALSA HOFF BRAD CO.
215 W. JACKSON ST. CHICAGO, IL 60604
TEL: (773) 327-1111
WWW.YALSAHOFFBRAD.COM

NOTICE TO CONSTRUCTION

ARCHITECTURAL SITE PLAN

A0.00

FLOOR PLAN LEGEND
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

GENERAL NOTES
 1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL WORK PERFORMED.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 8. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 9. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL WORK PERFORMED.

2408 - FH Brand
 1258 EAST 79TH ST. CHICAGO IL
 60619

PALETTE PART
BRAND

BROOK

Architect of Record
 100 N. Dearborn Ave.
 Chicago, IL 60610
 312.733.3300

CONSTRUCTION FOR CONSTRUCTION

GROUND FLOOR PLAN
A1.01

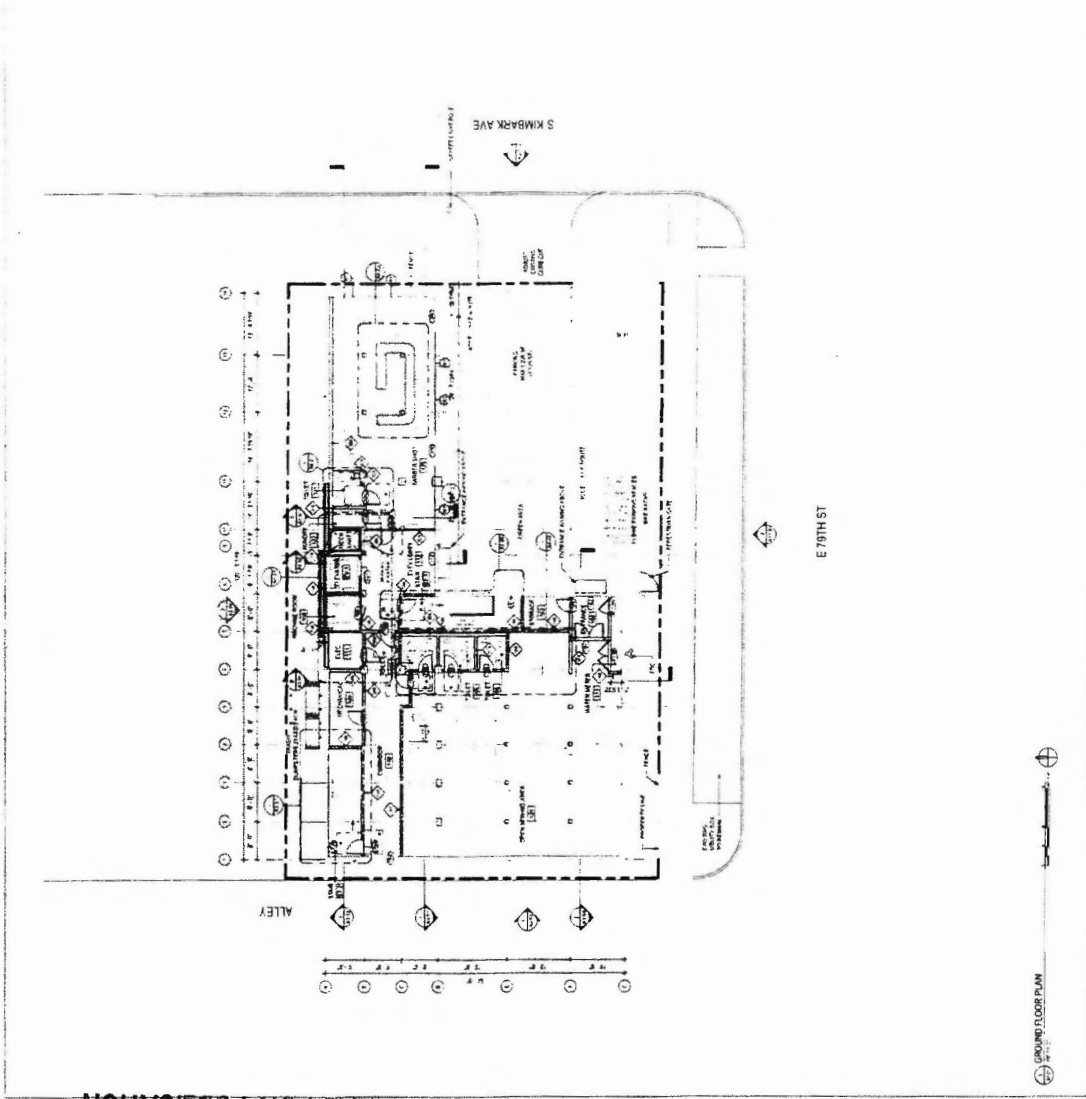
GENERAL NOTES
 1. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL WORK PERFORMED.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 7. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 8. THE CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES AND STRUCTURES.
 9. THE CONTRACTOR SHALL MAINTAIN RECORD DRAWINGS OF ALL WORK PERFORMED.

PARITION SCHEDULE

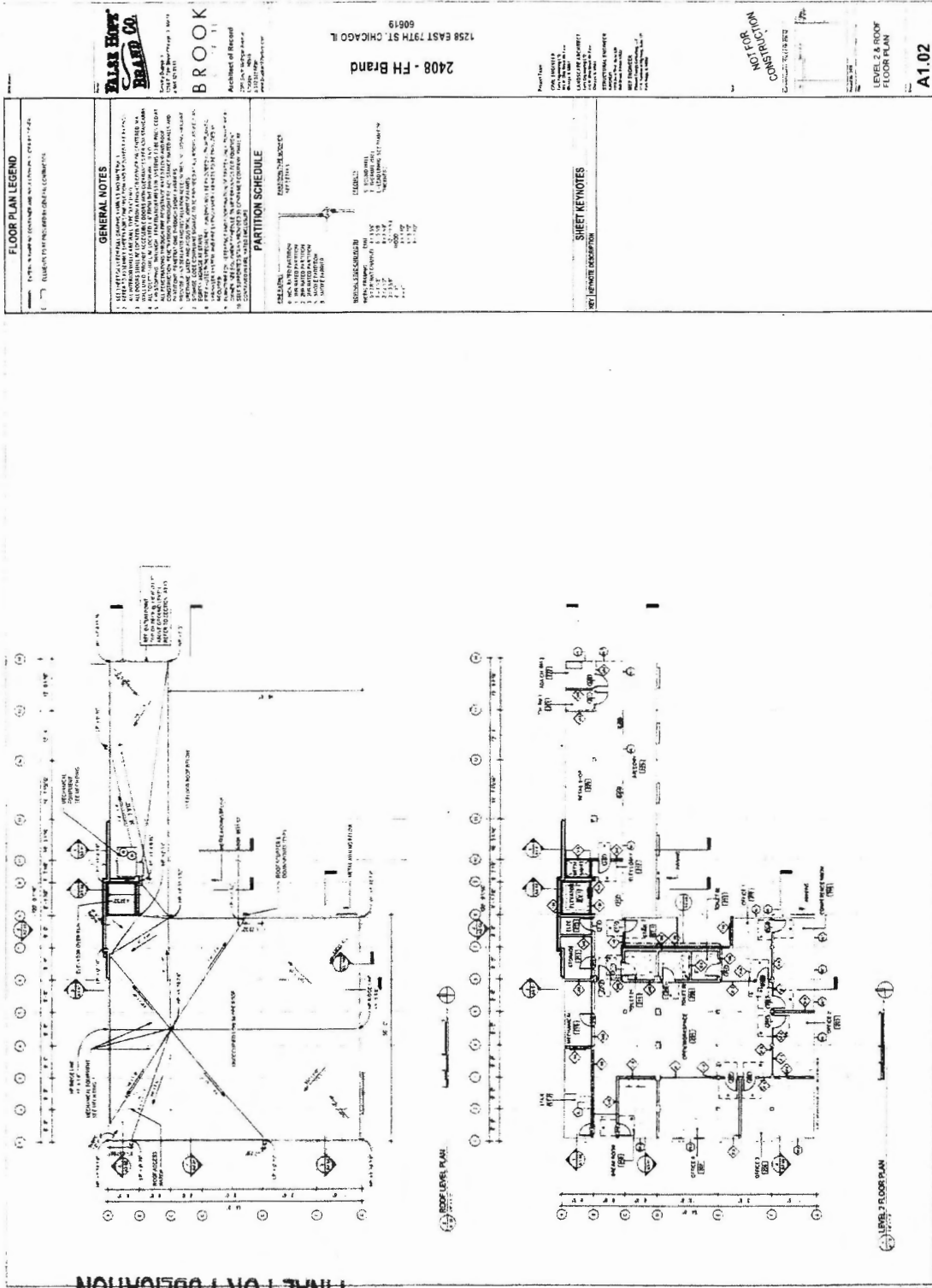
ITEM NO.	DESCRIPTION	QTY	UNIT
1	1/2" GYPSUM BOARD	1,114	SQ. FT.
2	5/8" GYPSUM BOARD	1,114	SQ. FT.
3	1/2" GYPSUM BOARD	1,114	SQ. FT.
4	5/8" GYPSUM BOARD	1,114	SQ. FT.
5	1/2" GYPSUM BOARD	1,114	SQ. FT.
6	5/8" GYPSUM BOARD	1,114	SQ. FT.
7	1/2" GYPSUM BOARD	1,114	SQ. FT.
8	5/8" GYPSUM BOARD	1,114	SQ. FT.
9	1/2" GYPSUM BOARD	1,114	SQ. FT.
10	5/8" GYPSUM BOARD	1,114	SQ. FT.

SHEET KEYNOTES

NET AREA DESCRIPTION



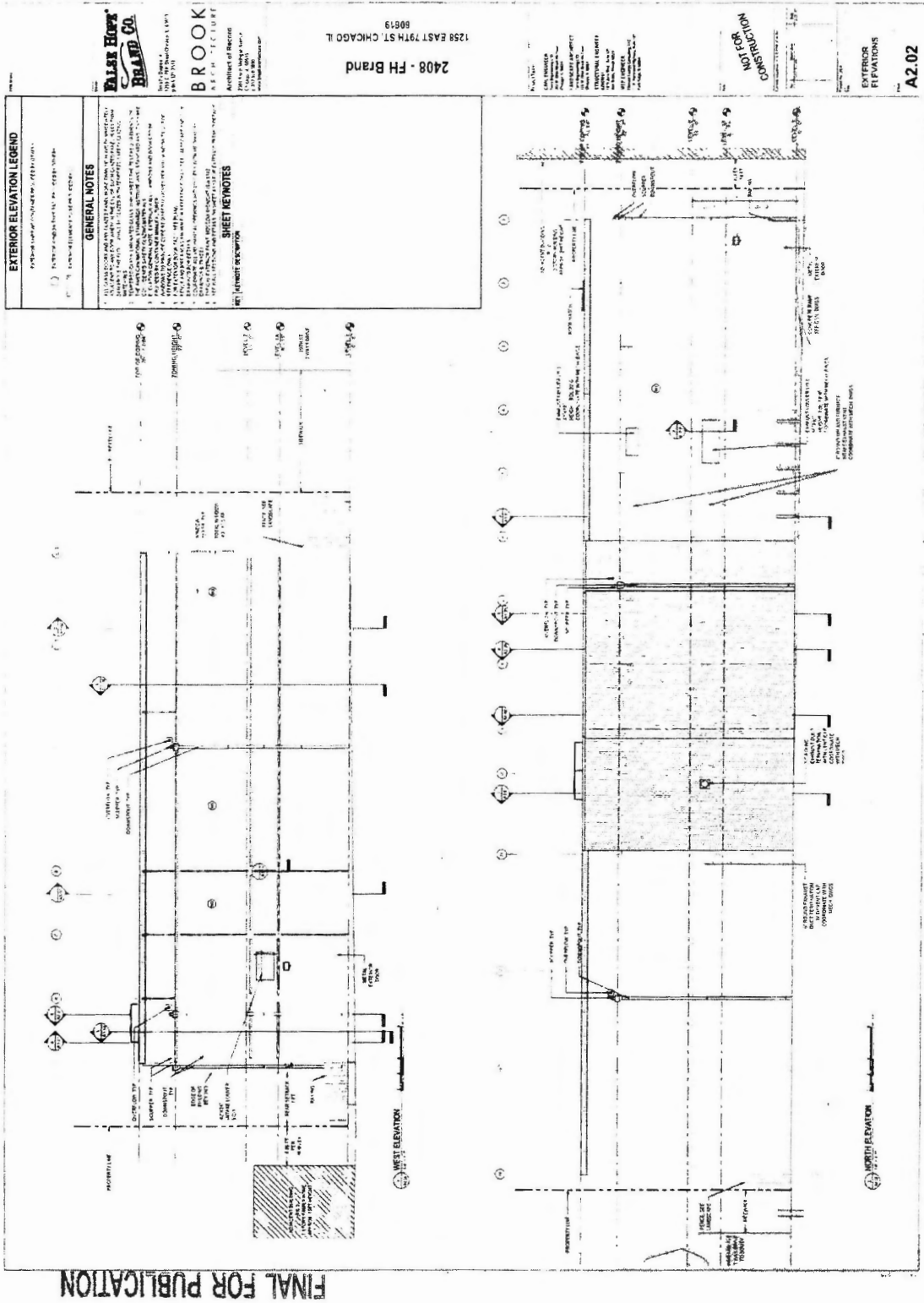
FINAL FOR PUBLICATION



BROOK
Architect of Record
1258 EAST 79TH ST CHICAGO IL 60619
2408 - FH Brand

NOT FOR CONSTRUCTION

LEVEL 2 & ROOF FLOOR PLAN
A1.02



Reclassification Of Area Shown On Map No. 20-B.

(Application No. A-8966)

(Common Address: 8001 -- 8059 S. Muskegon Ave., 8000 -- 8058 S. Escanaba Ave.,
8001 -- 8059 S. Escanaba Ave., 8000 -- 8058 S. Exchange Ave., 2949 --
3025 E. 80th St., 2948 -- 3024 E. 80th Pl., 2949 -- 3025 E. 80th Pl.
And 2948 -- 3024 E. 81st St.)

[O2025-0016328]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the RS3 Residential Single-Unit (Detached House) Districts symbols and indications as shown on Map Number 20-B in the area bounded by:

East 80th Street; South Exchange Avenue; a line 149 feet north of East 81st Street; the alley next west of and parallel to South Exchange Avenue; East 80th Street; South Houston Avenue; East 81st Street; and South Muskegon Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 20-F.

(Application No. A-8963)

(Common Address: 7900 -- 7929 S. Parnell Ave., 7900 -- 8132 S. Vincennes Ave.,
7914 -- 8143 S. Normal Ave., 411 -- 442 W. 79th Pl., 526 -- 430 W. 80th St.,
501 -- 512 W. 81st St. And 511 -- 501 W. 81st Pl.)

[O2025-0016323]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the RS3 Residential Single-Unit (Detached House) and RT4 Residential Two-Flat, Townhouse and Multi-Unit Districts symbols and indications as shown on Map Number 20-F in the area bounded by:

West 79th Street; South Vincennes Avenue; West 79th Place; the alley next west of and parallel to South Vincennes Avenue; West 80th Street; South Vincennes Avenue; a line 26.58 feet north of and parallel to West 81st Street; a line 105.2 feet west of and parallel to South Vincennes Avenue; West 81st Street; South Normal Avenue; the alley next south of and parallel to West 81st Street; the alley next west of and parallel to South Vincennes Avenue; a line 123.65 feet south of West 81st Street, as measured

along the west right-of-way line of South Vincennes Avenue and perpendicular thereto; a line 125 feet west of and parallel to South Vincennes Avenue; a line 140.4 feet south of West 81st Street, as measured along the west line of South Vincennes Avenue and perpendicular thereto; South Vincennes Avenue; a line 195 feet south of and parallel to the alley next south of and parallel to West 81st Street; South Normal Avenue; a line 291.5 feet south of and parallel to the alley next south of and parallel to West 81st Street; a line 82.8 feet east of and parallel to South Normal Avenue; a line 316.5 feet south of and parallel to the alley next south of and parallel to West 81st Street; a line 135.3 feet north of and parallel to West 82nd Street, as measured along the west right-of-way line of South Vincennes Avenue; a line 175 feet west of and parallel to South Normal Avenue; the south right-of-way line of the alley next south of and parallel to West 81st Street; a line 250 feet west of and parallel to South Normal Avenue; South Parnell Avenue; the alley next south of and parallel to West 80th Street; the alley next west of and parallel to South Parnell Avenue; West 80th Street; the alley next west of and parallel to South Parnell Avenue; a line 107 feet south of and parallel to West 79th Street; South Parnell Avenue; the alley next south of and parallel to West 79th Street; South Normal Avenue; the alley next south of and parallel to West 79th Street; the alley next west of and parallel to South Vincennes Avenue; a line 156 feet south of and parallel to West 79th Street; and a line 115 feet west of South Vincennes Avenue, as measured along the south right-of-way line of West 79th Street and perpendicular thereto,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 26-G.

(Application No. A-8970)

(Common Address: 1201 -- 1357 W. 108th Pl., 1200 -- 1358 W. 109th St., 1201 -- 1421 W. 109th St., 1200 -- 1432 W. 109th Pl., 1233 -- 1435 W. 109th Pl., 1200 -- 1436 W. 110th St., 1201 -- 1435 W. 110th St., 1200 -- 1436 W. 110th Pl. And 1101 -- 1437 W. 110th Pl.)

[O2025-0016179]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the RS3 Residential Single-Unit (Detached House) Districts symbols and indications as shown on Map Number 26-G in the area bounded by:

West 108th Place; South Racine Avenue; West 110th Place; South Aberdeen Street; the alley next south of and parallel to West 110th Place; South Bishop Street; West 109th Street; and South Loomis Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

DESIGNATION OF WAX TRAX! RECORDS AT 2449 N. LINCOLN AVE. AS CHICAGO LANDMARK.

[O2025-0016599]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

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 May 20, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0016754 that amends Municipal Code Sections 17-3-0207 and 17-4-0207 regarding residential storage warehouses in B3, C1, C2, C3 and DX zoning districts, noting that Alderperson Lawson would like to be recorded as voting "No" on the matter.

Page 1 also contains Document Number O2025-0016599 regarding the historical landmark designation for Wax Trax! located at 2449 North Lincoln Avenue in the 43rd Ward.

Moving on, pages 2 through 13 contain various map amendments in the 1st, 4th, 8th, 11th, 14th, 15th, 16th, 21st, 24th, 25th, 26th, 27th, 28th, 31st, 32nd, 33rd, 36th, 43rd, 44th, 45th, 47th and 50th Wards.

Lastly, page 1 contains various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 11th, 13th, 22nd, 25th, 27th, 28th, 29th, 32nd, 34th, 36th, 42nd, 44th, 47th, 48th 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through 2-120-690, the Commission on Chicago Landmarks (the "Commission") has determined that WAX TRAX! (the "Building") located at 2449 North Lincoln Avenue, Chicago, Illinois, and legally described in Exhibit 1, attached hereto, satisfies two (2) criteria for landmark designation as set forth in Sections 2-120-620 (1) and (4) of the Municipal Code; and

WHEREAS, Life and business partners Jim Nash and Dannie Flesher opened the WAX TRAX! record store at the Building in 1978. From its opening through its closure in 1993, the store invigorated Chicago's music scene. With bootlegs, imports and hard-to-find records, cassettes, CDs and videos, the Building became an extraordinary retail destination. It carried music not readily available elsewhere including punk, post-punk, rockabilly, glam, English R&B, power pop, psychedelic/psych pop, mod, European synth-pop, new wave, avant-garde, select rock 'n roll and other eclectic selections. The stock included rare, out-of-print and collectible records as well as independent label releases. The Building was also Chicago's best source for fanzines (a type of fan-based journalism focused primarily on non-mainstream music genres and bands) and imported, punk-inspired clothing lines; and

WHEREAS, The store at the Building helped to shape the world's perceptions of Chicago music. As the home base of the WAX TRAX! record label, the Building helped to launch industrial-dance music, which came to be known as industrial music, in the United States. This early electronic-based dance music, which employed tape loops, sound effects, and drum patterns to create a machine-made sound over rock instrumentation, was a new genre that would influence the direction of future music across the globe; and

WHEREAS, Using the Building as their center of operations, owners Jim Nash and Dannie Flesher helped to bring the world to Chicago by producing and promoting shows for cutting-edge bands like Bauhaus, The Cramps, New Order, and the Jam, bringing many of them to the city for the first time; and

WHEREAS, The record store at the building opened at a time when society's pendulum was swinging away from earlier decades' idealism and freedom-focused liberation toward the New Right and nostalgic conservatism of the Reagan years. The Building provided a rare refuge to outsiders and outcasts as a mecca and a meeting place for those most comfortable or desiring to be separate from the mainstream. It welcomed a diverse collection of communities, people of all races and ethnicities, that otherwise may not have intersected. This embrace included the LGBTQ+ community at a time in America when being labeled homosexual was generally considered, at best, an insult or a joke, if not justification for physical abuse or worse; and

WHEREAS, The arrival of the record store at the Building was monumental in terms of shaping Chicago's music scene. Owners Jim Nash and Dannie Flesher's musical tastes, creative generosity, and willingness to take risks provided the collaborative space, support and inspiration for musicians to experiment with new technology to create a new style of music and led the way for other music-lovers to open their own venues and start their own labels; and

WHEREAS, The store at the Building was a favorite of director John Hughes, in whose films music played a key role. Hughes featured the bands he discovered at the store in soundtracks for some of the most successful films of the 1980s, including *Sixteen Candles*, *The Breakfast Club*, *Ferris Bueller's Day Off* and *Pretty in Pink*, which featured a re-created set version of the Building; and

WHEREAS, The Building is a neighborhood store and flat building with an unusually high degree of ornamentation. It is a rare, early example of the use of glazed-brick cladding applied to a small-scale structure; and

WHEREAS, The Building maintains an original Renaissance Revival cornice with large, curved brackets, decorative swags, vertically projecting palmettes, and a finial atop a volute-framed panel; and

WHEREAS, Carved Bedford limestone elements on the Building's facade include prominent window hoods and sills and a first-floor cornice with *mascarons* (human faces), which are rarely found on a store and flat building; and

WHEREAS, The Building was built circa the 1880s and re-fronted circa 1900 in white-glazed brick. White-glazed brick and terra cotta had become fashionable after Chicago held the 1893 World's Columbian Exposition, nicknamed the "White City" for its

City Beautiful-inspired, white-colored architecture. The popularity of the fair's gleaming white Neoclassical structures, combined with advances in the manufacturing and availability of terra cotta and enameled brick, led to its utilization in commercial structures throughout the City. Nowhere was this more prominent than the City's most vital commercial corridor, State Street, where it was the preferred cladding for dozens of skyscrapers through World War I; 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 February 6, 2025, 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 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description (Subject To Final Survey And Title Commitment):

The northwesterly half of Lot 9 in Block 20 of Canal Trustees' Subdivision of the east half of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

2447 -- 2449 North Lincoln Avenue
Chicago, Illinois (odds).

commonly known as:

2449 North Lincoln Avenue
Chicago, Illinois.

Permanent Index Number:

14-29-424-010-0000.

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

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 May 20, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0016754 that amends Municipal Code Sections 17-3-0207 and 17-4-0207 regarding residential storage warehouses in B3, C1, C2, C3 and DX zoning districts, noting that Alderperson Lawson would like to be recorded as voting "No" on the matter.

Page 1 also contains Document Number O2025-0016599 regarding the historical landmark designation for Wax Trax! located at 2449 North Lincoln Avenue in the 43rd Ward.

Moving on, pages 2 through 13 contain various map amendments in the 1st, 4th, 8th, 11th, 14th, 15th, 16th, 21st, 24th, 25th, 26th, 27th, 28th, 31st, 32nd, 33rd, 36th, 43rd, 44th, 45th, 47th and 50th Wards.

Lastly, page 1 contains various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 11th, 13th, 22nd, 25th, 27th, 28th, 29th, 32nd, 34th, 36th, 42nd, 44th, 47th, 48th 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

2051 N. Austin Ave.

[Or2025-0016417]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Storage Post

(* 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: 2051 North Austin Avenue, Chicago, Illinois 60640

Zoning District: Planned Manufacturing District Number 15

DOB Sign Permit Application Number: 101066394

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, 17 feet, 4 inches; height, 5 feet, 9 inches
Total square feet in area: 99 feet
6. Height above grade: 31 feet, 9 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): North (West Dickens Avenue)
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.

3229 N. Broadway

[Or2025-0016751]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Family Room Chicago 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: 3229 North Broadway, Chicago, Illinois 60657

Zoning District: B3-2

DOB Sign Permit Application Number: 101065505

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2045551
5. Dimensions: length, 23 feet, 6 inches; height, 6 feet, 5 inches
Total square feet in area: 150 feet, 9.5 inches
6. Height above grade: 8 feet, 6.5 inches
7. Elevation (side of building or lot where the sign will be erected): West Elevation
8. Name of Sign Contractor/Erector: H.M. Witt & Co. 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.

5840 N. Broadway
(South Elevation)

[Or2025-0016113]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Care For Real

(* 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: 5840 North Broadway, Chicago, Illinois 60640

Zoning District: B1-2

DOB Sign Permit Application Number: TBD

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: TBD
- 5. Dimensions: length, 79 feet, 7 inches; height, 4 feet, 0 inches
Total square feet in area: 318 feet, 4 inches
- 6. Height above grade: 8 feet, 8 inches
- 7. Elevation (side of building or lot where the sign will be erected): South
- 8. Name of Sign Contractor/Erector: H.M. Witt & Company Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5840 N. Broadway
(East Elevation)

[Or2025-0016112]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Care For Real

(* 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: 5840 North Broadway, Chicago, Illinois 60640

Zoning District: B1-2

DOB Sign Permit Application Number: TBD

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: TBD
5. Dimensions: length, 44 feet, 11 inches; height, 3 feet, 11.5 inches
Total square feet in area: 177 feet, 9.5 inches
6. Height above grade: 8 feet, 8 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: H.M. Witt & Company 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.

508 N. Clark St.

[Or2025-0016609]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Mendocino Farms

(* 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: 508 North Clark Street, Chicago, Illinois 60654

Zoning District: DX-7

DOB Sign Permit Application Number: 101067600

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2060389
5. Dimensions: length, 5 feet, 0 inches; height, 6 feet, 0 inches
Total square feet in area: 50 feet, 0 inches
6. Height above grade: 25 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Aberdeen Construction Services, 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.

700 N. Clark St.
(Permit No. 101065305)

[Or2025-0016610]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ambar

(* 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: 700 North Clark Street, Chicago, Illinois 60654

Zoning District: Planned Development Number 1333

DOB Sign Permit Application Number: 101065305

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2052890
5. Dimensions: length, 44 feet, 4 inches; height, 4 feet, 6 inches
Total square feet in area: 200 feet, 0 inches
6. Height above grade: 15 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Thatcher Oaks

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.

700 N. Clark St.
(Permit No. 101065306)

[Or2025-0016611]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ambar

(* 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: 700 North Clark Street, Chicago, Illinois 60654

Zoning District: Planned Development Number 1333

DOB Sign Permit Application Number: 101065306

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2052890
5. Dimensions: length, 25 feet, 6 inches; height, 4 feet, 6 inches
Total square feet in area: 115 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: Thatcher Oaks

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.

5145 N. Clark St.

[Or2025-0016736]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Storage Post

(* 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: 5145 North Clark Street, Chicago, Illinois 60640

Zoning District: B3-5

DOB Sign Permit Application Number: 101066380

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2052076
5. Dimensions: length, 8 feet, 0 inches; height, 10 feet, 5 inches
Total square feet in area: 83 feet
6. Height above grade: 27 feet, 5 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: 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.

1011 S. Delano Ct. E
(Permit No. 101068056)

[Or2025-0016845]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: American Multi-Cinema, 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: 1011 South Delano Court E, Chicago, Illinois 60624

Zoning District: Planned Manufacturing District Number 523

DOB Sign Permit Application Number: 101068056

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No):
If yes, Public Way Use Number: _____
5. Dimensions: length, 45 feet, _____ inches; height, 12 feet, _____ inches
Total square feet in area: 540 feet, _____ inches
6. Height above grade: 58 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Neon Art 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.

1011 S. Delano Ct. E
(Permit No. 101068134)

[Or2025-0016851]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: American Multi-Cinema, 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: 1011 South Delano Court E, Chicago, Illinois 60624

Zoning District: Planned Manufacturing District Number 523

DOB Sign Permit Application Number: 101068134

Sign Details:

- 1. On-premises: Or Off-premises:
- 2. Static sign: Or Dynamic-image display sign:
- 3. Number of sign faces: 1
- 4. Projecting over the public way (Yes or No):
If yes, Public Way Use Number: _____
- 5. Dimensions: length, 45 feet, _____ inches; height, 12 feet, _____ inches
Total square feet in area: 540 feet, _____ inches
- 6. Height above grade: 92 feet, _____ inches
- 7. Elevation (side of building or lot where the sign will be erected): West
- 8. Name of Sign Contractor/Erector: Neon Art 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.

465 N. Desplaines St.
(Permit No. 101067184)

[Or2025-0016168]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 465 North Desplaines Street, Chicago, Illinois 60654

Zoning District: DS-5

DOB Sign Permit Application Number: 101067184

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2058543
5. Dimensions: length, 21 feet, 4 inches; height, 2 feet, 7 inches
Total square feet in area: 55 feet
6. Height above grade: 57 feet, 7 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

465 N. Desplaines St.
(Permit No. 101067187)

[Or2025-0016171]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 465 North Desplaines Street, Chicago, Illinois 60654

Zoning District: DS-5

DOB Sign Permit Application Number: 101067187

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2058543
5. Dimensions: length, 21 feet, 4 inches; height, 2 feet, 7 inches
Total square feet in area: 55 feet
6. Height above grade: 57 feet, 7 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

465 N. Desplaines St.
(Permit No. 101067190)

[Or2025-0016173]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 465 North Desplaines Street, Chicago, Illinois 60654

Zoning District: DS-5

DOB Sign Permit Application Number: 101067190

Sign Details:

- 1. On-premises: X Or Off-premises: _____
- 2. Static sign: X Or Dynamic-image display sign: _____
- 3. Number of sign faces: 1
- 4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: _____
- 5. Dimensions: length, 21 feet, 4 inches; height, 2 feet, 7 inches
Total square feet in area: 55 feet
- 6. Height above grade: 57 feet, 7 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: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

465 N. Desplaines St.
(Permit No. 101067191)

[Or2025-0016174]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Storage

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 465 North Desplaines Street, Chicago, Illinois 60654

Zoning District: DS-5

DOB Sign Permit Application Number: 101067191

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 21 feet, 4 inches; height, 2 feet, 7 inches
Total square feet in area: 55 feet
6. Height above grade: 57 feet, 7 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: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2658 W. Devon Ave.
(Permit No. 101066924)

[Or2025-0016847]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Midwest Realty One 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: 2658 West Devon Avenue, Chicago, Illinois 60659

Zoning District: B1-3

DOB Sign Permit Application Number: 101066924

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 14 feet, 1 inch; height, 9 feet, 8 inches
Total square feet in area: 136 feet, _____ inches
6. Height above grade: 9 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): 21 feet, 9 inches
8. Name of Sign Contractor/Erector: A & Q Electrical, 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.

2658 W. Devon Ave.
(Permit No. 101066928)
(85 Sq. Ft.)

[Or2025-0016852]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Midwest Realty One 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: 2658 West Devon Avenue, Chicago, Illinois 60659

Zoning District: B1-3

DOB Sign Permit Application Number: 101066928

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 18 feet, 11 inches; height, 4 feet, 6 inches
Total square feet in area: 85 feet, _____ inches
6. Height above grade: 11 feet, 5 inches
7. Elevation (side of building or lot where the sign will be erected): 69 feet, 1 inch
8. Name of Sign Contractor/Erector: A & Q Electrical, 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.

2658 W. Devon Ave.
(Permit No. 101066928)
(110 Sq. Ft.)

[Or2025-0016854]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Midwest Realty One 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: 2658 West Devon Avenue, Chicago, Illinois 60659

Zoning District: B1-3

DOB Sign Permit Application Number: 101066928

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 13 feet, 10 inches; height, 7 feet, 11 inches
Total square feet in area: 110 feet, _____ inches
6. Height above grade: 11 feet, 5 inches
7. Elevation (side of building or lot where the sign will be erected): 69 feet, 1 inch
8. Name of Sign Contractor/Erector: A & Q Electrical, 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.

2658 W. Devon Ave.
(Permit No. 101066930)

[Or2025-0016855]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Midwest Realty One LLC -- haaris@crystallakehi.com

(* 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: 2658 West Devon Avenue, Chicago, Illinois 60659

Zoning District: B1-3

DOB Sign Permit Application Number: 101066930

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 13 feet, 10 inches; height, 7 feet, 11 inches
Total square feet in area: 110 feet, _____ inches
6. Height above grade: 11 feet, 5 inches
7. Elevation (side of building or lot where the sign will be erected): 69 feet, 1 inch
8. Name of Sign Contractor/Erector: A & Q Electrical, 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.

2211 N. Elston Ave.

[Or2025-0016835]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Keller Williams ONEChicago

(* 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: 2211 North Elston Avenue, Chicago, Illinois 60632

Zoning District: C3-3

DOB Sign Permit Application Number: 101067619

Sign Details:

- 1. On-premises: Or Off-premises:
- 2. Static sign: Or Dynamic-image display sign:
- 3. Number of sign faces: 1
- 4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
- 5. Dimensions: length, 15 feet, 0 inches; height, 4 feet, 2 inches
Total square feet in area: 63 feet
- 6. Height above grade: 58 feet, 4 inches to top of sign or sign structure
- 7. Elevation (side of building or lot where the sign will be erected): Southwest
(North Elston Avenue)
- 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.

6609 W. Fullerton Ave.
(West Elevation)

[Or2025-0016797]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Raising Cane's

(* 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: 6609 West Fullerton Avenue, Chicago, Illinois 60607

Zoning District: B3-1

DOB Sign Permit Application Number: 101066740

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 16 feet, 0 inches; height, 8 feet, 0 inches
Total square feet in area: 128 feet, _____ inches
6. Height above grade: 35 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: All-Right Sign, 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.

6609 W. Fullerton Ave.
(East Elevation)

[Or2025-0016796]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Raising Cane's

(* 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: 6609 West Fullerton Avenue, Chicago, Illinois 60607

Zoning District: B3-1

DOB Sign Permit Application Number: 101066746

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 15 feet, 6 inches; height, 9 feet, 0 inches
Total square feet in area: 140 feet, inches
6. Height above grade: 12 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: All-Right Sign, 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.

811 W. Fulton Market.

[Or2025-0016619]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Steelcase

(* 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: 811 West Fulton Market, Chicago, Illinois 60607

Zoning District: Planned Development Number 1227

DOB Sign Permit Application Number: 101067742

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: Not Applicable
5. Dimensions: length, 10 feet, 11 inches; height, 2 feet, 4 inches
Total square feet in area: 25 feet, inches
6. Height above grade: 71 feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1032 W. Fulton Market.

[Or2025-0016922]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: The Senator Group

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1032 West Fulton Market, Chicago, Illinois 60607

Zoning District: DS-5

DOB Sign Permit Application Number: _____

Sign Details:

- 1. On-premises: X Or Off-premises: _____
- 2. Static sign: X Or Dynamic-image display sign: _____
- 3. Number of sign faces: 2
- 4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
- 5. Dimensions: length, 17 feet, 2 inches; height, 3 feet, 6 inches
Total square feet in area: 60 feet, _____ inches
- 6. Height above grade: 38 feet, _____ inches
- 7. Elevation (side of building or lot where the sign will be erected): South and East
- 8. Name of Sign Contractor/Erector: _____

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.

218 E. Grand Ave.
(Permit No. 10167514)

[Or2025-0016743]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Club Studio

(* 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: 218 East Grand Avenue, Chicago, Illinois 60611

Zoning District: DX-12

DOB Sign Permit Application Number: 10167514

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2062959
5. Dimensions: length, 38 feet, inches; height, 4 feet, 4 inches
Total square feet in area: 165 feet, inches
6. Height above grade: 38 feet, inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Trace Illuminations

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.

218 E. Grand Ave.
(Permit No. 101067515)

[Or2025-0016744]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Club Studio

(* 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: 218 East Grand Avenue, Chicago, Illinois 60611

Zoning District: DX-12

DOB Sign Permit Application Number: 101067515

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 2
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2062959
5. Dimensions: length, 3 feet, 6 inches; height, 26 feet, _____ inches
Total square feet in area: 91 feet, _____ inches
6. Height above grade: 42 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Trace Illuminations

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.

218 E. Grand Ave.
(Permit No. 101067521)

[Or2025-0016739]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Club Studio

(* 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: 218 East Grand Avenue, Chicago, Illinois 60611

Zoning District: DX-12

DOB Sign Permit Application Number: 101067521

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2062959
5. Dimensions: length, 38 feet, inches; height, 4 feet, 4 inches
Total square feet in area: 165 feet, inches
6. Height above grade: 38 feet, inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Trace Illuminations

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.

218 E. Grand Ave.
(Permit No. 101067522)

[Or2025-0016740]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Club Studio

(* 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: 218 East Grand Avenue, Chicago, Illinois 60611

Zoning District: DX-12

DOB Sign Permit Application Number: 101067522

Sign Details:

- 1. On-premises: Or Off-premises:
- 2. Static sign: Or Dynamic-image display sign:
- 3. Number of sign faces: 2
- 4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2062959
- 5. Dimensions: length, 3 feet, 6 inches; height, 26 feet, inches
Total square feet in area: 91 feet, inches
- 6. Height above grade: 42 feet, inches
- 7. Elevation (side of building or lot where the sign will be erected): South
- 8. Name of Sign Contractor/Erector: Trace Illuminations

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.

218 E. Grand Ave.
(Permit No. 101067525)

[Or2025-0016737]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Club Studio

(* 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: 218 East Grand Avenue, Chicago, Illinois 60611

Zoning District: DX-12

DOB Sign Permit Application Number: 101067525

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 16 feet, 2 inches; height, 9 feet, 1 inch
Total square feet in area: 146.41 feet
6. Height above grade: 43 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Trace Illuminations

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.

6359 W. Grand Ave.

[Or2025-0017643]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Joshy Mathew

(* 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: 6359 West Grand Avenue, Chicago, Illinois 60639

Zoning District: B3-1

DOB Sign Permit Application Number: 101068510

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 4
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 4 feet, 0 inches; height, 88 feet, 3 inches
Total square feet in area: 353 feet, 0 inches
6. Height above grade: 14 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North, South, East and West
8. Name of Sign Contractor/Erector: Signs on Taps, Ltd.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1201 W. Lake St.

[Or2025-0016820]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Studio Three

(* 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: 1201 West Lake Street, Chicago, Illinois 60607

Zoning District: DX-5

DOB Sign Permit Application Number: 101068125

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 35 feet, 2 inches; height, 3 feet, 0 inches
Total square feet in area: _____ feet, _____ inches
6. Height above grade: 16 feet, 0 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): North (West Lake Street)
8. Name of Sign Contractor/Erector: Nova 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.

336 N. Michigan Ave.

[Or2025-0016132]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Nakamol

(* 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: 336 North Michigan Avenue, Chicago, Illinois 60601

Zoning District: DX-16

DOB Sign Permit Application Number: 101066838

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2055672
5. Dimensions: length, 24 feet, 0 inches; height, 6 feet, 5 inches
Total square feet in area: 188 feet
6. Height above grade: 16 feet, 5 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): East (North Michigan Avenue)
8. Name of Sign Contractor/Erector: Liberty Flag & Banner (TGC103459)

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.

142 E. Ontario St.

[Or2025-0016356]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: American Osteopathic Association

(* 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: 142 East Ontario Street, Chicago, Illinois 60611

Zoning District: Planned Development Number 521

DOB Sign Permit Application Number: 101067088

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 24 feet, 0 inches; height, 11 feet, 4⁵/₈ inches
Total square feet in area: 273 feet, 1 inch
6. Height above grade: 230 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: PSCO Sign Group/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.

615 W. Pershing Rd.
(West Elevation)

[Or2025-0016344]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Management, 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: 615 West Pershing Road, Chicago, Illinois 60609

Zoning District: M2-3

DOB Sign Permit Application Number: 10167239

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2059028
5. Dimensions: length, 12 feet, 2 inches; height, 8 feet, 1 inch
Total square feet in area: 98 feet, 0 inches
6. Height above grade: 28 feet, 1 inch to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): West (South Lowe Avenue)
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.

615 W. Pershing Rd.
(East Elevation)

[Or2025-0016347]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Management, 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: 615 West Pershing Road, Chicago, Illinois 60609

Zoning District: M2-3

DOB Sign Permit Application Number: 101067241

Sign Details:

- 1. On-premises: Or Off-premises:
- 2. Static sign: Or Dynamic-image display sign:
- 3. Number of sign faces: 1
- 4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
- 5. Dimensions: length, 12 feet, 2 inches; height, 8 feet, 1 inch
Total square feet in area: 98 feet, 0 inches
- 6. Height above grade: 28 feet, 1 inch 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: 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.

415 S. Pulaski Rd.

[Or2025-0017046]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Ahmad Zahdan

(* 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: 415 South Pulaski Road, Chicago, Illinois 60624

Zoning District: B3-2

DOB Sign Permit Application Number: 101068058

Sign Details:

- 1. On-premises: Or Off-premises:
- 2. Static sign: Or Dynamic-image display sign:
- 3. Number of sign faces: 3
- 4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
- 5. Dimensions: length, 88 feet, 3 inches; height, 4 feet, 0 inches
Total square feet in area: 353 feet, 2 inches
- 6. Height above grade: 14 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): South, East and West
- 8. Name of Sign Contractor/Erector: Sign On Taps, Ltd.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5650 S. Pulaski Rd.
(South Elevation)

[Or2025-0017185]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Great Northern Insurance | Michael Gurvey

(* 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: 5650 South Pulaski Road, Chicago, Illinois 60629

Zoning District: B1

DOB Sign Permit Application Number: 101065829

Sign Details:

- 1. On-premises: Or Off-premises:
- 2. Static sign: Or Dynamic-image display sign:
- 3. Number of sign faces: 1
- 4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
- 5. Dimensions: length, 16 feet, 0 inches; height, 8 feet, 0 inches
Total square feet in area: 128 feet, 0 inches
- 6. Height above grade: 14 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): South
- 8. Name of Sign Contractor/Erector: Ezzi 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.

5650 S. Pulaski Rd.
(West Elevation)

[Or2025-0017184]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Great Northern Insurance | Michael Gurvey

(* 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: 5650 South Pulaski Road, Chicago, Illinois 60629

Zoning District: B1

DOB Sign Permit Application Number: 101066911

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 16 feet, 0 inches; height, 8 feet, 0 inches
Total square feet in area: 128 feet, 0 inches
6. Height above grade: 15 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Ezzi 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.

5746 W. Roosevelt Rd.
(East Elevation)

[Or2025-0016435]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Management, 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: 5746 West Roosevelt Road, Chicago, Illinois 60644

Zoning District: M2-2

DOB Sign Permit Application Number: 101067245

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 26 feet, 8 inches; height, 3 feet, 2 inches
Total square feet in area: 84 feet
6. Height above grade: 27 feet, 2 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: 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.

5746 W. Roosevelt Rd.
(South Elevation)

[Or2025-0016436]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Management, 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: 5746 West Roosevelt Road, Chicago, Illinois 60644

Zoning District: M2-2

DOB Sign Permit Application Number: 101067246

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2059034
5. Dimensions: length, 15 feet, 1 inch; height, 6 feet, 2 inches
Total square feet in area: 93 feet
6. Height above grade: 27 feet, 2 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): South (West
Roosevelt Road)
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.

5746 W. Roosevelt Rd.
(West Elevation)

[Or2025-0016437]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Extra Space Management, 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: 5746 West Roosevelt Road, Chicago, Illinois 60644

Zoning District: M2-2

DOB Sign Permit Application Number: 101067247

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 12 feet, 9 inches; height, 4 feet, 10 inches
Total square feet in area: 62 feet
6. Height above grade: 28 feet, 10 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): West (South Menard Avenue)
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.

405 N. Wabash Ave.
(Permit No. 101067566)

[Or2025-0016907]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Nicholas Yanes

(* 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: 405 North Wabash Avenue, Chicago, Illinois 60611

Zoning District: Planned Development Number 113

DOB Sign Permit Application Number: 101067566

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2062602
5. Dimensions: length, 13 feet, 0 inches; height, 11 feet, 0 inches
Total square feet in area: 143 feet, 0 inches
6. Height above grade: 11 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Sign Services Plus LLC

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

405 N. Wabash Ave.
(Permit No. 101067567)

[Or2025-0016908]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Nicholas Yanes

(* 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: 405 North Wabash Avenue, Chicago, Illinois 60611

Zoning District: Planned Development Number 113

DOB Sign Permit Application Number: 101067567

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2062602
5. Dimensions: length, 13 feet, 0 inches; height, 11 feet, 0 inches
Total square feet in area: 143 feet, 0 inches
6. Height above grade: 11 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Sign Services Plus LLC

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

405 N. Wabash Ave.
(Permit No. 101067568)

[Or2025-0016909]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Nicholas Yanes

(* 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: 405 North Wabash Avenue, Chicago, Illinois 60611

Zoning District: Planned Development Number 113

DOB Sign Permit Application Number: 101067568

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2062602
5. Dimensions: length, 13 feet, 0 inches; height, 11 feet, 0 inches
Total square feet in area: 143 feet, 0 inches
6. Height above grade: 11 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Sign Services Plus LLC

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1401 W. Washington Blvd.

[Or2025-0016097]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: National Police Federal Credit Union

(* 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: 1401 West Washington Boulevard, Chicago, Illinois 60607

Zoning District: C1-3

DOB Sign Permit Application Number: 101066260

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 33 feet, _____ inches; height, 2 feet, 4 inches
Total square feet in area: 77 feet, _____ inches
6. Height above grade: 28 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Doyle Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

3107 W. 26th St.
(South Elevation)

[Or2025-0016927]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Spin Xpress Laundry

(* 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: 3107 West 26th Street, Chicago, Illinois 60623

Zoning District: C1-2

DOB Sign Permit Application Number: 101067524

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2050397
5. Dimensions: length, 49 feet, 0 inches; height, 4 feet, 0 inches
Total square feet in area: 196 feet
6. Height above grade: 19 feet, 0 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): South (West 27th Street)
8. Name of Sign Contractor/Erector: Volkan Signs & Lighting (TGC101265)

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.

3948 W. 26th St.

[Or2025-0016864]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Atlantic Mall Corporation, doing business as Atlantic Center

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3948 West 26th Street, Chicago, Illinois 60623

Zoning District: B3-3

DOB Sign Permit Application Number: 101067105

Sign Details:

1. On-premises: Or Off-premises:
2. Static sign: Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes
If yes, Public Way Use Number: BACP2060004
5. Dimensions: length, 40 feet, 0 inches; height, 5 feet, 0 inches
Total square feet in area: 400 feet, 0 inches
6. Height above grade: 11 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South Elevation
8. Name of Sign Contractor/Erector: Pro Image Promotions, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell 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

ALDERPERSON YANCY (5th Ward):

RECOGNITION OF DAVE HOLLISTER FOR CONTRIBUTIONS TO MUSIC.

[R2025-0017441]

WHEREAS, The legacy of David Hollister as a father, musical artist, songwriter, record producer and pastor will be felt for generations to come; the people and communities he touched will forever be blessed by his gifts; and

WHEREAS, Dave has distinguished himself through a lifetime of commitment to his artistry through his incredible musical gifts. He has made a lasting impact as a vocal talent, beginning his career as a well-sought out backup singer and vocal support to a range of artists including Jonathan Butler, Mary J. Blige, Patti LaBelle, Phil Collins, and Tupac; and

WHEREAS, Dave's lead vocals have served as a model of excellence, inspiring others when he joined the group Blackstreet formed by Teddy Riley. Blackstreet was a platinum-selling trailblazer in the New Jack Swing era; and

WHEREAS, His first solo project entitled *Ghetto Hymns* was released in 1999, that went gold. Dave went on to release seven albums over the years, including the highly successful *Chicago '85* project. The chart topping single, "One Woman Man", made the top 10 R&B Charts; and

WHEREAS, Dave went on to release two solo gospel albums that have become a staple in the gospel industry. In 2013, Dave became a member of the gospel group United Tenors, which debuted Number 1 on the Billboard charts; and

WHEREAS, Dave continued to amplify talented vocalists from Chicago featuring Donnell Jones and Carl Thomas by forming the supergroup The Chi in 2021; and

WHEREAS, Dave accepted his pastoral office in 2011 when he became the senior pastor of Word Assembly Church Antioch. Pastor Hollister was consecrated as a bishop in 2017. Bishop Hollister launched his own ministry "The Church For Me", where many have flourished through his teachings. His greatest achievement is being a servant for the Lord; and

WHEREAS, The City Council of Chicago takes immense pride in recognizing individuals who demonstrate outstanding dedication and contributions to the betterment of the City of Chicago; now, therefore,

Be It Resolved, That Mayor Brandon Johnson and members of the City Council of the City of Chicago, assembled this day, do hereby recognize and commend Dave Hollister for his outstanding contributions, extend our deepest appreciation for his lasting impact on the City of Chicago.

CONGRATULATIONS EXTENDED TO SOUTH SHORE DRILL TEAM ON 45TH ANNIVERSARY.

[R2025-0017448]

WHEREAS, The South Shore Drill Team was founded by former Chicago Public School teacher Arthur Robertson in 1980 with four neighborhood youth starting as a traditional military style color guard. It was incorporated in the State of Illinois in 1983. The mission was to use performing arts to engage inner city youth throughout critical teenage years, guiding them towards completing their education and career goals; and

WHEREAS, The South Shore Drill Team is nationally known as an organization that instills commitment, dedication, leadership, self-confidence, work ethic, and respect to 250 young people between the ages of 8 to 24 every year; and

WHEREAS, The South Shore Drill Team is known for its dynamic, unique hip hop style of precision drilling and a wide range of dance routines. While members have a graduation rate from high school of 100 percent consistently since 2012, many have gone on to pursue a college or technical education. The alumni include entrepreneurs, lawyers, medical professionals, teachers, first responders, and others in the field of the arts; and

WHEREAS, The South Shore Drill Team's heart-stopping, mind-blowing performances have led to performances at Walt Disney World, the NFL Hall of Fame, two presidential inaugurations, Chicago's Bud Billiken Parade, 2011 World's Children Festival, 2012 Department of Justice Conference, 2012 NATO meeting in Chicago, 2013 Macy's Thanksgiving Day Parade, State of Illinois 2021 Inauguration, festivals, and many parades throughout the United States. The team traveled to Morocco in 2005, performing in the country's first parade, and has since returned several times; and

WHEREAS, Mr. Robertson's timeless advice to all is "Maintain a high standard of excellence and focus on teaching the importance of teamwork, fair play, and dedication. At the same time, make it fun and exciting for the youth. If you have a passion for working with young people, they sense it"; and

WHEREAS, The City of Chicago would like to commemorate the 45th year anniversary of the South Shore Drill team and its commitment to engage, teach the youth values, and life lessons; now, therefore,

Be It Resolved, That Mayor Brandon Johnson and members of the City Council of Chicago hereby celebrate the South Shore Drill Team's 45th year anniversary on June 27, 2025.

Presented By

ALDERPERSON HARRIS (8th Ward):

TRIBUTE TO LATE SENORITES "RITA" GOENS.

[R2025-0017450]

WHEREAS, Almighty God, in His infinite wisdom and judgment, has called Seniorites "Rita" Goens, an outstanding citizen of the City of Chicago, to her everlasting reward and returned to the heavenly realm on February 4, 2025; and

WHEREAS, This august Chicago City Council body has been informed of her passing by the Honorable Michelle A. Harris, Alderperson of the 8th Ward; and

WHEREAS, Seniorites ("Rita") Goens was born Seniorites "Sena" Reynolds to the union of Elwood Amazon and Amanda Elnora Reynolds on July 7, 1928 in Paris, Tennessee. She was the proverbial middle child (third born) and the sixth child of the full eight born by their parents. The family grew beyond those eight, adding three cousins who were raised as siblings, and who until this day are regarded by the entire family as aunts and uncles; and

WHEREAS, Rita adored and set her dreams on becoming like her eldest sister, Cauzie Belle, a schoolteacher. During her youth, Rita was known for her devotion to basketball, winning several state championships, alongside her baby sister, Marjorie Hibernia; and

WHEREAS, At the tender age of 13, her parents expediently ushered her move north to Chicago. Rita was very outspoken with a certain pizzazz determined to address the dismissive behaviors often perpetrated by whites in the south. Obediently, she left by herself traveling all the way to Chicago to be with her elder sisters, Cauzie Bell and Roosy Vell. She received her high school diploma from Wendell Phillips High School. Eventually, she went on to receive her cosmetology license from Coleman's Beauty School and her state certificate as a beautician; and

WHEREAS, The love of her life was Frederick Theodore Goens, Jr., whom she courted for six years and married in 1952. From that union, three children were born: Frederick Theodore Goens III, Renaul Goens, Sr., and Lunda Shaunea Holiday (Goens) Lawrence. She extended her love of family even onto her husband's family, many of whom remain endeared to her children today; and

WHEREAS, Rita was a devout Christian, accepting Christ at the tender age of seven. Her father, a Baptist minister, left a lasting impression on her. Her mother, also of strong faith, often gave her nuggets of wisdom which she passed down to many children, nieces and nephews of the Reynolds clan. Moving to Chicago did not change that. She joined Olivett Baptist church, then South Shore Bible church, South Shore Presbyterian Church and finally Crerar Memorial Presbyterian Church; and

WHEREAS, Rita was a social justice advocate. She became involved with the NAACP, and the Junior Group of the Young Democrats. The latter worked with a group of Jewish advocates performing sit-ins at lunch counters of white-owned establishments (like Woolworth's) documenting and reporting on racism and injustices at the onset of the Civil Rights Movement. By 1971, she joined and committed herself (and her children) to the work and advocacy of Operation Breadbasket, which is now known as Rainbow PUSH Coalition; and

WHEREAS, Rita was a very hardworking woman. Aside from the toils of living on a farm and walking miles to and from school, it is no surprise that she worked many jobs until she found her niche as a mail order clerk with Alden's Mail-order House. After 33 years of dedicated service, she retired. Not being able to sit still, she worked another 16 years as a mailroom clerk and page at Harris Bank. Still seeking to fulfill her lifelong dream, she worked at Tailored Beginnings teaching children, aged 4 to 7, in reading and comprehension. Her

ultimate excitement was to write, direct, and produce the annual school play and musical for every year until her retirement at 90 years old. She earned the love of parents and the administration, but none more than the founder, her beloved goddaughter, Seniorities Bracey; and

WHEREAS, Rita was a twice-published author. She was known for writing poems for people she met, personalizing her words to her reflection of them, and framing each poem to give to her subjects. When asked, she penned a personal book for her daughter providing an amazing recount of her life; and

WHEREAS, Rita's greatest pride was her children; she described them in her personal memoir as "...the roses that grew in the garden of her life". Being able to see each of them get married and have successful lives was her greatest joy; and

WHEREAS, Seniorites "Rita" Goens ascended on the wings of angels to be present with God on Tuesday, February 4, 2025 at 2:56 P.M. She was preceded in death by her husband, Fredrick T. Goens III; parents, Elwood Amazon and Amanda Elnora Reynolds; siblings, Cauzie Bell, Roosy Vell, Elteria, Loretta, Vera Mae, James "Ricky", Marjorie Hibernia, Nable "Beepee", and Jackie; and a host of very dear friends who were like family. She leaves to cherish her memory two sisters, Juanita and Lynda Tyran; two children, Kennth Renaul (Erika) Goens, Sr. and Lynda Shaynea Holiday Lawrence; a host of grandchildren and great-grandchildren; and many dear friends who are more like family than friends; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby express our deep sorrow on the passing of Seniorites "Rita" Goens and extend to her family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Mrs. Seniorites "Rita" Goens.

TRIBUTE TO LATE DR. NICHELLE RENAE HAMPTON.

[R2025-0017567]

WHEREAS, Almighty God, in His infinite wisdom, and judgment has called Dr. Nichelle Renae Hampton, an outstanding citizen, to her everlasting reward and returned to the heavenly realm on May 13, 2025; and

WHEREAS, This august Chicago City Council body has been informed of her passing by the Honorable Michelle A. Harris, Alderperson of the 8th Ward; and

WHEREAS, Loving wife, mother and friend, Dr. Nichelle Renae Hampton, was born in Chicago, Illinois to Aubrey William Harvey, Jr. and Lorraine Harvey Jackson; and

WHEREAS, At three years old, her parents bought her a nursing kit. Niki responded, "I don't want that, I'm going to be a doctor". She became a doctor because she always had the desire to help people. She specialized in geriatrics because of the amazing elders in her life that encouraged her during medical school, her compassion for others, and her natural ability to find solutions to complex problems; and

WHEREAS, Niki attended grade school at Saint Leo The Great in Chicago, where she was the salutatorian of her class. She attended high school at Whitney M. Young Magnet School. She studied Biology at Loyola University, Chicago. Niki earned her Doctor of Osteopathic Medicine from Midwestern University (Chicago College of Osteopathic Medicine). She was a geriatrician at Jackson Park Hospital, internist and geriatrician at Advocate Medical Group, and team physician at Vitas Healthcare; and

WHEREAS, She would then start her own successful business, Blackbag Home Physician Services. Although she loved her business, she was presented with an exciting opportunity. She began working for WellBe Senior Medical where she would become the Senior Community Director until her transition; and

WHEREAS, Niki met the love of her life, David Hampton, in 1983 in high school. They were only friends then and had no idea that the loves of their lives were right there all along. While in college, Niki and David would reconnect at social events and then sometimes date. Years later, after not being in touch for a while, David called Niki to reconnect only to get her answering machine. Niki thought David was calling to announce he was getting married and almost did not return his call. Fortunately for David, Niki's mother and friend advised her to "give a nice guy a chance". Niki returned his call, the two reconnected, began to date, and fell in love. Excited to share their lives together, the two were married August 28, 2004 in Chicago, Illinois; and

WHEREAS, Two years later, Niki gave David the best birthday gift ever, his first born and son, David Hampton, Jr., was born on his birthday. The gift was so wonderful that four years later for his birthday, Niki gave David his beautiful daughter, Danielle Renae Hampton, although this gift came just a few days before his birthday. Niki's children meant the world to her. She loved them dearly and poured everything she had into her children; and

WHEREAS, Niki was baptized at an early age at Christ Temple Cathedral in Chicago, Illinois. Niki was saved and grew up in church. Christ Temple Cathedral was an important part in her social and Christian life. When Niki and David moved to Frankfort, Illinois they sought a church home closer to their residence that could provide continual spiritual nourishment and growth. Together, Niki and David joined Victory Apostolic Church; and

WHEREAS, Everyone who knew Niki knew how much she loved to travel, be a Dance Mom, and read. Whether on vacation or at a social event, Niki always had a book in her possession. Niki will always be remembered for her beautiful smile, positive outlook

and inspirational words of encouragement. We couldn't have asked for a better wife, mother and friend. Her memory will live on in the hearts of all those who loved her; and

WHEREAS, Niki was preceded in death by Aubrey William Harvey, Jr. father, and is survived by David Hampton, her husband; David Hampton, Jr. and Danielle Hampton, her children; Lorraine Harvey Jackson, her mother; and a host of uncles, cousins and in-laws; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby express our deep sorrow on the passing of Dr. Nichelle Renae Hampton and extend to her family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Dr. Nichelle Renae Hampton.

CONGRATULATIONS EXTENDED TO SHEVONNE ABRAHAM ON
65TH BIRTHDAY.

[R2025-0017398]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shevonne Abraham 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 Shevonne Abraham on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Shevonne Abraham 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 21st of May 2025, do hereby congratulate Shevonne Abraham on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Shevonne Abraham 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 Shevonne Abraham in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TOYO ASCAR ON 85TH BIRTHDAY.

[R2025-0017401]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Toyo Ascar 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 Toyo Ascar on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Toyo Ascar 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 21st of May 2025, do hereby congratulate Toyo Ascar on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Toyo Ascar 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 Toyo Ascar in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOANN BALDEROS-MASON ON 65TH BIRTHDAY.

[R2025-0017390]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joann Balderos-Mason 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 Joann Balderos-Mason on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS Joann Balderos-Mason 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 21st of May 2025, do hereby congratulate Joann Balderos-Mason on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Joann Balderos-Mason 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 Joann Balderos-Mason in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA Y. BANKS ON 75TH BIRTHDAY.

[R2025-0017395]

WHEREAS We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Y. Banks 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 Y. Banks on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS Patricia Y. Banks 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 21st of May 2025, do hereby congratulate Patricia Y. Banks on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Patricia Y. Banks 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 Y. Banks in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SHIRLEY M. BROWN ON 85TH BIRTHDAY.
[R2025-0017400]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shirley M. Brown 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 Shirley M. Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Shirley M. Brown 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 21st of May 2025, do hereby congratulate Shirley M. Brown on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Shirley M. Brown 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 Shirley M. Brown in honor of her 85th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO MORRIS O. DAVIS ON 80TH BIRTHDAY.
[R2025-0017394]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Morris O. Davis 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 Morris O. Davis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Morris O. Davis 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 21st of May 2025, do hereby congratulate Morris O. Davis on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Morris O. Davis 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 Morris O. Davis in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LARRY C. DUNN ON 75TH BIRTHDAY.

[R2025-0017392]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Larry C. Dunn 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 Larry C. Dunn on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Larry C. Dunn 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 21st of May 2025, do hereby congratulate Larry C. Dunn on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Larry C. Dunn 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 Larry C. Dunn in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LACEY GATEWOOD ON 95TH BIRTHDAY.

[R2025-0017391]

WHEREAS We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lacey Gatewood in honor of her 95th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lacey Gatewood on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lacey Gatewood 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 21st of May 2025, do hereby congratulate Lacey Gatewood on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lacey Gatewood for her continued good health, happiness and success following this, her 95th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lacey Gatewood in honor of her 95th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO YVONNE B. GREEN ON 75TH BIRTHDAY.

[R2025-0017402]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yvonne B. Green 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 Yvonne B. Green on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Yvonne B. Green 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 21st of May 2025, do hereby congratulate Yvonne B. Green on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Yvonne B. Green 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 Yvonne B. Green in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANNETTE B. GRIFFIN ON 70TH BIRTHDAY.
[R2025-0017385]

WHEREAS We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Annette B. Griffin 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 Annette B. Griffin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Annette B. Griffin 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 21st of May 2025, do hereby congratulate Annette B. Griffin on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Annette B. Griffin 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 Annette B. Griffin in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DIANA L. HAYWOOD ON 80TH BIRTHDAY.
[R2025-0017386]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diana L. Haywood 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 Diana L. Haywood on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Diana L. Haywood 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 21st of May 2025, do hereby congratulate Diana L. Haywood on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Diana L. Haywood 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 Diana L. Haywood in honor of her 80th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO RONALD J. MINOR ON 70TH BIRTHDAY.

[R2025-0017397]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ronald J. Minor 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 Ronald J. Minor on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ronald J. Minor 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 21st of May 2025, do hereby congratulate Ronald J. Minor on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ronald J. Minor 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 Ronald J. Minor in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EARNESTINE REED ON 80TH BIRTHDAY.

[R2025-0017387]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Earnestine Reed 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 Earnestine Reed on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Earnestine Reed 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 21st of May 2025, do hereby congratulate Earnestine Reed on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Earnestine Reed 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 Earnestine Reed in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JEWEL SPENCER ON 65TH BIRTHDAY.

[R2025-0017388]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jewel Spencer 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 Jewel Spencer on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jewel Spencer 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 21st of May 2025, do hereby congratulate Jewel Spencer on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Jewel Spencer 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 Jewel Spencer in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PEARLIE WATSON ON 85TH BIRTHDAY.
[R2025-0017396]

WHEREAS We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pearlle Watson 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 Pearlle Watson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Pearlle Watson 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 21st of May 2025, do hereby congratulate Pearlle Watson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Pearlle Watson 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 Pearlle Watson in honor of her 85th birthday as a token of our esteem and good wishes.

Presented By

**ALDERPERSON RAMIREZ (12th Ward) And
ALDERPERSON LEE (11th Ward):**

TRIBUTE TO LATE DARLENE BANIA.

[R2025-0017333]

WHEREAS, Darlene Bania was born in Oak Park, Illinois at the former Oak Park Hospital on April 18, 1953 to Chester and Stella Kubski; and

WHEREAS, Darlene attended and graduated from St. Maurice Grammar School in 1967; and

WHEREAS, Darlene attended and graduated from Kelly High School in 1971; and

WHEREAS, Darlene married Daniel Bania on August 24, 1974 at St. Maurice Church. Daniel Bania also attended and graduated from St. Maurice in 1959; and

WHEREAS, Darlene and Daniel had two sons, Tony (Elizabeth-Spouse) and Christopher (Maribel-Spouse); and

WHEREAS, Both Darlene and Daniel are lifelong residents of McKinley Park; and

WHEREAS, Daniel Bania's family purchased and moved into a home at West 36th Street and South Winchester Avenue in 1901; and

WHEREAS, Darlene Bania's family had always lived and rented in the McKinley Park neighborhood but did not purchase a home until 1965 at West 37th Street and South Damen Avenue; and

WHEREAS, Today, we honor Darlene Bania for her lifelong commitment to bettering her neighborhood. Her legacy serves as a testament to the enduring power of dedication and the profound impact one individual can have on those around them. May this resolution stand as a symbol of gratitude for Darlene's' contributions and an inspiration for generations to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of May 2025, do hereby honor the life and memory of Darlene Bania and extend our heartfelt condolences to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Darlene Bania.

TRIBUTE TO LATE AGNES F. BEDNARKIEWICZ.

[R2025-0017329]

WHEREAS, Agnes F. Bednarkiewicz was born in Chicago, Illinois on August 31, 1946 to Frances and Joseph Bednarkiewicz; and

WHEREAS, Agnes attended and graduated from St. Barbara Grammar School in Bridgeport in 1960; and

WHEREAS, Agnes attended and graduated from St. Barbara High School in 1964; and

WHEREAS, Agnes never married and has no biological children, she is survived by her cousins Diane, Rosalie and Lauren; and

WHEREAS, Agnes was a lifelong resident of the Bridgeport and McKinley Park neighborhoods; and

WHEREAS, Agnes had been President of the McKinley Park Civic Association since 1999; and

WHEREAS, Today, we honor Agnes F. Bednarkiewicz for a lifetime devoted to hard work, sacrifice, and community building. Her legacy serves as a testament to the enduring power of dedication and the profound impact one individual can have on those around them. May this resolution stand as a symbol of gratitude for Agnes' contributions and an inspiration for generations to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of May 2025, do hereby honor the life and memory of Agnes F. Bednarkiewicz and extend our heartfelt condolences to her family and friends; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Agnes F. Bednarkiewicz.

Presented By

ALDERPERSON O'SHEA (19th Ward):

CONGRATULATIONS EXTENDED TO BOGDANA CHKOUMBOVA ON RETIREMENT FROM CHICAGO PUBLIC SCHOOLS.

[R2025-0017393]

WHEREAS, Bogdana Chkoumbova, Chief Education Officer of Chicago Public Schools (CPS), will be stepping down at the end of the 2024 -- 2025 school year after more than two decades of committed service to the students, families, educators, and communities of the City; and

WHEREAS, The Chicago City Council has been informed of Bogdana's departure by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, After immigrating to the United States from her native Bulgaria, Bogdana began her journey with CPS in 2001 as a special education teacher at Frederic Chopin Elementary School in Ukrainian Village with a singular mission to serve and uplift students with disabilities; and

WHEREAS, Over the course of 24 years, Bogdana rose through the ranks of CPS, becoming the founding principal at Disney II Magnet School in Irving Park in 2008 before ascending to the role of CPS network chief in 2016, and was appointed chief education officer in 2022, becoming second-in-command of the nation's fourth-largest school district; and

WHEREAS, Bogdana played a central role in crafting and implementing CPS's five-year strategic plan, leading initiatives such as a more equitable school budgeting model, expanding access to pre-kindergarten, increasing middle school algebra participation, developing culturally responsive curricula, increasing student participation in decision-making, and developing one of the most effective academic recovery programs in the country in response to the COVID-19 pandemic; and

WHEREAS, Throughout her tenure, Bogdana demonstrated a steadfast commitment to equity, student achievement, and educator empowerment and was most recently a key voice in critical contract negotiations with the Chicago Teachers Union and the Chicago Principals and Administrators Association, building a reputation for transparency, collaboration, and respect; and

WHEREAS, As she concludes her tenure at CPS, Bogdana has expressed both concern and hope for CPS's future, urging City leadership to prioritize timely decision-making, stakeholder engagement, and accountability to students and families; and

WHEREAS, Bogdana leaves behind a legacy of courage, vision, and purpose, having empowered a new generation of educators and leaders to carry forward the work of educational equity and excellence; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21st day of May, 2025, do hereby honor and express our sincere gratitude and appreciation to Bogdana Chkoumbova for her extraordinary service and unwavering dedication to Chicago's students and educators; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bogdana Chkoumbova as a symbol of the city's respect, admiration, and best wishes for continued success in her future endeavors.

RECOGNITION OF KATIE KETTERING AND NANCY CRANSTON ON COMMITMENT TO SPECIAL NEEDS COMMUNITY AND CO-FOUNDING MIRACLES HAPPEN BASEBALL.

[R2025-0017434]

WHEREAS, Miracles Happen Baseball -- a baseball event providing children and individuals with special needs a welcoming and inclusive space to experience the joy of baseball and community -- is celebrating its last event this year after two decades of impact; and

WHEREAS, The Chicago City Council has been informed of the conclusion of Miracles Happen by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Katie Kettering and Nancy Cranston, longtime residents of the 19th Ward, co-founded Miracles Happen Baseball in 2005 inspired by their own children's experiences, creating an annual event that helps players of all ages and backgrounds feel supported and valued; and

WHEREAS, Since its inception, Miracles Happen has grown from 25 players at its first game to as many as 70 participants, drawing families and volunteers from across Chicago to Mount Greenwood Park, where Miracle Field provides an all-weather surface built specifically for players with special needs; and

WHEREAS, The event is lovingly organized with the help of countless volunteers, including students, friends, neighbors, and service groups such as the Father Perez Knights of Columbus Council 1444, whose support has helped sustain the event's joyful spirit year after year; and

WHEREAS, Participants are paired with volunteer “buddies”, announced over a public-address system as they step to the plate, and cheered on by enthusiastic crowds as they run the bases and capture the hearts of the community embodying the purest essence of sportsmanship; and

WHEREAS, Since 2017, the event has adopted the name “Crosstown Classic,” a nod to the beloved Cubs-White Sox rivalry, allowing players to choose team shirts and deepening the sense of identity and fun; and

WHEREAS, Katie and Nancy, with the help of dedicated family, friends, and neighbors, have created more than just a game, they have built a beloved tradition rooted in inclusion, dignity, and joy, leaving a lasting mark on hundreds of families across the city; and

WHEREAS, As Miracles Happen celebrates its final season, Katie and Nancy’s legacy will continue in the smiles, confidence, and cherished memories of every player who took the field, and in the volunteers who return year after year; 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 Katie Kettering and Nancy Cranston for their extraordinary commitment to individuals with special needs and for creating a profoundly impactful community tradition through Miracles Happen; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Katie Kettering and Nancy Cranston as a symbol of the city’s appreciation, admiration, and gratitude for their tireless service and the joy they have brought to so many over the past 20 years.

Presented By

ALDERPERSON FUENTES (26th Ward):

CONGRATULATIONS EXTENDED TO NATIONAL MUSEUM OF PUERTO RICAN ARTS AND CULTURE ON 25TH ANNIVERSARY.

[R2025-0017456]

WHEREAS, The National Museum of Puerto Rican Arts and Culture (NMPRAC), located in the heart of Humboldt Park, stands as the only national museum in the continental United States solely dedicated to Puerto Rican arts, culture, and history, serving as a beacon of cultural preservation and community empowerment since its founding in 2000; and

WHEREAS, NMPRAC's home -- the historic Humboldt Park stables and repository, a designated Chicago Landmark -- was transformed under visionary leadership into a thriving cultural institution, attracting artists, educators, and visitors from across the country; and

WHEREAS, Billy Ocasio, a lifelong Chicagoan and former Alderperson of the 26th Ward, has spent his career uplifting Puerto Rican identity and fighting for equity, education, and neighborhood revitalization -- most notably through his leadership in helping to establish the monumental steel Puerto Rican flags on Division Street, symbolically marking Paseo Boricua as a center of Puerto Rican life in Chicago; and

WHEREAS, As President and CEO of NMPRAC, formerly the Institute of Puerto Rican Arts and Culture, Billy Ocasio guided the institution's expansion and renaming to reflect its growing national significance, and has spearheaded ambitious plans to further grow its impact, including the construction of a new outdoor arts garden and enclosed atrium set to open in 2025; and

WHEREAS, Veronica Ocasio, a proud daughter of Humboldt Park, advocate, and director of education and programming at NMPRAC, has played a vital role in advancing the museum's mission -- devoting over two decades to youth development, family enrichment, and cultural education throughout Humboldt Park and beyond; and

WHEREAS, Veronica Ocasio's work has included groundbreaking initiatives that have helped double museum attendance, created platforms for emerging artists to share their work, and preserved the museum's collection by digitizing its archives -- essential steps toward achieving national accreditation and protecting Puerto Rican cultural heritage for future generations; and

WHEREAS, Together, Veronica and Billy Ocasio embody a model of cultural leadership and public service in Chicago that is rooted in love of culture, investment in community, and generational leadership, uplifting Humboldt Park and Puerto Rican communities across Chicago and beyond; and

WHEREAS, The 25th anniversary of NMPRAC is not only a celebration of institutional success, but a tribute to the enduring legacy of two individuals who have shaped the cultural landscape of Chicago through visionary service and deep love for their community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, do hereby officially honor and celebrate the 25th anniversary of the National Museum of Puerto Rican Arts and Culture and recognize Billy and Veronica Ocasio for their extraordinary leadership, cultural contributions, and unwavering dedication to the Puerto Rican people of Chicago and the nation; and

Be It Further Resolved, That a copy of this resolution be presented to Billy and Veronica Ocasio as a symbol of the city's deep gratitude for their invaluable contributions.

CONGRATULATIONS EXTENDED FOR 47TH ANNUAL PUERTO RICAN PEOPLE'S DAY PARADE IN CHICAGO.

[R2025-0017457]

WHEREAS, The Puerto Rican People's Day Parade has been a cornerstone of cultural pride, unity, and resistance for Puerto Ricans in Chicago since its inception in 1978, providing a powerful platform to celebrate heritage and affirm the ongoing contributions of Puerto Ricans to the city's social and cultural fabric; and

WHEREAS, The 47th Annual Parade will take place in June 2025 in the historic Humboldt Park community, home to one of the largest Puerto Rican populations in the Midwest and a national hub of Puerto Rican life reflected in its designation as a State Cultural Designated District known as "Barrio Boriken"; and

WHEREAS, The parade continues a proud legacy that began in 1958 with the first Puerto Rican parade in the United States, held in New York City, inspiring generations of Puerto Ricans to proudly assert their identity and organize for justice, equity, and visibility across the diaspora; one of its founders, Andres Gonzalez, 101 years old, has been selected as the Grand Marshal; and

WHEREAS, This year's celebration marks the 30th anniversary of the iconic steel Puerto Rican flags on Division Street, which symbolize cultural resilience and designate Paseo Boricua as the first Puerto Rican commercial and cultural district in the country; and

WHEREAS, 2025 also marks the 45th anniversary of Centro Infantil Consuelo Lee Corretjer, a Humboldt Park early childhood center named for a revolutionary Puerto Rican poet, which has empowered generations of children through culturally grounded learning; and

WHEREAS, We also celebrate the 25th anniversary of AfriCaribe, a cultural institution founded by Evaristo "Tito" Rodriguez that preserves the African roots of Puerto Rican and Caribbean heritage through Bomba, drumming, folklore, and educational programs; and

WHEREAS, The National Museum of Puerto Rican Arts and Culture (NMPRAC) -- the only national museum in the United States solely dedicated to Puerto Rican arts and culture -- also celebrates 25 years of amplifying creative expression and historical memory; and

WHEREAS, The 20th anniversary of UrbanTheater Company, a Puerto Rican-founded ensemble based in Humboldt Park, is also commemorated this year for its powerful productions and storytelling rooted in diasporic experience; and

WHEREAS, The Muévete Program, a grassroots wellness initiative, celebrates 20 years of promoting joyful movement and health equity across Chicago's Puerto Rican and Latine communities; and

WHEREAS, Together, these milestones reflect a rich and intergenerational commitment to building community through culture, education, health, and collective memory, and the Puerto Rican People's Day Parade serves as a powerful gathering space where these achievements are celebrated, remembered, and honored; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, do hereby commemorate the 47th Annual Puerto Rican People's Day Parade and proudly honor the legacy, resilience, and contributions of the Puerto Rican community in Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Puerto Rican Cultural Center, as well as the aforementioned institutions, as a symbol of the city's profound appreciation for their work and the enduring legacy of Puerto Rican leadership, culture, and joy in Chicago.

Presented By

ALDERPERSON BURNETT (27th Ward):

**CONGRATULATIONS EXTENDED TO HAYMARKET CENTER ON
50TH ANNIVERSARY**

[R2025-0017361]

WHEREAS, Haymarket Center is Chicago's largest and most comprehensive provider of treatment for substance use and mental health disorders in Chicago and serves about 12,000 individuals each year; and

WHEREAS, Haymarket Center marks its 50th anniversary this year, having been founded in 1975 by Monsignor Ignatius McDermott, who was well-known as "Father Mac"; and

WHEREAS, Haymarket Center has grown in scope and impact over the last 50 years, including receiving designation as a Federally Qualified Health Center (FHQC) Look-Alike, resulting in comprehensive, culturally competent, high-quality primary health care services; and

WHEREAS, Haymarket Center continues to evolve to meet the needs of its patients, including two new work programs with its West Loop Pharmacy and Mac's Deli, Chicago's first restaurant staffed by people in recovery, equipping patients with critical work skills needed to re-enter society; and

WHEREAS, According to the Substance Abuse and Mental Health Services Administration (SAMHSA), an estimated 1.86 million Illinois residents aged 12+ had a substance use disorder in 2023, including 1 million with a drug use disorder and 1.2 million with an alcohol use disorder; and

WHEREAS, According to the Cook County Medical Examiner's Office, Cook County saw 1,026 confirmed opioid overdose deaths in 2024, 87 percent of which involved fentanyl. African Americans accounted for 53 percent, while 31 percent were white and just under 14 percent Latino; 27 percent of the deaths were aged 50 -- 59; and

WHEREAS, Haymarket Center clients typically have the fewest resources and the greatest challenges, with 95 percent earning \$10,000 or less annually, 90 percent unemployed, 90 percent with criminal backgrounds, 74 percent with a history of homelessness, 68 percent with mental illness, 52 percent engaging in high risk sexual behaviors, 32 percent uninsured, and 30 percent without complete secondary education; and

WHEREAS, As a National Health Service Corps site, no one at Haymarket Center will be denied access to services due to inability to pay, with access to services available 24/7 with no need to wait for assessment; and

WHEREAS, According to an independent evaluation, Haymarket Center's whole-person approach results in an 87 percent reduction in alcohol and drug use, a 64 percent decrease in mental health symptoms, a 92 percent reduction in high-risk sexual behaviors, a 91 percent reduction in criminal activity, and a 74 percent increase in clients employed, earning the center the prestigious recognition for America's Best Addiction Treatment Centers in 2023 and 2024 from *Newsweek* and *Statista*; and

WHEREAS, This Honorable Body wishes to honor the work done by Haymarket Center to save the lives of Chicago residents for 50 years with its essential life-saving treatment for substance use and mental health disorders; and

WHEREAS, This Honorable Body congratulates Haymarket Center on this important milestone and encourages others to support the care provided by Haymarket Center through civic and philanthropic funds; now, therefore,

Be It Resolved, That the Mayor and the members of the Chicago City Council, on behalf of the residents of Chicago, do hereby take this opportunity to congratulate Haymarket Center on 50 years of life-saving service to our communities; and

Be It Further Resolved, That this text be spread upon the official proceedings of this Honorable Body.

Presented By

ALDERPERSON ERVIN (28th Ward):

CONGRATULATIONS EXTENDED TO ERNEST SAWYER ON RECEIVING OTHERS AWARD AT SALVATION ARMY'S 2025 ANNUAL CIVIC LUNCHEON.

[R2025-0017542]

WHEREAS, The City of Chicago takes great pride in recognizing individuals whose dedication and service have positively impacted our communities and strengthened the fabric of our city; and

WHEREAS, Ernest Sawyer was recently presented with the Others Award at The Salvation Army's 2025 Annual Civic Luncheon, in recognition of his continued leadership, generosity, and service to others; and

WHEREAS, The City of Chicago has been notified of this occasion by the Honorable Jason C. Ervin, Alderperson of the 28th Ward; and

WHEREAS, Ernest Sawyer has demonstrated unwavering dedication and leadership through his longstanding involvement with The Salvation Army, his career working as deputy executive director of planning, marketing and development for the Chicago Transit Authority before his retirement in 1994, and his work as the founder and CEO of Ernest R. Sawyer Enterprises, Inc. for the past 30 years; and

WHEREAS, As a respected member of The Salvation Army Chicago Advisory Board for over 19 years, Ernest has made significant contributions to the organization, most notably in helping to secure the site for the Ray and Joan Kroc Corps Community Center in West Pullman, working in partnership with the City of Chicago and former Mayor Richard M. Daley, and ensuring the successful acquisition of the site that would ultimately help shape the future of the center and the community it serves; and

WHEREAS, In recognition of decades of dedicated service, Ernest and Theresa Sawyer were also honored with the 2018 William Booth Award, a prestigious accolade that celebrates exceptional commitment to The Salvation Army and acknowledges their lasting impact on its work throughout the Chicago community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and commend Ernest Sawyer for his outstanding service and significant contributions to The Salvation Army and to the people of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ernest Sawyer as a token of our deep appreciation and respect.

Presented By

ALDERPERSON CRUZ (30th Ward):

CONGRATULATIONS EXTENDED TO POLISH MUSEUM OF AMERICA ON 90TH ANNIVERSARY AND ON 45TH ANNIVERSARY OF ITS SUMMER GALA AND TO KRZYSZTOF MATYSZCZYK AND POLISH AMERICAN POLICE ASSOCIATION ON 2025 POLISH SPIRIT AWARDS.

[R2025-0017444]

WHEREAS, The Polish Museum of America was founded on October 15, 1935, by the Polish Roman Catholic Union of America (PRCUA) as its Archives and Museum; and

WHEREAS, The Library of the PRCUA was established on April 18, 1915; and

WHEREAS, The original, single-room museum opened to the public on January 12, 1937, and now extends across four floors of space; and

WHEREAS, The Archives, Museum, and Library consolidated and became the autonomous Polish Museum of America in 1960, reincorporating in the State of Illinois in 1971; and

WHEREAS, The mission of the museum, one of the largest and oldest ethnic museums in the United States, "as an integral part of the mosaic of cultural life in Chicago, Illinois, and across the United States, is to promulgate the rich cultural history of the Polish people by collecting, preserving, interpreting, and displaying materials related to this heritage; and to integrate these resources into appropriate programs, activities, and exhibitions that enrich the intellectual and artistic lives of all members of society"; and

WHEREAS, The museum is host to a unique permanent collection as well as temporary exhibits, and presents workshops, programs, and films to preserve Polish folk arts, customs, and traditions, its Archives preserves historic materials, documents, maps, and photographs from Polish and Polish American individuals and organizations, and its library holds tens of thousands for research and lending, and collections of Polonica, rare prints, and periodicals; and

WHEREAS, The museum collection is extensive, containing the personal and professional mementos of noted statesman and pianist Ignacy Jan Paderewski (1860 -- 1914), art and artifacts from the Polish Pavilion of the 1939 World's Fair in New York City, and many paintings and sculptures, especially from the Inter-war period and onward; and

WHEREAS, The library contains a collection of 100,000 books, half of which are circulating, including a 1508 book by the writer and philosopher Wawrzyniec Korwin (Laurentius Corvinus); and the archives contains nearly 400 unique collections, including photographs, music, documents, and maps dating back to the 15th century; and

WHEREAS, Since 1987, PMA has hosted the official State of Illinois Pulaski Day Observances on the first Monday in March; and

WHEREAS, The PMA and Pulaski Day celebrations have been visited by many distinguished persons, including Pope Saint John Paul II when he was Cardinal Karol Wojtyła, on two occasions; President Barack Obama as a United States Senator; President of Poland Lech Walesa (2000); Cardinal Joseph Glomp (1991); General Wladyslaw Sikorski (1941); General Jozef Haller (1940), and, most recently, President Andrzej Duda and First Lady Agata Kornhauser-Duda on Pulaski Day 2025; and

WHEREAS, The PMA and its collections have been recognized internationally, including award of the Gold Medal for Merit to Culture -- Gloria Artis by the Ministry of Culture and National Heritage of the Republic of Poland in September 2016; and

WHEREAS, The PMA Summer Gala, the Museum's largest annual general operations fundraiser, celebrates its 45th anniversary in 2025; and

WHEREAS, The Polish Spirit Award has, since 1987, recognized of the commitment of an individual and/or organization in promulgating Polish and Polish American heritage, culture, and community, as well as supporting the PMA; and

WHEREAS, The PMA's 90th anniversary and Polish Spirit Awards will be celebrated at the Summer Gala on June 13, 2025; and

WHEREAS, This year's Polish Spirit Award winners are Krzysztof Matyszczyk, entrepreneur, community leader, and Polish and Slavic Federal Credit Union Board Chair, and the Polish American Police Association; and

WHEREAS, The PMA's 90 years will also be celebrated on site at the museum during a formal anniversary event on October 11, 2025; and

WHEREAS, The work of the PMA would not be possible without the distinguished service of the museum's board of directors, executive committee, and staff, now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and commend the Polish Museum of America on its 90th anniversary and the 45th anniversary of its Summer Gala, and recognize the PMA's special contributions not only to the Polish-American community, but also the City of Chicago, State of Illinois, and nation at large; and

Be It Further Resolved, That we thank and commend the board of directors, executive committee, and staff of the PMA for their tireless work maintaining the museum as a vibrant cultural institution and repository of Polish arts, culture, and learning; and

Be It Further Resolved, That we congratulate Krzysztof Matyszczyk and the Polish American Police Association on their 2025 Polish Spirit Awards; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Polish Museum of America, its leadership and staff, and its awardees in recognition of the PMA's 90th anniversary and their individual and group achievements to the museum and the Polish community.

Presented By

ALDERPERSON WAGUESPACK (32nd Ward):

CONGRATULATIONS EXTENDED TO FRANCES BUSCEMI ON 104TH BIRTHDAY.
[R2025-0017431]

WHEREAS, Frances Buscemi turns 104 years old on July 27, 2025; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderperson Scott Waguespack of the 32nd Ward; and

WHEREAS, Frances was born in Chicago, Illinois and has lived in Chicago her entire life; and

WHEREAS, Frances graduated from Washburne Technical High School; and

WHEREAS, Frances married Mario Buscemi, a decorated World War II veteran on May 12, 1946; and

WHEREAS, Frances has lived at her current home on North Claremont Avenue since 1952; and

WHEREAS, Frances and has been a beloved neighbor for decades; and

WHEREAS, Frances is a loving mother to her two daughters, Marie Buscemi and Tina Burns; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled today do hereby honor the accomplishments and longevity of Frances Buscemi and extend our heartfelt congratulations to her on her 104th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Frances Buscemi as a symbol of our esteem.

Presented By

ALDERPERSON CONWAY (34th Ward):

TRIBUTE TO LATE IAN KUHN.

[R2025-0017447]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments and the passing of Ian Kuhn; and

WHEREAS, Ian Kuhn departed this present life on Monday, February 10, 2025; and

WHEREAS, The City Council has been notified of his passing by the Honorable Bill Conway, Alderperson of the 34th Ward; and

WHEREAS, Ian Kuhn was an exceptional and talented live sound engineer, who was born in Illinois and was a staple in the Chicago music scene, spending the late 80s working at the Metro with iconic acts including Nirvana and Prince; and

WHEREAS, Mr. Kuhn was hired by the Dave Matthews Band as their monitor engineer beginning in 1996 at the Glastonbury Festival through his final show at Madison Square Garden on November 24, 2024; and

WHEREAS, Mr. Kuhn worked alongside other audio engineers, musicians, and equipment manufacturers in the development of digital sound consoles and in-ear monitoring, making a lasting impact on musicians and sound engineers for generations to come; and

WHEREAS, Ian Kuhn was a cherished husband, father, mentor, and friend, and leaves a legacy of generosity, kindness, and enthusiasm for music; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of May 21, 2025, do hereby express our sorrow on the death of Ian Kuhn, 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 Ian Kuhn as a token of our sympathy.

Presented By

ALDERPERSON NUGENT (39th Ward):

CONGRATULATIONS EXTENDED TO JOHN M. PALMER ELEMENTARY SCHOOL ON 100TH ANNIVERSARY.

[R2025-0017348]

WHEREAS, This May, John M. Palmer Elementary School is celebrating its 100th anniversary; and

WHEREAS, The City Council has been informed of this occasion by the Honorable Samantha Nugent, Alderperson of the 39th Ward; and

WHEREAS, John M. Palmer School, named after John McAuley Palmer who was Illinois' 13th Governor and a United States Senator, was built in 1925 and officially opened in September 1926; and

WHEREAS, For 100 years and the tenure of only 12 principals, Palmer offers a range of learning experiences, including those focused on arts, athletics, and enrichment. The school has grown and changed throughout the years, but families continue to return, whether that be as a member of the faculty and staff, to volunteer their time, or to enroll their children; and

WHEREAS, Since 2018, Palmer has been recognized by Alliance for a Healthier Generation as "America's Healthiest Schools" for implementing best practices to support the health of staff, students, and families; and

WHEREAS, Palmer has a strong focus on sustainability and environmental literacy. The community chicken coop was founded in 2020 and the "Palmer Zero-Waste Program" was founded in 2024. Serving 750+ students, Palmer only disposes of one bag of trash a day. In 2025, Palmer was recognized as a "Green Ribbon School" by the U.S. Department of Education; and

WHEREAS, Palmer is a welcoming school serving a diverse population. Illinois Stands for Children has recognized Palmer as a "Kind School" for its focus on social-emotional learning and is consistently recognized by ExceleRate Illinois as a "Gold Circle of Quality" for a preschool program that goes above and beyond district standards; and

WHEREAS, For the past 100 years, Palmer Elementary School has served our fine city, educating countless students and supporting the North Mayfair community; now, therefore,

Be It Resolved, That we, the Mayor and Members of the Chicago City Council, do hereby recognize and honor the entire Palmer Elementary School community for their 100 years of dedicated service to their community; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Palmer's Principal Jennifer Dixon-Mangayao and Assistant Principal Stephen Caropreso as a token of appreciation and gratitude from the City of Chicago.

Presented By

ALDERPERSON VASQUEZ (40th Ward):

DECLARATION OF SECOND WEEK OF JUNE AS "CHICAGO DESIGN WEEK".

[R2025-0017362]

WHEREAS, The City of Chicago is a world-renowned center for design with an illustrious history of supporting architecture, interior design, and urban planning, as well as a collection of diverse and beloved public art; and

WHEREAS, Chicago believes in the power of design to uplift, affect, and protect humanity within our neighborhoods and communal spaces; and

WHEREAS, The International Interior Design Association, which makes its home in Chicago, represents designers around the world and fosters a culture of design excellence; and

WHEREAS, Designers are the standard-bearers of the health, safety, and wellness in built spaces that humanity relies on, and Chicago is home to a robust and active design community that has shaped the life of the city from its creation; and

WHEREAS, The second week in June marks the annual confluence of NeoCon and Design Days, a global conference and expo that showcases design's response to technological advances, cultural changes, and growing ecological consciousness; and

WHEREAS, These events elevate Chicago as a design epicenter and draws the design community from around the world to our city; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here on this 21st day of May, 2025, do hereby declare the second week of June as Chicago Design Week, recognizing the invaluable contributions design makes to the City and the world; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the International Interior Design Association on behalf of the worldwide design community, as a symbol of our esteem and respect.

RECOGNITION OF ST. HILARY SCHOOL FOR CONTRIBUTIONS TO CATHOLIC CHURCH AND BUDLONG WOODS COMMUNITY.

[R2025-0017418]

WHEREAS, Since its founding in 1928, St. Hilary School has provided generations of families with an outstanding Catholic education in the Peterson Woods, Lincoln Square, and Budlong Woods neighborhoods; and

WHEREAS, The St. Hilary parish campus was constructed in 1928, and sent forth its first graduating class of 10 boys and 10 girls in 1931; and

WHEREAS, The original building housed nuns on the second floor, before all the rooms were converted into classrooms, creating the school building that still exists after 97 years; and

WHEREAS, For nearly a century, St. Hilary's has offered value-centered preschool, kindergarten and first through eighth grade education; and

WHEREAS, St. Hilary's has also been an invaluable part of the neighborhood, hosting community events and family-oriented programs, including, most notably, the Faith Partner Program, started in the 1980s, which partnered younger and older kids for special events throughout the year; the Book Fair, run by the Family School Association; the Candle Ribbon Ceremony, started in the 1990s; and other events such as the International Dinner, the St. Hilary's Family Fest and Carnival, the Walk-A-Thon, Earth Savers, the St. Hilary's Men's Club's Spaghetti Dinner, the Fish Fry Dinner and the St. Patrick's Day Dinner; and

WHEREAS, St. Hilary's has been recognized over the years for many awards and acknowledgements, including the Battle of Books Champions from 1999 -- 2023, Catholic Schools Week Adopt a Solider in 2014, 5Essentials Survey Awards recipient in 2024 for Effective Leaders, Collaborative Teachers, Involved Families, Supportive Enrollment and Ambitious Instruction and more; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here on this 21st day of May, 2025, do hereby honor St. Hilary School for its contributions to the Catholic Church and the community of Budlong Woods, and recognize clergy and staff members including Sister Mary Alice, Sister Sally Fergus, Father Darrow, Father Caplis, Father Eddie, Father Young, Deacon Donald, Mary Wehling, and countless others; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to St. Hilary School as a symbol of our esteem and respect.

Presented By

**ALDERPERSON VASQUEZ (40th Ward),
ALDERPERSON LEE (11th Ward) And
ALDERPERSON MANAA-HOPPENWORTH (48th Ward):**

**COMMEMORATION OF MAY 2025 AS ASIAN AMERICAN, NATIVE HAWAIIAN
AND PACIFIC ISLANDER HERITAGE MONTH IN CITY OF CHICAGO.**

[R2025-0017443]

WHEREAS, May is recognized in the City of Chicago as Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month; and

WHEREAS, The origins of the official United States federal acknowledgement are attributed to the efforts of Jeanie Jew, a fourth-generation Chinese American former congressional staffer, and several others involved in the Asian American Movement, to honor the cultures, histories and contributions of American communities whose lineages trace to the Asian continent and the Pacific Islands of Melanesia, Micronesia, and Polynesia; and

WHEREAS, A Congressional resolution was signed into law in 1978, designating the first week of May as Asian/Pacific American Heritage Week to commemorate two milestones: the arrival of the first Japanese immigrants to the United States on May 7, 1843, and the completion of the transcontinental railroad, constructed in large part by Chinese immigrant laborers, on May 10, 1869; and

WHEREAS, In 1992, Asian/Pacific American Heritage Week was expanded to recognize the entire month of May as Asian/Pacific American Heritage Month, in 2021 proclaimed by executive order as Asian American, Native Hawaiian and Pacific Islander Heritage Month; and

WHEREAS, Alderperson Nicole Lee of the 11th Ward became the first Chinese American and first Asian American woman to serve on the City Council upon first assuming office on March 28, 2022; and

WHEREAS, Alderperson Leni Manaa-Hoppenworth of the 48th Ward became the first Filipina American to serve as alderperson upon assuming office on May 15, 2023; and

WHEREAS, Asian Americans and Pacific Islanders work and represent Chicago at various levels of the state and federal governments, including United States Senator Tammy Duckworth, United States Representative Raja Krishnamoorthi, Cook County Commissioner Josina Morita, Illinois State Senator Ram Villivalam, and Illinois State Representatives Theresa Mah, Hoan Huynh, Kevin Olickal, Nabeela Syed and Abdelnasser Rashid; and

WHEREAS, Most recently in 2025 Asian/Pacific American Heritage Month was eliminated from official federal recognition by the federal government in addition to the elimination of the White House Initiative on Asian Americans, Native Hawaiians, and Pacific Islanders and the President's Advisory Commission on Asian Americans, Native Hawaiians, and Pacific Islanders; and

WHEREAS, The United States Census Bureau estimates Chicago's AANHPI population to be 7.2 percent, and according to the Office of Inspector General's demographic dashboard, 4.9 percent of the City of Chicago's employees are AANHPI identifying; now, therefore,

Be It Resolved, In the City of Chicago, we renew our commitment to the celebration and care of AANHPI communities, languages, traditions that make up our social fabric and will stand firmly against federal attacks in acknowledging the identity of our educators, entrepreneurs, artists, public servants, community leaders and residents in this community; and

Be It Further Resolved, That we, the Mayor and Members of the City Council of the City of Chicago, assembled this 21st day of May 2025, do hereby commemorate May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of Chicago, and encourage all of us to reflect on the histories of these communities and to share in the resilience and achievements of our AANHPI communities.

Presented By

**ALDERPERSON VASQUEZ (40th Ward) And
ALDERPERSON CONWAY (34th Ward):**

**CONGRATULATIONS EXTENDED TO BIG JOE'S 2 & 6 PUB ON
30TH ANNIVERSARY**

[R2025-0017442]

WHEREAS, Big Joe's 2 & 6 Pub was established in February of 1995 and is located at 1818 West Foster Avenue, in the Ravenswood Manor neighborhood on the northside of the city; and

WHEREAS, The establishment is in part the namesake of "Big Joe" Joe Mulvaney who is an owner in addition to Art Nolan, and in part referential to 2 & 6 Pub which was the name of the bar for the prior 30+ years; and

WHEREAS, Big Joe is a retired Chicago Public School (CPS) teacher of 40 years; and

WHEREAS, Big Joe's 2 & 6 Pub is an old-school watering hole during Saturday through Thursday, with regulars seated at the bar, a few TVs, a pool table and plenty of steel tip dart boards for casual or league play, and on Friday nights it transforms its upstairs into a racetrack for the fastest game in town, Turtle Racing; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council hereby congratulate Big Joe's 2 & 6 Pub on their 30th anniversary and extend our most heartfelt wishes for their continued success; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Big Joe's 2 & 6 Pub as a token of our esteem and good wishes.

Presented By

**ALDERPERSON NAPOLITANO (41st Ward) And
ALDERPERSON GARDINER (45th Ward):**

TRIBUTE TO LATE JOSEPH ARTHUR RUIZ.

[R2025-0017284]

WHEREAS, Joseph Arthur Ruiz was born on August 10, 1947, in the State of New York to Joseph Angel Ruiz and Edith (Garcia) Ruiz. He was the eldest of six siblings: Irving, Nilda, Richard, Judith, and Sandra; and

WHEREAS, On April 9, 1982, Joseph Ruiz married Carol, with whom he had four children: Carol, Michelle, Joseph, and Tiffany. He was also a proud grandfather to nine grandchildren: Lily, Kiersten, Olive, Joseph, Valor, Azalea, Emma, Gabriel, and Jenna; and

WHEREAS, Joe began his lifelong commitment to community service in the 1960s by helping to break racial barriers in sports. At Eckhart Park and Humboldt Park, he coached little league baseball, playing and coaching alongside his father, Carlos "Caribe" Ruiz. Their teamwork culminated in a national championship victory with the Puerto Rican Congress baseball team in the mid-1970s at the Stan Musial Baseball Tournament; and

WHEREAS, A graduate of Wells High School, Joe pursued higher education and became a devoted educator and leader. Alongside his father, he fought for civil rights for Puerto Rican and other Hispanic Americans in Chicago, particularly during the Division Street Riots of the 1960s; and

WHEREAS, Joe worked tirelessly to expand educational and employment opportunities for Hispanic communities across Chicago and its suburbs. In the 1970s, he helped establish the "Academy Off the Streets" through the Puerto Rican Congress, offering young men and women access to higher education and meaningful career paths; and

WHEREAS, Joe played a pivotal role in recruiting bilingual exchange teachers from Puerto Rico to serve at Roberto Clemente High School in the mid-1970s. He was among the first Puerto Rican administrators in the Chicago Public Schools system, advocating for bilingual education and Hispanic representation; and

WHEREAS, In the late 1980s and throughout the 1990s, Joe created and directed the first academic alternative school programs focused on dropout prevention, helping countless students reengage with their education and earn their high school diplomas; and

WHEREAS, After the passing of his father in 1987, Joe assumed leadership of the Puerto Rican Congress, preserving and expanding its legacy. He managed musical contracts, community events such as the Puerto Rican Congress Queen selection, and continued organizing the annual State Street Parade. In the 1990s, Joe and his family restored the original 1970s murals on the Congress building to preserve its cultural and historical significance; and

WHEREAS, As an educator and administrator, Joe consistently advocated for the hiring of Hispanic truant officers, teachers, and assistants. He also established the Division of Student Support within Chicago Public Schools -- a state award-winning initiative active throughout the 1980s and 1990s; and

WHEREAS, In the 2000s, Joe served as assistant principal at Senn High School, overseeing discipline and after-school programs. His dedication extended into the church community, where he led music workshops every April to commemorate the musical and cultural contributions of the Puerto Rican Congress; and

WHEREAS, Joe held an education degree with a major in history, a bilingual endorsement, a Title 72 credential in education, and a master's degree in counseling. His commitment to education and civil rights left an indelible mark on the lives of many; and

WHEREAS, Joseph Arthur Ruiz leaves behind a profound legacy of leadership, service, advocacy, and compassion that will not be forgotten; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21st day of May, 2025, do hereby express our deepest sorrow upon the passing of Joseph Arthur Ruiz and extend our heartfelt gratitude for his lifelong contributions to the City of Chicago and its people; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the family of Joseph Arthur Ruiz as a lasting token of appreciation and respect.

Presented By

ALDERPERSON CLAY (46th Ward):

CONGRATULATIONS EXTENDED TO RUBY SMITH ON 105TH BIRTHDAY.

[R2025-0017440]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ruby Smith in honor of her 105th birthday on May 22, 2025; and

WHEREAS, On behalf of the entire 46th Ward, Alderperson Angela Clay would like to extend her personal tribute to Ruby Smith on this momentous occasion as recognition for being both a stellar resident of the City of Chicago and native of Tennessee; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of Chicago gathered here this 21st day of May 2025, do hereby congratulate Ruby Smith on the occasion of her upcoming birthday tomorrow; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Ruby Smith.

Presented By

ALDERPERSON HADDEN (49th Ward):

DECLARATION OF MAY 25 AS "AFRICA DAY" IN CITY OF CHICAGO.

[R2025-0017345]

WHEREAS, May 25th of each year is globally recognized as Africa Day, commemorating the founding of the Organization of African Unity (OAU), now the African Union (AU), on May 25, 1963; and

WHEREAS, The establishment of the OAU/AU marked a pivotal moment in the history of the African continent, signifying a collective commitment to unity, solidarity, liberation, and socio-economic development; and

WHEREAS, The African Union continues its commitment to play a crucial role in fostering peace, security, stability, and integration across the African continent, while also advocating for the interests of its member states on the global stage; and

WHEREAS, The City of Chicago is home to a vibrant and diverse African diaspora, comprising individuals who have significantly contributed to the cultural, economic, social, and civic fabric of our city; and

WHEREAS, The African diaspora in Chicago has enriched our communities with diverse traditions, languages, arts, and perspectives, strengthening our city's global connections and fostering intercultural understanding; and

WHEREAS, The African Diaspora Sixth Region Association of Illinois has demonstrated unwavering commitment to serving and uplifting the African diaspora community within the State of Illinois, including the City of Chicago, through advocacy, cultural promotion, community development initiatives, and fostering collaboration among diverse African communities; and

WHEREAS, The work of the African Diaspora Six Region Association of Illinois has been instrumental in strengthening the social, economic, and cultural bonds within the African diaspora and between the diaspora and the broader Chicago community; and

WHEREAS, Recognizing Africa Day in the City of Chicago provides an important opportunity to celebrate the heritage and achievements of the African continent and its diaspora, and to reaffirm our commitment to fostering mutually beneficial relationships and partnerships; and

WHEREAS, Acknowledging Africa Day aligns with the City of Chicago's dedication to promoting diversity, equity, and inclusion, and to recognizing the invaluable contributions of all its residents; and

WHEREAS, The political front, while many African nations continue to strengthen their democratic institutions and processes, the continent also faces issues such as political instability, including unconstitutional changes of government in some regions, conflicts and insecurity in areas like the Sahel, the Horn of Africa, and the Great Lakes, and concerns around governance and human rights; and

WHEREAS, Economically, Africa is projected to be one of the fastest-growing regions globally in 2025, driven by factors such as a young and growing population, increasing urbanization, and the potential of the African Continental Free Trade Area (AfCFTA) to boost intra-African trade and investment; however, challenges remain in areas such as poverty reduction, job creation, infrastructure development, managing debt burdens, and ensuring inclusive and sustainable growth that benefits all segments of society; and

WHEREAS, The African Union (AU) has declared 2025 as the "Year of Justice for Africans and People of African Descent Through Reparations", underscoring a commitment to addressing historical injustices and their ongoing impacts, alongside its continued efforts in promoting peace and security, economic integration, and advocating for the continent's interests on the global stage; now, therefore,

Be It Resolved, That the City Council of the City of Chicago does hereby proclaim May 25th of each year as "Africa Day" in the City of Chicago; and

Be It Further Resolved, That the City of Chicago encourages its residents, community organizations, educational institutions, and businesses to observe "Africa Day" through appropriate ceremonies, activities, and programs that celebrate African cultures, histories, and contemporary achievements; and

Be It Further Resolved, That the City of Chicago reaffirms its commitment to engaging with the African diaspora within our city and to fostering stronger ties with the nations and peoples of the African continent; and

Be It Further Resolved, That a copy of this resolution be transmitted to the consulates and relevant community organizations representing African nations within the City of Chicago.

MATTERS PRESENTED BY THE ALDERPERSONS.

*(Presented By Wards, In Order, Beginning
With The 50th Ward)*

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS
AND TRAFFIC-CONTROL DEVICES.**

Referred -- ESTABLISHMENT OF LOADING ZONE AT 1253 W. MONROE ST.
[O2025-0017589]

Aldersperson Burnett (27th Ward) presented a proposed ordinance to establish a no parking/loading zone on the south side of West Monroe Street, from South Throop Street to a point 110 feet east thereof (1253 West Monroe Street), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT.
[O2024-0017412]

Aldersperson Dowell (3rd Ward) presented a proposed ordinance to restrict the movement of traffic to a single direction, southerly, on East 16th Street and East 18th Street, from South Michigan Avenue to South Indiana Avenue, to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Permit Number
<i>HALL</i> (6 th Ward)	South Evans Avenue, at 7421 (handicapped permit parking); [O2025-0017324]
	South Rhodes Avenue, at 7631 (handicapper permit parking); [O2025-0017327]
<i>MITCHELL</i> (7 th Ward)	South Phillips Avenue, at 8618 (Handicapped Parking Permit 131885); [O2025-0017406]
<i>HARRIS</i> (8 th Ward)	South Blackstone Avenue, at 8440 (Handicapped Parking Permit 135235); [O2025-0017432]
	South Drexel Avenue, at 9127 (Handicapped Parking Permit 136084); [O2025-0017433]
	South Drexel Avenue, at 9238 (Handicapped Parking Permit 135693); [O2025-0017470]
	South Euclid Avenue, at 7453 (Handicapped Parking Permit 135948); [O2025-0017436]
	South Harper Avenue, at 8115 (Handicapped Parking Permit 134733); [O2025-0017471]
	South Yates Boulevard, at 8514 (Handicapped Parking Permit 16012); [O2025-0017462]

Aldersperson

Location And Permit Number

East 86th Street, at 1618 (Handicapped Parking Permit 135820);
[O2025-0017438]

BEALE
(9th Ward)

South St. Lawrence Avenue, at 10210 (Handicapped Parking
Permit 135773);
[O2025-0017577]

LEE
(11th Ward)

South Hillock Avenue, at 2828 (Handicapped Parking Permit 136147);
[O2025-0017579]

LOPEZ
(15th Ward)

South California Avenue, at 5718 (Handicapped Parking
Permit 135278);
[O2025-0017465]

South Campbell Avenue, at 5633 (Handicapped Parking
Permit 134532);
[O2025-0017251]

COLEMAN
(16th Ward)

South Claremont Avenue, at 5826 (handicapped permit parking);
[O2025-0017357]

South Laflin Street, at 6736 (Handicapped Parking Permit 135902);
[O2025-0017363]

MOORE
(17th Ward)

South Hermitage Avenue, at 8221 (Handicapped Parking
Permit 135222);
[O2025-0017481]

South May Street, at 7523 (Handicapped Parking Permit 135884);
[O2025-0017291]

South Winchester Avenue, at 7835 (Handicapped Parking
Permit 136190);
[O2025-0017449]

5/21/2025

NEW BUSINESS PRESENTED BY ALDERPERSONS

28967

Aldersperson

Location And Permit Number

CURTIS
(18th Ward)

South Sacramento Avenue, at 7237 (Handicapped Parking Permit 110705);

[O2025-0017464]

O'SHEA
(19th Ward)

South Charles Avenue, at 9930 (handicapped permit parking);

[O2025-0017294]

South Hamlin Avenue, at 10625 (Handicapped Parking Permit 136112);

[O2025-0017299]

West 104th Street, at 1627 (Handicapped Parking Permit 136159);

[O2025-0017359]

West 105th Street, at 3958 (Handicapped Parking Permit 135267);

[O2025-0017296]

MOSLEY
(21st Ward)

South Bishop Street, at 8816 (Handicapped Parking Permit 136342);

[O2025-0017583]

South Justine Street, at 9417 (Handicapped Parking Permit 135683);

[O2025-0017581]

RODRÍGUEZ
(22nd Ward)

South Millard Avenue, at 2648 (Handicapped Parking Permit 135882);

[O2025-0017587]

South Springfield Avenue, at 2809 (Handicapped Parking Permit 133738);

[O2025-0017588]

TABARES
(23rd Ward)

South Lockwood Avenue, at 5207 (Handicapped Parking Permit 135072);

[O2025-0017425]

Aldersperson

Location And Permit Number

West 61st Place, at 3621 (Handicapped Parking Permit 135043);
[O2025-0017424]

FUENTES
(26th Ward)

West Armitage Avenue, at 5050 (signs to be posted at 2001 North
Lawler Avenue) (Handicapped Parking Permit 136032);
[O2025-0017498]

West Augusta Boulevard, at 3220 (Handicapped Parking
Permit 136238);
[O2025-0017417]

North Karlov Avenue, at 1810 (Handicapped Parking Permit 136102);
[O2025-0017416]

North Pulaski Road, at 1902 (signs to be posted at 4000 West
Cortland Street) (Handicapped Parking Permit 133204);
[O2025-0017472]

BURNETT
(27th Ward)

North Homan Avenue, at 625 (Handicapped Parking Permit 135816);
[O2025-0017319]

RODRÍGUEZ-SÁNCHEZ
(33rd Ward)

North Harding Avenue, at 4756 (handicapped permit parking);
[O2025-0017384]

VILLEGAS
(36th Ward)

North Mulligan Avenue, at 2209 (Handicapped Parking Permit 136107);
[O2025-0017497]

SPOSATO
(38th Ward)

West Belle Plaine Avenue, at 5935 (Handicapped Parking
Permit 136230);
[O2025-0017364]

REILLY
(42nd Ward)

West Huron Street, at 152 (Handicapped Parking Permit 135238);
[O2025-0017590]

5/21/2025

NEW BUSINESS PRESENTED BY ALDERPERSONS

28969

Aldersperson

Location And Permit Number

HADDEN
(49th Ward)

West Howard Street, at 1522 (signs to be posted at 7601 North Bosworth Avenue) (Handicapped Parking Permit 136173).

[O2025-0017346]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson

Location And Permit Number

LEE
(11th Ward)

Repeal Handicapped Parking Permit 91017 at 2540 South Princeton Avenue;

[O2025-0017578]

FUENTES
(26th Ward)

Amend ordinance by striking: "North Keystone Avenue, at 1635 (Handicapped Parking Permit 90657)";

[O2025-0017491]

Amend ordinance by striking: "West Le Moyne Street, at 3309 (Handicapped Parking Permit 128506)";

[O2025-0017490]

Amend ordinance by striking: "North Mozart Drive, at 1026 (Handicapped Parking Permit 129534)";

[O2025-0017486]

Aldersperson

Location And Permit Number

Amend ordinance which reads: "North Pulaski Road, at 1845 (signs to be posted at 3947 West Cortland Street) (Handicapped Parking Permit 118648)" by striking: "3947 West Cortland Street" and inserting: "3948 West Cortland Street" in lieu thereof;

[O2025-0017473]

CARDONA
(31st Ward)

Amend ordinance by striking: "West Cornelia Avenue, at 4835 (Handicapped Parking Permit 132780)";

[O2025-0017501]

Amend ordinance by striking: "North Lotus Avenue, at 2927 (Handicapped Parking Permit 125418);

[O2025-0017494]

SPOSATO
(38th Ward)

Amend ordinance by striking: "West Hutchinson Street, at 5251 (Handicapped Parking Permit 129244)".

[O2025-0017366]

Referred -- ESTABLISHMENT OF STREET CLEANING NO PARKING/TOW-AWAY ZONES.

Aldersperson Mosley (21st Ward) presented proposed ordinances to establish street cleaning, no parking/tow-away zones to be in effect from 7:00 A.M. to 9:00 A.M. on Tuesdays from April 1st to October 31st, which were *Referred to the Committee on Pedestrian and Traffic Safety*, at the locations as follows:

South Ashland Avenue (east and west sides) from West 90th Street to West 93rd Street;
and

[O2025-0017586]

West 87th Street (south side) from South Peoria Street to South Loomis Street.

[O2025-0017584]

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONE 2459.

[O2025-0017580]

Aldersperson Lee (11th Ward) presented a proposed ordinance to amend Residential Permit Parking Zone 2459 by adding: "2987 South Bonaparte Street", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF INDUSTRIAL PERMIT PARKING ZONE 30.

[O2025-0017360]

Aldersperson Burnett (27th Ward) presented a proposed ordinance to establish Industrial Permit Parking Zone 30 on the east side of North Campbell Avenue, from West Hubbard Street to the first driveway north thereof (300 feet) (commonly known as 455 North Campbell Avenue), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- INSTALLATION OF NO PARKING/TOW-AWAY SIGNS ON PORTION OF W. MADISON ST.

[O2025-0017323]

Aldersperson Burnett (27th Ward) presented a proposed ordinance directing the Commissioner of Transportation to install no parking/tow-away zone signs on the south side of West Madison Street, from South Western Avenue to 250 feet east thereof (commonly known as 2399 West Madison Street), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF NO PARKING/TOW-AWAY ZONE ON PORTION OF W. GERMANIA PL.

[O2025-0017409]

Aldersperson Hopkins (2nd Ward) presented a proposed ordinance to amend an ordinance passed on July 17, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 14465, which reads: "West Germania Place (south side) from North Clark Street to a point 133 feet west thereof -- no parking/tow-away zone -- at all times -- all days" by striking: "from North Clark Street" and inserting: "from a point 90 feet east of North Clark Street" in lieu thereof, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances and an order 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
<i>TALIAFERRO</i> (29 th Ward)	West Railroad Avenue and South Menard Avenue -- "Stop"; [O2025-0017298]
<i>SPOSATO</i> (38 th Ward)	North Lockwood Avenue and West Cuyler Avenue -- "All-Way Stop"; [Or2025-0017419]
<i>SILVERSTEIN</i> (50 th Ward)	West Glenlake Avenue and North Monticello Avenue -- "All-Way Stop". [O2025-0017421]

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 HARRIS (8th Ward):

To classify as an RS1 Residential Single-Unit (Detached House) District instead of a B3-2 Community Shopping District the area shown on Map Number 20-C in the area bounded by:

South Jeffery Boulevard; East 79th Street; South Chappel Avenue; and the public alley next south of and parallel to East 79th Street (common address: 7901 South Jeffery Boulevard and 2001 -- 2025 East 79th Street).

[O2025-0017343]

To classify as an RS1 Residential Single-Unit (Detached House) District instead of a C2-2 Motor Vehicle-Related Commercial District the area shown on Map Number 20-C in the area bounded by:

South Stony Island Avenue; a line 75 feet north of and parallel to East 83rd Street; the public alley next east of and parallel to South Stony Island Avenue; and East 83rd Street (common address: 8253 -- 8259 South Stony Island Avenue).

[O2025-0017344]

To classify as an RS1 Residential Single-Unit (Detached House) District instead of a B3-2 Community Shopping District the area shown on Map Number 18-C in the area bounded by:

South East End Avenue; the public alley next north of and parallel to East 79th Street; South Ridgeland Avenue; and East 79th Street (common address: 1700 -- 1728 East 79th Street).

[O2025-0017341]

To classify as an RS1 Residential Single-Unit (Detached House) District instead of a B3-2 Community Shopping District the area shown on Map Number 20-C in the area bounded by:

South East End Avenue; East 79th Street; a line 125.0 feet east of and parallel to South East End Avenue; and the public alley next south of and parallel to East 79th Street (common address: 1701 -- 1711 East 79th Street).

[O2025-0017342]

BY ALDERPERSON O'SHEA (19th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 28-J in the area bounded by:

a line 219 feet south of and parallel to West 114th Street; a line 300 feet east of and parallel to South Homan Avenue; a line 294 feet south of and parallel to West 114th Street; and South Homan Avenue (common address: 11423 -- 11427 South Homan Avenue).

[O2025-0017368]

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 28-H in the area bounded by:

West 115th Street; a line 62.04 feet west of South Church Street, as measured along the south right-of-way line of West 115th Street; the alley next south of West 115th Street; and a line 93.06 04 feet west of South Church Street, as measured along the south right-of-way line of West 115th Street (common address: 1905 West 115th Street).

[O2025-0017369]

BY ALDERPERSON CLAY (46th Ward):

To classify as a B3-5 Community Shopping District instead of a B3-3 Community Shopping District the area shown on Map Numbers 11-G and 13-G in the area bounded by:

a line 262 feet north of and parallel to West Lawrence Avenue; North Winthrop Avenue; a line 100.15 feet north of and parallel to West Lawrence Avenue; the alley next east of and parallel to North Winthrop Avenue; a line 110 feet north of and parallel to West Lawrence Avenue; North Kenmore Avenue; West Lawrence Avenue; the alley next east of and parallel to North Kenmore Avenue; a line 100.12 feet south of and parallel to West Lawrence Avenue; North Kenmore Avenue; West Lawrence Avenue; the alley next east of and parallel to North Winthrop Avenue; a line 250.08 feet south of and parallel to West Lawrence Avenue; North Winthrop Avenue; a line 83.89 feet south of and parallel to West Lawrence Avenue; and the east right-of-way line of the Paradise and Pacific Railroad (common address: 1021 -- 1113 West Lawrence Avenue).

[O2025-0017507]

To classify as a B3-5 Community Shopping District instead of a B3-2 Community Shopping District, a B3-3 Community Shopping District, and an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 11-G in the area bounded by:

a line 191 feet north of and parallel to West Wilson Avenue; the alley next east of and parallel to North Kenmore Avenue; a line 196.58 feet north of and parallel to West Wilson Avenue; North Sheridan Road; a line 96.58 feet south of and parallel to West Wilson Avenue; the alley next east of and parallel to North Kenmore Avenue; a line 60 feet south of and parallel to West Wilson Avenue; North Kenmore Avenue; a line 210 feet southeast of the intersection of North Broadway and West Wilson Avenue, as measured along the east right-of-way line of North Broadway and perpendicular thereto; the vacated alley next west of North Kenmore Avenue; West Wilson Avenue; and North Kenmore Avenue (common address: 1011 -- 1041 West Wilson Avenue, 1016 -- 1026 West Wilson Avenue, 4600 -- 4608 North Sheridan Road and 4617 North Kenmore Avenue).

[O2025-0017504]

BY ALDERPERSON MANAA-HOPPENWORTH (48th Ward):

To classify as a C1-5 Community Commercial District instead of a B1-5 Neighborhood Shopping District and a B3-2 Community Shopping District the area shown on Map Number 13-G in the area bounded by:

a line 99.5 feet north of and parallel to West Argyle Street; North Winthrop Avenue; a line 74.75 feet north of and parallel to West Argyle Street; the alley next east of and parallel to North Winthrop Avenue; a line 100.87 feet north of and parallel to West Argyle Street; North Kenmore Avenue; a line 125.25 feet north of and parallel to West Argyle Street; the alley next east of and parallel to North Kenmore Avenue; a line 115.7 feet

south of and parallel to West Argyle Street; North Kenmore Avenue; a line 65.7 feet south of and parallel to West Argyle Street; the alley next east of and parallel to North Winthrop Avenue; a line 115.7 feet south of and parallel to West Argyle Street; and the east right-of-way line of the Paradise and Pacific Railroad (common address: 1016 -- 1114 West Argyle Street and 1017 -- 1115 West Argyle Street).

[O2025-0017508]

To classify as a B3-3 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 13-G in the area bounded by:

West Balmoral Avenue; North Broadway; West Foster Avenue; and the alley next west of and parallel to North Broadway (common address: 5200 -- 5358 North Broadway).

[O2025-0017512]

To classify as a B3-5 Community Shopping District instead of a B1-5 Neighborhood Shopping District, a C1-5 Neighborhood Commercial District, and a T, Transportation District the area shown on Map Number 13-G in the area bounded by:

West Bryn Mawr Avenue; the alley next east of and parallel to North Winthrop Avenue; a line 200 feet south of and parallel to West Bryn Mawr Avenue; North Winthrop Avenue; a line 110 feet south of and parallel to West Bryn Mawr Avenue; the alley next south of and parallel to West Bryn Mawr Avenue; and the east right-of-way line of the Paradise and Pacific Railroad (common address: 1069 -- 1113 West Bryn Mawr Avenue).

[O2025-0017509]

To classify as a B3-5 Community Shopping District instead of a B1-3 Neighborhood Shopping District and a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 15-G in the area bounded by:

North Winthrop Avenue; a line 57.76 feet south of and parallel to West Granville Avenue; the alley next west of and parallel to North Winthrop Avenue; the alley next south of and parallel to West Granville Avenue; the east right-of-way line of the Paradise and Pacific Railroad; and a line 100 feet north of and parallel to West Granville Avenue (common address: 1100 -- 1110 West Granville Avenue, 1113 -- 1117 West Granville Avenue and 6172 North Winthrop Avenue).

[O2025-0017511]

To classify as a T, Transportation District instead of a C2-3 Motor-Vehicle Related Commercial District and a B1-3 Neighborhood Shopping District the area shown on Map Number 15-G in the area bounded by:

the alley next north of and parallel to West Rosemont Avenue; the alley next west of and parallel to North Winthrop Avenue; West Granville Avenue; the east right-of-way line of the Chicago, North Shore and Milwaukee Railroad; the alley next west of and parallel

to North Winthrop Avenue; West Hollywood Avenue; and the west right-of-way line of the Paradise and Pacific Railroad (common address: 1118 West Hollywood Avenue, 1119 West Thorndale Avenue and 1122 West Rosemont Avenue).

[O2025-0017514]

To classify as a B3-5 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 15-G in the area bounded by:

North Winthrop Avenue; West Thorndale Avenue; the east right-of-way line of the Paradise and Pacific Railroad; and a line 50 feet north of and parallel to West Thorndale Avenue (common address: 1072 -- 1080 West Thorndale Avenue and 5934 North Winthrop Avenue).

[O2025-0017510]

To classify as a B3-5 Community Shopping District instead of a B1-5 Neighborhood Shopping District and an RM5 Residential Multi-Unit District the area shown on Map Number 13-G in the area bounded by:

a line 49.75 feet north of and parallel to West Berwyn Avenue; North Winthrop Avenue; a line 150 feet south of and parallel to West Berwyn Avenue; and the east right-of-way line of the Paradise and Pacific Railroad (common address: 5246 -- 5302 North Winthrop Avenue).

[O2025-0017513]

BY ALDERPERSON SILVERSTEIN (50th Ward):

To classify as an RM5 Residential Multi-Unit District instead of a B3-2 Community Shopping District the area shown on Map Number 15-I in the area bounded by:

West Devon Avenue; North Troy Street; the alley next south of and parallel to West Devon Avenue; and a line 74 feet west of and parallel to North Troy Street (common address: 3135 West Devon Avenue).

[O2025-0017322]

To classify as a B3-2 Community Shopping District instead of a C2-2 Motor-Vehicle Related Commercial District the area shown on Map Number 17-I in the area bounded by:

West Pratt Boulevard; North Western Avenue; West Arthur Avenue; and the alley next west of and parallel to North Western Avenue (common address: 6500 -- 6800 North Western Avenue).

[O2025-0017430]

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 ON IMPLEMENTATION OF GENDER-BASED VIOLENCE PREVENTION SERVICES AND PROGRAMMING IN CHICAGO.

[R2025-0017551]

A proposed resolution calling on the Committee on Health and Human Relations to hold a hearing on the implementation of gender-based violence prevention programming and services in Chicago, which was *Referred to the Committee on Health and Human Relations*.

—

Referred -- AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING ON PORTION OF N. MILWAUKEE AVE.

[O2025-0017550]

Also, a proposed ordinance to amend Title 4, Chapter 244, Section 140 of the Municipal Code of Chicago to prohibit peddling of any merchandise, other article, or thing whatsoever at any time on both sides of North Milwaukee Avenue, between West Division Street and West Damen Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

—

Referred -- AMENDMENT OF TITLE 9 OF MUNICIPAL CODE BY MODIFYING SECTIONS 9-4-010 AND 9-12-060 DESIGNATING PORTIONS OF W. CHICAGO AVE. AS RUSH HOUR BUS LANE AND MODIFYING SECTION 9-64-140 REGARDING START/END POINTS OF NO STOPPING/STANDING ZONES.

[O2025-0017552]

Also, a proposed ordinance to amend Title 9 of the Municipal Code of Chicago by modifying Section 9-4-010 to modify definition of "standing" by removing requirement that operator of a

standing vehicle is within or nearby and capable of moving the vehicle at the direction of a police officer; by modifying Section 9-12-060 to designate West Chicago Avenue, from North Michigan Avenue to North May Street, as a rush hour bus lane prohibiting use by unauthorized vehicles from 7:00 A.M. to 9:30 A.M. and 4:00 P.M. to 6:00 P.M., Mondays through Fridays; and by modifying Section 9-64-140 to define limits of no parking/no standing/no stopping zones to be from the location of the designating sign to either the location of ending sign or the nearest intersection if no end sign exists, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 1500 N. HOYNE AVE. (WICKER PARK LUTHERAN CHURCH).

[Or2025-0017336]

Also, a proposed order authorizing the Commissioners of Buildings, Finance, and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, for the demolition and excavation of Wicker Park Lutheran Church and the installation of plumbing, electrical, heating and audio-visual systems; installation of a new accessible exterior entrance (with exterior canopy), a new accessible stair, a new accessible egress stair in the Sacristy and a passenger elevator; construction of three bathrooms; construction of new office and administrative spaces, large meeting rooms, music room and classrooms; installation of storage, laundry and janitor closets; roof work; selected window replacements; repair of the Sanctuary stained glass window; and fence work and landscaping at the property located at 1500 North Hoyne Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON DOWELL (3rd Ward):

Referred -- EXEMPTION OF MOLLISON WORLD ELEMENTARY SCHOOL FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0017351]

A proposed ordinance to exempt Mollison World Elementary School (Chicago Public Schools/Board of Education) from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4415 South Dr. Martin Luther King, Jr. Drive, 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 YANCY (5th Ward):

Referred -- AMENDMENT OF CHAPTER 5-12 (RESIDENTIAL LANDLORD AND TENANT ORDINANCE) AND SECTION 13-72-065 OF MUNICIPAL CODE REGARDING JUST CAUSE REQUIREMENTS, PROTECTIONS, REMEDIES, AND PENALTIES FOR LANDLORD TERMINATION OF RENTAL AGREEMENTS.

[O2025-0017516]

A proposed ordinance to amend Title 5, Chapter 12 of the Municipal Code of Chicago (known as the Residential Landlord and Tenant Ordinance ("RLTO")) by modifying Section 5-12-020 to exempt applicability of various sections for properties owned by the Chicago Housing Authority or Qualified Tenants in Foreclosed Rental Properties; by modifying Section 5-12-030 to revise various defined terms and to include definitions for "owner-occupied", "principal residence", and "qualified relative"; by modifying Section 5-12-130 by striking landlord right to remedies for situations including: tenant failure to pay rent, tenant noncompliance with rental agreement, tenant refusal to renew rental agreement and subsequent requirements; by adding new Section 5-12-135 to prohibit any landlord from terminating or failing to renew a rental agreement unless in shown cases of: nonpayment of rent; serious breach of a rental agreement; deliberate or reckless violation of tenant responsibilities established in Section 5-12-040; use of unit or other parts of property for any criminal activity that threatens the health, safety or peaceful enjoyment of other tenants at the property; unreasonable denial of landlord access to unit; or for occupancy by owner or qualified relative, condominium conversion, significant repairs and removal or demolition; by adding new Section 5-12-136 to require landlord to provide notice to recover possession of a dwelling unit, which must be in English and the tenant's primary language or, if the tenant's primary language is not known, then in Arabic, Chinese (simplified), Chinese (traditional), Filipino, Hindi, Korean, Polish, and Spanish and include: (1) statement identifying which subsection of Section 5-12-135 the landlord is invoking in specificity to allow the tenant to prepare a defense; (2) the statement: "You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have"; and (3) a statement providing notice that the tenant may be entitled to a relocation assistance fee if applicable; by adding new Section 5-12-137 to outline tenant relocation assistance pay rate structure and requirements depending on type of rental, type of rental agreement termination, whether a minor, disabled person, or person over 55 years of age resided in the dwelling unit; and establishing grounds for landlord reimbursement of paid relocation assistance by the Department of Housing; by adding new Section 5-12-138 to require written notice from landlord to tenants regarding increased rent: 60 days' notice for an increase less than 10 percent and 120 days' notice for increases over 10 percent and for tenants whose residency exceeds three years; by adding new Section 5-12-138.5 to establish procedure for

courts to determine if a rent increase is unconscionable; by adding new Section 5-12-139 to establish remedies and defenses for tenants in the event landlord violates or fails to comply with their requirements; by modifying Section 5-12-140 to prohibit landlords from demanding any provision which requires tenant to agree to: authorize that any fee, fine, charge or assessment be converted to or be considered rent when unpaid; that landlord may apply rent payments to a charge other than rent; that landlord may impose a fee such as application and move-in fees; a non-disparagement clause that limits any written or oral statements, remarks, or other communications, public or private, directly or indirectly against landlord; by modifying Section 5-12-150 to expand on tenant's rights to organize or union or similar organization without landlord retaliation; by modifying Section 5-12-170 to require summary of the RLTO be translated into Arabic, Chinese (simplified), Chinese (traditional), Filipino, Hindi, Korean, Polish, and Spanish; by modifying Section 5-12-180 to grant court costs and reasonable attorney's fees to a tenant who prevails on any claim arising out of the tenant's application of their rights or remedies; and further, by adding new Section 5-12-195 to establish a residential rental registry for the purpose of: protecting the character and stability of residential areas; augmenting the correction, prevention, and enforcement of housing conditions that adversely affect the health, life, safety, and general welfare of persons occupying dwellings; gathering information to enable the city, renters, and the public to have better transparency concerning Chicago's rental housing stock; educating landlords regarding their obligations; and creating a fund from which these and other residential rental housing-related purposes may be promoted or accomplished. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON HALL (6th Ward):

Referred -- STANDARDIZATION OF PORTION OF E. 75TH ST. AS "LAWRENCE CALVIN D'ANTIGNAC WAY".

[O2025-0017382]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of East 75th Street, between South Dr. Martin Luther King, Jr. Drive and South Vernon Avenue, as "Lawrence Calvin D'Antignac Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON MITCHELL (7th Ward):

Referred -- AMENDMENT OF SECTION 17-10-1002 OF MUNICIPAL CODE REGULATING CONSTRUCTION OF ALL OFF-STREET PARKING AREAS AND DRIVEWAYS.

[O2025-0017545]

A proposed ordinance to amend Title 17, Chapter 10, Section 1002 of the Municipal Code of Chicago to require that all off-street parking areas and driveways be improved with a compacted base, not less than 4 inches thick, surfaced with asphaltic concrete, or a comparable all-weather dustless material, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON MITCHELL (7th Ward) And
ALDERPERSON HARRIS (8th Ward):**

Referred -- AMENDMENT OF SECTIONS 4-4-280 AND 11-4-1600 OF MUNICIPAL CODE ESTABLISHING FINES FOR PUBLIC WAY VEHICLE DUMPING VIOLATIONS.

[O2025-0017568]

A proposed ordinance to amend Title 4, Chapter 4, Section 280 and Title 11, Chapter 4, Section 1600 of the Municipal Code of Chicago to establish fines on the owner of any vehicle in violation of vehicle dumping prohibitions in Sections 7-28-390, 7-28-440, or 11-4-1500, as follows: for vehicles with a curb weight from 4,000 to 10,000 pounds, a fine of not less than \$10,000 and not more than \$20,000; from 10,000 to 15,000 pounds, a fine of not less than \$20,000 and not more than \$30,000; from 15,000 to 25,000 pounds, a fine of not less than \$30,000 and not more than \$40,000; and from 25,000 pounds and up, a fine of not less than \$40,000 and not more than \$150,000, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON HARRIS (8th Ward):

Referred -- AMENDMENT OF RESOLUTION IDENTIFYING SERGEANT-AT-ARMS BY ASSIGNING LINCOLN HAYES AS ASSISTANT SERGEANT-AT-ARMS.

[R2025-0017555]

A proposed resolution amending the resolution identifying the Sergeant-at-Arms and Assistant Sergeant-at-Arms of the City Council of the City of Chicago for the 2023 -- 2027 term by replacing Leevater Purnell with Lincoln Hayes as Assistant Sergeant-at-Arms, which was *Referred to the Committee on Committees and Rules*.

Presented By

**ALDERPERSON HARRIS (8th Ward),
THE HONORABLE ANDREA M. VALENCIA, CITY CLERK And
ALDERPERSON CARDONA (31st Ward):**

Referred -- AMENDMENT OF SECTION 3-56-050 OF MUNICIPAL CODE BY MODIFYING SUBSECTION E REGARDING WAIVER OF FEES IMPOSED BY CHAPTER.

[O2025-0017548]

A proposed ordinance to amend Title 3, Chapter 56, Section 050 of the Municipal Code of Chicago to allow the City Clerk to waive late fees required by Section 3-56-050 twice in 2025 for up to 31 continuous days each, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

ALDERPERSON LEE (11th Ward):

Referred -- APPROVAL OF PLAT OF KASPER SKIBA RESUBDIVISION.

[O2025-0017553]

A proposed ordinance directing the Commissioner of Transportation or her designee to approve the Kasper Skiba Resubdivision in the block bounded by West Root Street, West 42nd Street, South Halsted Street, and South Emerald Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON RAMIREZ (12th Ward):

Referred -- AMENDMENT OF TITLES 2 AND 17 OF MUNICIPAL CODE BY ADDING NEW SECTIONS TO CHAPTER 2-31 ESTABLISHING ENVIRONMENTAL JUSTICE ADVISORY BOARD AND MODIFYING VARIOUS SECTIONS OF TITLE 17 CHANGING REQUIREMENTS FOR INDUSTRIAL USES.

[O2025-0017560]

A proposed ordinance to amend Titles 2 and 7 of the Municipal Code of Chicago by adding new Section 2-31-060 to establish an environmental justice advisory board made up of no more than 21 individuals including the Chief Sustainability Officer; the Commissioner of the Department of Public Health; and the Chair of the Committee on Environmental Protection and Energy as ex officio members, and ten representatives of environmental justice priority areas; one representative of each of three nongovernmental organizations focused on environmental and climate issues throughout the city; one qualified expert in public health; one qualified expert in environment or climate issues; one member of the business community; and up to two additional regular members all appointed by the mayor; the Board shall have the powers and duties to propose revisions to and provide comments on the environmental justice action plan; gather community input on the CIA and environmental justice action plan; review, assess, and advise on established city plans, policies, procedures, guidance documents, and expenditures, recommend to a relevant city department topics or language for city ordinance(s) regarding environmental justice; facilitate public education of environmental justice; propose individuals for the mayor's consideration for board membership; and review cumulative impact studies and provide recommendations to the Chief Sustainability Officer; and by modifying Section 17-3-0200 to require special use approval permits for warehousing in C1, C2 and C3 Zoning Districts; by modifying Section 17-5-0200 to require special use approval permits for intensive manufacturing, class III recycling facilities, and outdoor storage of raw materials in M3 Zoning Districts, for warehousing in M1, M2 and M3 Zoning Districts, and for freight terminals in M2 and M3 Zoning Districts; by modifying Section 17-6-0400 to require special use approval permits for intensive manufacturing in Planned Manufacturing District Numbers 2, 6, 8A, 11A, 12, 13 and 14, and for warehouse and freight movement in Planned Manufacturing District Numbers 2 -- 15; and further, by adding new subsections to Section 17-9-0117 regarding use and purpose of the Cumulative Impact Study. Two committees having been called, the Committee on Zoning, Landmarks, and Building Standards and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON GUTIÉRREZ (14th Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 4444 S. PULASKI RD.

[Or2025-0017541]

A proposed order for the issuance of a permit to install a sign/signboard at 4444 South Pulaski Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON TAYLOR (20th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 20.19 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. 58TH ST.

[O2025-0017404]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 20.19 which restricted the issuance of additional package goods licenses on West 58th Street, from South Indiana Avenue to South Dr. Martin Luther King, Jr. Drive, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON MOSLEY (21st Ward):

Referred -- AMENDMENT OF SECTION 8-4-050 OF MUNICIPAL CODE ESTABLISHING FINES FROM \$250 TO \$1,000 FOR ANY PERSON CONVICTED OF TRESPASSING.

[O2025-0017561]

A proposed ordinance to amend Title 8, Chapter 4, Section 050 of the Municipal Code of Chicago to expand definition of trespassing to include any person who knowingly enters or remains within a residential property, without lawful authority, after receiving notice that entry

is forbidden, notice to depart, or by falsely representing their identity; and to establish fines of not less than \$250.00 nor more than \$1,000.00 for any person convicted of trespassing, which was *Referred to the Committee on Public Safety*.

Presented By

ALDERPERSON TABARES (23rd Ward):

Referred -- EXEMPTION OF LA LOCANDA FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0017428]

A proposed ordinance to exempt La Locanda from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5129 South Archer 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 SCOTT (24th Ward):

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 2869 -- 2881 W. CERMAK RD.

[Or2025-0017350]

A proposed order authorizing the Commissioners of Buildings, Finance, and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, for the replacement and installation of a new main electrical service that requires the removal of live front electrical service; installation of a new main service panel; upgrade of service capacity; and the installation of two new exterior doors for the electrical service room, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON SIGCHO-LOPEZ (25th Ward):

Referred -- AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 4-60-022 (25.203) AND 4-60-023 (25.202) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF S. BLUE ISLAND AVE.

[O2025-0017557]

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by deleting subsections 4-60-022 (25.203) and 4-60-023 (25.202) which restricted the issuance of additional alcoholic liquor and package goods licenses, respectively, on South Blue Island Avenue, from West 14th Street to West 16th Street, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Also, two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public ways specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West 18th Street, from South Loomis Street to South Laflin Street -- to be known as "Honorary Lucia 'Lucy' Way"; and

[O2025-0017565]

South Throop Street, from West 21st Street to West Cermak Road -- to be known as "Honorary Gilberto Villaseñor Sr. and Ignacio Villaseñor St".

[O2025-0017566]

Presented By

**ALDERPERSON SIGCHO-LOPEZ (25th Ward)
And OTHERS:**

Referred -- CONDEMNATION OF GOP PROPOSED ONE, BIG, BEAUTIFUL BILL'S 5 PERCENT EXCISE TAX APPLIED TO MONIES SENT TO FAMILIES IN IMMIGRANT COUNTRIES OF ORIGIN.

[R2025-0017558]

A proposed resolution, presented by Alderpersons Sigcho-Lopez, Ramirez, Gutiérrez, Rodríguez, Fuentes, Cruz, Cardona, Quezada and Vasquez, to condemn the actions of the GOP and the proposed One, Big, Beautiful Bill, specifically the 5 percent excise tax applied to monies that are already taxed and sent to families in immigrant countries of origin. Two committees having been called, the Committee on Immigrant and Refugee Rights and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON FUENTES (26th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

James Lowell Elementary School -- 3320 West Hirsch Street;

[O2025-0017331]

North Star Auto Body -- 3350 West North Avenue; and

[O2025-0017493]

1539 North Pulaski Road HHDC, L.P. -- 1539 North Pulaski Road.

[O2025-0017330]

Presented By

**ALDERPERSON FUENTES (26th Ward)
And OTHERS:**

Referred -- CALL ON U.S. CONGRESS TO ESTABLISH END DATE FOR PUERTO RICO FINANCIAL OVERSIGHT AND MANAGEMENT BOARD AND ENSURE TRANSITION TOWARD PUERTO RICAN FISCAL AUTONOMY.

[R2025-0017499]

A proposed resolution, presented by Alderpersons Fuentes, Ramirez, Gutiérrez, Rodríguez, Sigcho-Lopez, Quezada, and Vasquez, calling on the United States Congress to take immediate action to establish a definitive end date for the Puerto Rico Financial Oversight and Management Board, ensure a transition toward full fiscal autonomy and local democratic governance in Puerto Rico, and promote economic self-actualization and community-driven just recovery efforts that are accountable to Puerto Ricans on the island, which was *Referred to the Committee on Health and Human Relations*.

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- DESIGNATION OF 1333 N. KINGSBURY ST. AS LOW-AFFORDABILITY COMMUNITY.

[O2025-0017439]

A proposed ordinance designating that part of Lots 19 to 30 in John A. Yales Subdivision of Block 72 in Elston's addition to Chicago (commonly known as 1333 North Kingsbury Street) as a Low-Affordability Community, which was *Referred to the Committee on Housing and Real Estate*.

Referred -- EXEMPTION OF CARSTAR INTERNATIONAL AUTO REBUILDERS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0017468]

Also, a proposed ordinance to exempt Carstar International Auto Rebuilders from the physical barrier requirement pertaining to alley accessibility for the parking facilities for

931 North Kedzie 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 PERMIT FOR SIGN/SIGNBOARD AT 1400 N. KINGSBURY ST.

[Or2025-0017467]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1400 North Kingsbury Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*



Presented By

ALDERPERSON WAGUESPACK (32nd Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

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 2801 North Damen Avenue;

[Or2025-0017352]

one sign/signboard at 1801 West Fullerton Avenue; and

[Or2025-0017273]

one sign/signboard at 3215 North Lincoln Avenue.

[Or2025-0017437]

Presented By

ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward):

Referred -- CALL FOR EXAMINATION ON RECENT ALLEGED VIOLATIONS OF FREE SPEECH AND DUE PROCESS RIGHTS.

[R2025-0017563]

A proposed resolution calling on the Committee on Health and Human Relations to examine recent alleged violations of free speech and due process rights against residents of Chicago and discuss ways to safeguard the rights of residents. Two committees having been called, the Committee on Health and Human Relations and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON CONWAY (34th Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 400 S. JEFFERSON ST.

Two proposed orders for the issuance of permits to install signs/signboards at 400 South Jefferson Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard under Permit Number 101068478; and

[Or2025-0017426]

one sign/signboard under Permit Number 101068479.

[Or2025-0017427]

Presented By

ALDERPERSON QUEZADA (35th Ward):

Referred -- CALL FOR HEARING(S) ON CITY'S PLANS FOR PUBLIC HEALTH EDUCATION AND PURSUIT OF FEDERAL PUBLIC HEALTH GRANTS.

[R2025-0017564]

A proposed resolution calling on the Committee on Health and Human Relations to hold a subject matter hearing to discuss the city's public health education plans, pursuing federal and state public health grants, and the Chicago Department of Public Health's relationship with the state and county to improve public health systems, which was *Referred to the Committee on Health and Human Relations*.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

Referred -- AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-92-338 AUTHORIZING CHIEF PROCUREMENT OFFICER TO REQUIRE BEST CUSTOMER PRICING FROM RETAILER OR SELLER SEEKING TO ENTER INTO CONTRACT WITH CITY OF CHICAGO.

[O2025-0017502]

A proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by adding a new Section 2-92-338 authorizing the Chief Procurement Officer to require the best price offered to any customer for the goods the city seeks to buy before entering into any contract for goods, which was *Referred to the Committee on Contracting Oversight and Equity*.

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS at 4014 W. GRAND AVE.

Also, two proposed orders for the issuance of permits to install signs/signboards at 4014 West Grand Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard under Permit Number 101067981; and [Or2025-0017543]

one sign/signboard under Permit Number 101067982. [Or2025-0017544]

Presented By

ALDERPERSON VASQUEZ (40th Ward):

Referred -- TRANSFER OF YEAR 2025 FUNDS FROM 40TH WARD ALDERMANIC EXPENSE TO WAGE ALLOWANCE ACCOUNTS. [O2025-0017203]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds from the 40th Ward 9008 Aldermanic Expense Account to the 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 -- CALL FOR EXAMINATION ON RECENT ALLEGED VIOLATIONS OF FREE SPEECH AND DUE PROCESS RIGHTS. [R2025-0017562]

Also, a proposed resolution calling on Committee on Health and Human Relations to examine recent alleged violations of free speech and due process rights against residents of Chicago and discuss ways to safeguard the rights of residents, which was *Referred to the Committee on Immigrant and Refugee Rights*.

5/21/2025

NEW BUSINESS PRESENTED BY ALDERPERSONS

28993

Presented By

**ALDERPERSON VASQUEZ (40th Ward),
ALDERPERSON MITCHELL (7th Ward) And
ALDERPERSON TALIAFERRO (29th Ward):**

Referred -- AMENDMENT OF SECTION 9-76-160 OF MUNICIPAL CODE REQUIRING CITY DEPARTMENTS TO NOTIFY POLICE WITHIN TWO DAYS BEFORE BEGINNING IMPOUNDMENT PROCESS.

[O2025-0017559]

A proposed ordinance to amend Title 9, Chapter 76, Section 160 of the Municipal Code of Chicago to require that city departments alert the police department within two days of discovering a vehicle subject to seizure and impoundment to begin the impoundment process, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON NAPOLITANO (41st Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 10000 W. O'HARE AIRPORT (836 PATTON DR.)

[Or2025-0017547]

A proposed order for the issuance of a permit to install a sign/signboard at 10000 West O'Hare Airport (836 Patton Drive), which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERPERSON NAPOLITANO (41st Ward) And
ALDERPERSON GARDINER (45th Ward):**

Referred -- AMENDMENT OF SECTION 4-4-331 OF MUNICIPAL CODE PROHIBITING SALE OF CANNABINOID HEMP PRODUCTS WITHIN O'HARE RESIDENTIAL AREA.

[O2025-0017556]

A proposed ordinance to amend Title 4, Chapter 4, Section 331 of the Municipal Code of Chicago to prohibit the possession, sale, giveaway, barter, or exchange of any cannabinoid hemp product within the area defined as the "O'Hare Residential Area", which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 720 North Franklin Street; and

[Or2025-0017365]

one sign/signboard at 54 East Walton Street.

[Or2025-0017367]

Presented By

ALDERPERSON LAWSON (44th Ward):

Referred -- AGREEMENT TO ENTER INTO SECURITY ENHANCEMENT PROJECT FOR ALL EVENTS AT WRIGLEY FIELD AND GALLAGHER WAY.

[O2025-0017546]

A proposed ordinance authorizing the Commissioner of the Department of Transportation to negotiate and execute the Safety Improvements Agreement, the Escrow Agreement, the Public Way Use and Maintenance Agreement, and other supporting documents to carry out the public safety improvements for all events at Wrigley Field and Gallagher Way; such improvements include demolition, earthwork, bollard installation, sidewalk widening on West Addison Street, light pole relocation, and associated utility work and are expected to cost \$32.1 Million to be funded with \$12 Million from the State of Illinois, \$10 Million, or one-third of the guaranteed maximum price, from the City of Chicago, and the remaining balance (estimated to be \$8 Million) from the Chicago Cubs Baseball Club LLC, which was *Referred to the Committee on Finance*.

Presented By

**ALDERPERSON LAWSON (44th Ward) And
ALDERPERSON VILLEGAS (36th Ward):**

Referred -- AMENDMENT OF SECTION 6-105-030 OF MUNICIPAL CODE STANDARDIZING EMPLOYER ALLOWANCE FOR GRATUITIES NOT TO EXCEED 32 PERCENT OF MINIMUM WAGE RATE.

[O2025-0017549]

A proposed ordinance to amend Title 6, Chapter 105, Section 030 of the Municipal Code of Chicago to standardize the allowance for gratuities granted to employers of covered employees in positions where gratuities customarily constitute part of the wage to an amount not to exceed 32 percent of the applicable minimum wage rate. Two committees having been called, the Committee on Workforce Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON GARDINER (45th Ward):

Referred -- EXEMPTION OF NINIB K. KHANONO, DBA BROTHERS UPHOLSTERY, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0017349]

A proposed ordinance to exempt Ninib K. Khanono, doing business as Brothers Upholstery, Inc., from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 3716 West Irving Park 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 MARTIN (47th Ward):

Referred -- AMENDMENT OF CHAPTER 2-44 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-44-170 REGARDING REQUIREMENTS FOR LOW INCOME HOUSING TAX CREDIT QUALIFIED ALLOCATION PLANS.

[O2025-0017573]

A proposed ordinance to amend Title 2, Chapter 44 of the Municipal Code of Chicago by adding new Section 2-44-170 to require that each qualified allocation plan conform to the minimum standards required and only need to comply with architectural or design standards required under the Municipal Code of Chicago, State of Illinois, or federal law; to establish rules and procedures for contingencies and change orders that any change order for unforeseen conditions or construction costs increases approved by the Department of Housing within 10 days of receiving a completed change order request, excepting those for upgrades or betterments; that change orders for errors and omissions be capped at 20 percent the applicable contingency amount; and that cost savings be applied to any change order before applying any applicable contingency; and to require the Commissioner of Housing to amend, revise, modify, or repeal any portion of the city's current qualified allocation plan and deliver any amendments, revisions, modifications, or repeals to the Committee on Housing and Real Estate within 90 days of the effective date of this proposed ordinance. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules*.

Referred -- AMENDMENT OF CHAPTER 5-12 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS REGARDING RENTAL SECURITY DEPOSITS AND BY INSERTING NEW SECTION 5-12-085 REQUIRING ITEMIZED LIST OF COST ESTIMATES THAT COMPRISE MOVE-IN FEES.

[O2025-0017572]

Also, a proposed ordinance to amend Title 5, Chapter 12 of the Municipal Code of Chicago by modifying Section 5-12-030 to define "move-in fee" and "security deposit"; by modifying Section 5-12-080 to remove the requirement that landlords hold security deposits in interest-bearing accounts, to require that a security deposit not exceed the amount of one and one-half months' rent, and to require landlords to remedy failure to comply within two days of being notified, in writing, by tenant and granting tenant awarded damages equal to two times the security deposit plus reasonable attorney's fees if landlord does not remedy; by modifying Sections 5-12-081 and 5-12-082 by deleting them in their entirety; by adding new Section 5-12-085 to require that landlords provide tenants itemized cost breakdown estimates when charging a move-in fee; and further, by modifying Section 5-2-140 to increase cap on late fees for rent to \$10 per month for the first \$1,000 in monthly rent plus five percent for any amount in excess of \$1,000. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules*.

Referred -- AMENDMENT OF CHAPTER 4-156 OF MUNICIPAL CODE BY ADDING NEW ARTICLE VIII ESTABLISHING REGULATIONS FOR ALCOHOL MANUFACTURING ACCESSORY EVENT LICENSES.

[O2025-0017570]

Also, a proposed ordinance to amend Title 4, Chapter 56 of the Municipal Code of Chicago by adding new Article VIII entitled "Alcohol Manufacturer Accessory Event License" to require accessory event licenses for alcohol manufacturers to host an accessory event at the establishment; to prohibit issuance of accessory event licenses to alcohol manufacturers if any public place of amusement, indoor special event, liquor, outdoor special event, industrial private event venue, or accessory event licenses have been revoked for cause at any time during the last four years; to establish accessory event license application policies and procedures; to require that all applicants for accessory event licenses have commercial general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage arising in any way from the issuance of the license; to outline the legal duties and unlawful acts of accessory event license holders; to allow the Commissioner of Business Affairs and Consumer Protections to suspend or revoke any accessory event license if licensee violates the Municipal Code of Chicago or any requirements of the article; and further, establishing fines of not more than \$5,000 for each offense, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF SECTION 14B-10-1006 OF MUNICIPAL CODE BY MODIFYING SUBSECTION 1006.3.3 ALLOWING SINGLE EXITS IN BUILDINGS CONTAINING R-2 OCCUPANCY AND MEETING SPECIFIC CRITERIA.

[O2025-0017571]

Also, a proposed ordinance to amend Title 14B, Chapter 10, Section 1006 of the Municipal Code of Chicago by modifying subsection 1006.3.3 to allow single exit or access to single exits from any story or occupiable rooftop when in a building containing an R-2 occupancy and meeting all the following criteria: that the building does not contain more than six stories above grade; that no story contains more than eight dwelling units; that the building is equipped throughout with an automatic sprinkler system; that each story above grade have access to an exterior means of exit leading directly to grade, in addition to an interior exit access stairway; that the exit access stairway is enclosed with a fire-resistance rating of at least two hours and a door with a fire protection rating of at least 1.5 hours; that no dwelling unit opens directly into the interior exit stairway; and that no court, other than an egress court, serves as an exit unless the court opens to a public way, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON SILVERSTEIN (50th Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2658 W. DEVON AVE.

[Or2025-0017308]

A proposed order for the issuance of a permit to install a sign/signboard at 2658 West Devon Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (May 7, 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, May 7, 2025 at 12:00 P.M., signed by her as such City Clerk.

Aldersperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

UNFINISHED BUSINESS.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

Michael J. McMurray, newly appointed Commissioner of the Department of Aviation, accompanied by Tracey Payne, Acting Commissioner; Bernie Williams, Assistant Commissioner, Chicago Department of Aviation; Kevin Bargnes; McKenna McMurray, daughter; Pat Cermak, family friend; and family members: Sonia Waiters, Beverly Johnson, Joyce McMurray, Vincent McMurray, April McMurray White;

Francisco Velez, newly appointed Director of the Office of Emergency Management and Communications, accompanied by Amaris Aispuro, daughter; Wally Schroeder, colleague, McCormick Place; Jose Tirado, colleague, Cook County State's Attorney's office; colleagues from the Chicago Fire Department: Jamar Sullivan, Juan Hernandez, Don Walker; from the Office of Emergency Management and Communications: Anna Statham, Chief of Staff; Ryan Nelligan, General Counsel; Mary May, Director of News Affairs; Dionne Tate, Director of 3-1-1 Operations; Chenetra Washington, Deputy Director of 9-1-1 Operations; Mariann McKeever, Assistant Director of 9-1-1 Operations; Glen Lyman, Deputy Director of Emergency Management; Chris Pettineo, Deputy Director of Citywide Operations; Bob Lajewski, Deputy Director of Traffic Management Authority;

Mayor Johnson further acknowledged Ariel Reboyras, former 30th Ward Alderperson;

Mayor Johnson acknowledged guests attending in support of a resolution honoring Jewish American Heritage Month: Alison Pure-Slovin, Director of Simon Wiesenthal Center Midwest Region; Yossi Held, Executive Director, StandWithUs Midwest Region; from the Jewish United Fund: Dan Goldwin, Chief Public Affairs Officer; Jane Charney, Associate Vice President of Local Government Affairs; Steve Greenbaum, Chair of Government Affairs; from the American Jewish Committee: Anne Oppenheimer, board member, Marc Bassewitz; incoming Board President, Susie Evans; Ilene Adler; Alan Reich;

Mayor Johnson acknowledged guests attending in support of a resolution honoring Asian American Heritage Month: Chris Brown, Chicago Public Library; Jung Yoon, Chief of Policy, Mayor's Office; Steve Chung, Chicago Police Department; from the Department of Planning and Development: Christopher Jang, Assistant Commissioner;

Cindy Chan Roubik, Deputy Commissioner; Mayur Bawa, Director of Finance; from Department of Transportation: Jai Kalayil, Anne Zhang, Vig Krishnamurthy, Malihe Samadi;

Mayor Johnson acknowledged guests attending in support of a resolution honoring James D. Montgomery, Sr. for civic service and contributions as first African American Corporation Counsel: James D. Montgomery, Sr.; James D. Montgomery, Jr., son; family members: Pauline Montgomery, Michelle Montgomery, Jilian Montgomery, Kyle Coward, Helen Loretto Montgomery, Lauline Gough;

Aldersperson Dowell acknowledged guests from the C.I.T.Y. Girls Gymnastic Academy: Natalia Sklyarova, Head Coach and owner; Carol Manner, co-owner; Igor Sklyarov, co-owner; gymnasts: Camille Thompson, Keira Javier, Kamryn Javier, Rebeca Cogolludo, Isla Lazzari, Phoenix Rogers;

Aldersperson Yancy acknowledged guests celebrating Haitian Heritage Month: Patrick Brutus; Cyndee Newman; Farah Chery; Sagine Lazarre; Michael Poma; Stephanie Chery; Nicholas Paul; Jacques Philoctet; Ameera Lys; Joel Degand;

Aldersperson Rodríguez acknowledged guests celebrating Whitney M. Young Magnet High School's 50th anniversary: Rickey Harris, Principal; Destiny Jackson, girls' basketball player;

Aldersperson Moore acknowledged Raven Smith, founder of "Straight from the Go", accompanied by: Eraina Nicholson, mother; Samuel Nicholson, stepfather; Joshua Smith, father; Taylah Taylor, friend;

Aldersperson Villegas acknowledged honorees attending in support of the Purple Heart street sign dedication and 50th anniversary of the Vietnam Veteran Commemoration;

Aldersperson Napolitano acknowledged guests attending in support of a resolution honoring the late Joe Ruiz: Nilda Ruiz; Ron Pauley Richard; Judith Ruiz; Gladys Ruiz; Michelle Harris; Joseph Ruiz; Tiffany Urbanski;

Aldersperson Clay acknowledged guests celebrating Africa Day in City of Chicago: Dr. Olivier Kamanzi; Dr. Ana Vicy Castillo; Eunice M. Escobar; Kenny Kenness; Andriana Acosta; Pastor Joh Roni;

Aldersperson Gutiérrez acknowledged guests from Marie Sklodowska Curie Metropolitan High School: Daniel Jimenez; Veronica Schwenn; Diane Ruiz; students: Angel Alcantar, Enrique Perez, Ricardo Jaramillo, Ariana Reynaga, Antonio Manzana-Zapata, Jaliyah Triplett, Giselle Arambula, Ethan Sanchez, Jorge Botello, Bladimir Camacho, Valeria de la Rosa, Flor Ortiz Carrasco, Christopher Elvira, Ava Gomez, Francisco Nunez, Aiden Sotelo, Jayden Sidney, Dulce Sotomayor, Omar Chaga, Melanie Rosales, Jessica Leon, Karina Mariscal, Gina, Adrina Frausto, Bella Reyes, Brian Gonzalez, Ariana Garcia;

Aldersperson Taylor acknowledged guests from the Walter H. Dyett High School for the Arts' state champion boys' basketball team: Dori Butler, Principal; Myron Hester, Chicago Public Schools; coaches: Jamaal Gill, Christopher Williams, Darrell Bullock, Ronald Thomas, Nathan Townsend, Jr., Kimani Harris, DiVonte Lumpkin, Jamaal Gill II; players: Amari Brown, Matthew Wilson, Christian Lowe, Ahmari Taylor, Ricky Coleman, Jah'Mir Brown, Aramis Brown, Jr., Cornell Dunbar, Jayden McKinnon, Mikai Harris, Devon Shelton, Johntae Duncan, Jacob Johnson, Zaire Tobar, Dillion Fountain; managers: Jesus Mitchell-Hightower, Kayla Barton, Raelynn Bosley, Navaeh Gilbert, Shariyah Nicholes.

Time Fixed For Next Succeeding Regular Meeting.

[O2025-0017575]

By unanimous consent, Aldersperson 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, June 18, 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 Aldersperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:


Yeas -- Alderspersons 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, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Silverstein -- 49.

Nays -- None.

Aldersperson 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, June 18, 2025, at 10:00 A.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,
City Clerk.