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

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Regular Meeting -- Wednesday, June 18, 2025

at 10:00 A.M.

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

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**OFFICIAL RECORD.**

**BRANDON JOHNSON**
**Mayor**

**ANDREA M. VALENCIA**
**City Clerk**

*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*
Regular Meeting -- Wednesday, June 18, 2025

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## Attendance At Meeting.

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

*Absent* -- None.

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## Call To Order.

On Wednesday, June 18, 2025 at 10:25 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Chico, Lee, Ramirez, Quinn, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Quezada, Villegas, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Martin, Manaa-Hoppenworth, Hadden -- 42.

Quorum present.

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

Thereupon, the members physically present in the Chamber accepted by unanimous viva voce vote, the requests by Alderpersons Burnett, Rodríguez-Sánchez and Silverstein to attend the meeting remotely, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 45 persons.

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## Pledge Of Allegiance.

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

**Invocation.**

Reverend Jamie Frazier, founder of the Lighthouse Church of Chicago, opened the meeting with prayer.

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PUBLIC COMMENT.

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

Slf Fred

Rachel Gross

Iyana Simba

David Barbuza

Talia Yaari

Jamie Valro-Torres

Chloe Butler-Jones

Etoma Osalgboro

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

Lee Barrie

Rita Pritchett

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

Ana Solano

Brenda Elizabeth Becerra

Mia Berrios

Caroline Wooten

Maggie Bowman

Jacqueline Vazquez-Gomez

Dan DiMeo

Brian Bergen

Megan Bergen

Carolina Macias

Tiffany Meier

Lucy Contreras

Brian Urbaszewski

Myrna Romo

Kendrick Hall

Kendra Parzen

Apriori Diaz

Tessine Murji

Pauline Vaca

Katia Balba

Ashley Ver Beek

Mariah Mata

Jaimé B. Valero-Torres

Margaret Poe

Mickie Gordon

Tessa Murray

Sheffield Neighborhood Association

John Paul Jones

Rachel Gross

Sunshine Soledá de Vries

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## *REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.*

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*Rules Suspended* -- DESIGNATION OF JUNE 2025 AS PRIDE MONTH IN CHICAGO.
[R2025-0018113]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Robinson, Conway, Rodríguez, Gardiner, Gutiérrez, Vasquez, Dowell, Lopez, Chico, Martin, Lawson, Cruz, Hadden, Quezada, Taliaferro, Nugent, O'Shea, Silverstein, Knudsen, Rodríguez-Sánchez, Ramirez, Mitts, Yancy, Mosley, Villegas, Reilly, Sigcho-Lopez, Hopkins, Hall, Manaa-Hoppenworth and City Clerk Valencia, a resolution commemorating Pride Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, June has been nationally recognized as LGBTQ+ Pride Month, celebrating the roots of the gay rights movement forward to today's celebration of the LGBTQ+ community's contributions to society, history, and culture; and

WHEREAS, The first Pride Parade in Chicago took place in 1970, coinciding with gay pride marches and parades in New York City, Los Angeles and San Francisco, commemorating the first anniversary of the Stonewall Riots in New York City, which had propelled the movement into mainstream national awareness; and

WHEREAS, In its 1970 commemoration, activists in Chicago marked the anniversary of the Stonewall Riots by holding a week-long celebration which culminated in a march from Washington Square Park to the Water Tower on Michigan Avenue; and

WHEREAS, Since then, Pride Month and the Chicago Pride Parade have become an annual tradition, typically held in June to coincide with similar celebrations worldwide; and

WHEREAS, This year the Parade will be led by Taskforce Prevention and Community Services, a Westside-based LGBTQ+ youth health and wellness organization, having been named the inaugural "Out Front" Leader for 2025, as recognition of decades of work -- especially serving youth in underserved communities -- with unwavering commitment and care; and

WHEREAS, The City of Chicago wishes to recognize the many contributions of Chicago's own Tim Frye, longtime coordinator of PRIDEChicago, 5-decade producer of the Chicago Pride Parade, and recent 2025 inductee to the U.S. Association of Prides Hall of Fame; and

WHEREAS, The City of Chicago congratulates the Parade's 2025 Community Grand Marshals, Dr. Maya Green and Dr. Catherine Creticos, who were selected through a public nomination process reflecting their tremendous impact on healthcare and LGBTQ+ advocacy; and

WHEREAS, The City of Chicago recognizes the invaluable contributions of LGBTQ+ individuals to the culture, economic, and social fabric of our city and worldwide, including by hosting this year for the first time the Legacy Wall in City Hall, a digitally interactive, inspiring exhibit demonstrating the roles LGBTQ+ people have played through shared human history; and

WHEREAS, The City of Chicago wishes to affirm our commitment to fostering an inclusive and equitable environment where all residents can live authentically and without fear of discrimination; and

WHEREAS, Pride Month provides an opportunity to celebrate the progress made towards LGBTQ+ equality and reaffirm our dedication to continuing the fight for justice and acceptance for all; and

WHEREAS, The City of Chicago proudly stands with the LGBTQ+ community in advocating for the rights and dignity of all individuals, regardless of sexual orientation or gender identity; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of June 2025, do hereby designate June 2025 as Pride Month, commit to supporting and participating in events and initiatives that promote LGBTQ+ rights, awareness and visibility, and express our appreciation and support for the vital contributions made by members of the LGBTQ+ community to the lifeblood of the City of Chicago and communities worldwide.

On motion of Alderperson Mitchell, seconded by Alderpersons Lawson, Taylor, Manaa-Hoppenworth, Hadden, Fuentes, Knudsen, Dowell, La Spata, Quezada, Vasquez, Coleman and Robinson, with closing remarks by the Honorable Brandon Johnson, Mayor, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

*Nays* -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in commemorating Pride Month. Mayor Johnson then recognized and thanked the members of the City Council LGBTQ Caucus, along with Victor Salvo, founder of Legacy Wall, Robert Castillo, longtime LGBTQIA+ community activist from Logan Square, Joshua Marberger, Principal at Nettelhorst School, Laura Austin, Executive Director of Andersonville Chamber of Commerce, Devin Hanley, Steve Long and Ron Thomas for their ongoing support and leadership. Lauding Chicago's proud and vibrant LGBTQ+ community and their many indelible contributions to and influences on every corner of our city and which, Mayor Johnson observed, are manifest through the North Halsted Legacy Walk, AIDS Garden Chicago, the Progress Flag in Daley Plaza, and the Belmont and Andersonville communities. As we join together every June to celebrate Pride Month we are reminded of the storied history of resilience, Mayor Johnson stated, born out of resistance tracing back to the Stonewall Riots of 1969 where the LGBTQ+ community fought back during a late-night raid at the now historic Stonewall Inn. A year later, hundreds of LGBTQ+ people and allies gathered to march in New York, Los Angeles, and Chicago in support of the LGBTQ+ community, the Mayor noted, and today Pride welcomes thousands of residents and visitors who join in solidarity for community, advocacy, support and the freedom to celebrate their "most authentic self". Acknowledging the many great struggles, strides and achievements by the LGBTQ+ community, Mayor Johnson asserted that there is still much more to be done as LGBTQ+ people continue to fight for equal rights, acceptance, safety, marriage rights, and safe and accessible gender affirming healthcare. Declaring his support and the support of his administration as proud and strong allies with the LGBTQ+ community, Mayor Johnson called upon all Chicagoans to stand together for the rights and protections of the LGBTQ+ community and never stop working to ensure that everyone can feel safe, secure, and welcome in Chicago.

*Rules Suspended* -- RECOGNITION OF JUNE 19TH AS JUNETEENTH IN CHICAGO.
[R2025-0018114]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Cardona, Moore, Conway, Rodríguez, Gardiner, Robinson, Gutiérrez, Vasquez, Dowell, Lopez, Chico, Harris, Martin, Lawson, Cruz, Hadden, Quezada, Taliaferro, Nugent, O'Shea, Silverstein, Knudsen, Rodríguez-Sánchez, Ramirez, Mitts, Yancy, Mosley, Villegas, Reilly, Sigcho-Lopez, Hopkins, Hall, Manaa-Hoppenworth and City Clerk Valencia, a resolution commemorating Juneteenth.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

The following is said proposed resolution:

WHEREAS, Juneteenth, also known as Emancipation Day, is a day that holds great historical significance across the nation; and

WHEREAS, On June 19, 1865, a declaration of freedom was issued in Galveston, Texas -- freeing the Black people who were still enslaved after the Emancipation Proclamation of 1862; and

WHEREAS, Celebrations of Juneteenth date back to 1866, spreading first across the American South among newly freed African-American slaves and their descendants over the following century, then across the country; and

WHEREAS, In 2021, both the federal government and the State of Illinois officially established June 19th of each year as the Juneteenth holiday; and

WHEREAS, On Juneteenth, the United States commemorates that day, honors the millions of victims of slavery and the transatlantic slave trade, and celebrates abolitionists who worked toward the emancipation of all Black Americans; and

WHEREAS, The City of Chicago recognizes that the observation of Juneteenth is only part of an ongoing commitment to eradicating systemic racism and inequity, and to ensuring racial justice, equity, and equality in our great City; and

WHEREAS, The Chicago Reparations Task Force, established by executive order on June 17, 2024, has been working to support the strategy, implementation, and engagement of a Chicago Black Reparations Agenda; and

WHEREAS, The City has a responsibility to address the historic and present-day racial inequities by reflecting on laws, policies, and procedures that have systematically contributed to and exacerbated racial inequalities and by identifying the appropriate remedies; and

WHEREAS, Chicago has made attempts to begin redressing the legacy of slavery and pervasiveness of systemic racism, which includes a $500,000 investment towards studying Reparations and Restoration from Mayor Brandon Johnson's 2024 fiscal year budget; and

WHEREAS, We recognize that we must continually recommit ourselves to the task of educating and engaging each other around past and present racial injustices and structures of racial inequality and embrace accountability by envisioning a more inclusive future state and designing policies to produce and sustain more equitable outcomes; now, therefore,

*Be It Resolved,* That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of June 2025, do hereby recognize June 19th as Juneteenth in Chicago, and encourage all Chicagoans to acknowledge and condemn the history of slavery in the United States, to recognize and reflect on its grievous and ongoing legacy and raise awareness of the value of reparations for descendants of slaves.

On motion of Alderperson Mitchell, seconded by Alderpersons Coleman, Harris, Dowell, Taylor, Moore, Hall, Yancy, Ervin, Hadden, Taliaferro, Vasquez, Curtis and Robinson, with closing remarks by the Honorable Brandon Johnson, Mayor, the foregoing resolution was *Adopted* by yeas and nays as follows:

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

*Nays* -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, expressed his pride in joining the members of the City Council to commemorate June 19 as Juneteenth. Mayor Johnson then recognized and thanked the members of the City Council Black Caucus along with Jackie Taylor, Executive Director and founder of Black Ensemble Theatre, Pastor Maurice Dishmon, Jr., Sion Temple Church of God in Christ, Pastor Marvin Hunter, Grace Memorial Church, Reverend Walter A. Jones, Executive Director of Fathers Who Care, Vershawn Ward, founding Artistic Director and Chief Executive Officer of Red Clay Dance Company, James Compton, former President and Chief Executive Officer of Chicago Urban League, Russell Pike, officer with Jackson Park Advisory Council, Pastor Earl Grandberry, True Rock Ministries, Barbara Jean McGowan, former Commissioner of the Metropolitan Water Reclamation District of Greater Chicago, former Illinois Congressman Bobby Rush, Gwen Jones, Alicia, Pemon Rami, Masequa Myers, wife of Pemon Rami, Brenda Housley, Cassiopea Meekins and Carol Johnson for their ongoing support and leadership. "Over the years as we have celebrated this holiday, it is important to note that we were a free people that were enslaved and not just the descendants of slaves", Mayor Johnson stated and asserted that "As we celebrate this holiday and commemorate the era of independence in the United States, it is important that we are constantly reminding ourselves of the greatness from whence we come as well as the evolution of this democracy does not take place without the liberation of Black people". Reflecting on the Great Migration of African Americans relocating from the rural South, Mayor Johnson spoke of how Black southerners came north to Chicago in search of a better life, becoming scientists, artists, innovators, leaders, and organizers and creating prominent Black neighborhoods like Hyde Park, Bronzeville, and Austin. "While Black people were freed from the constraints of slavery all those years ago...they were not freed from the systemic racism and inequalities that we unfortunately still see today", Mayor Johnson stated and asserted that "reparations are how we confront the legacy of slavery and respond to the historic harm that has been repeated against Black America". Affirming his commitment to addressing these injustices, Mayor Johnson spoke of how during the first year of his administration he helped fulfil his promise to champion the fight for reparations by becoming the first mayor to dedicate funding towards this issue with the creation of the Chicago Reparations Task Force responsible for producing a reparations study that will outline remedies to repair injustices, focused on wealth building, housing, education, health equity, and more. "As we celebrate Juneteenth we must always remember the spirit of why we do it", the Mayor stated and maintained that "it is about reflecting on our past and the harms of systemic disinvestment, reclaiming the present through investment, and reimagining the future by planting roots that will grow and thrive for generations to come".

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REGULAR ORDER OF BUSINESS RESUMED.

*Referred* -- APPOINTMENT OF MICHAEL BELSKY AS COMPTROLLER.
[A2025-0018118]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Michael Belsky as Comptroller.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF LUIS BERMUDEZ AS MEMBER OF DISTRICT COUNCIL 017.
[A2025-0018125]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- Pursuant to Section 2-80-070(c) of the Municipal Code of Chicago, I have appointed Luis Bermudez as a member of District Council 017, to succeed Steve Spagnol, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REAPPOINTMENT OF OMOTOLA F. AKINBIYI AS MEMBER OF GREATER RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).
[A2025-0018121]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Omotola F. Akinbiyi as a member of Special Service Area Number 31, the Greater Ravenswood Commission, for a term effective immediately and expiring June 3, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REAPPOINTMENT OF ANDREA MINTS GILREATH AS MEMBER OF GREATER RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).
[A2025-0018119]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Andrea Mints Gilreath as a member of Special Service Area Number 31, the Greater Ravenswood Commission, for a term effective immediately and expiring June 3, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REAPPOINTMENT OF MICHAEL J. PARKER AS MEMBER OF GREATER RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).
[A2025-0018122]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Michael J. Parker as a member of Special Service Area Number 31, the Greater Ravenswood Commission, for a term effective immediately and expiring June 3, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF CONEI COLEMAN AS MEMBER OF 47TH STREET AND COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 47).

[A2025-0018123]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Conei Coleman as a member of Special Service Area Number 47, the 47th Street and Cottage Grove Commission, for a term effective immediately and expiring September 9, 2027, to succeed Frank G. Cooper, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF CHRISTY CASEY AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61).

[A2025-0018124]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Christy Casey as a member of Special Service Area Number 61, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF GWENDOLYN HATTEN BUTLER AS MEMBER OF BOARD OF DIRECTORS OF RESIDENTIAL INVESTMENT CORPORATION.
[A2025-0018135]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Gwendolyn Hatten Butler as a member of the Board of Directors of the Residential Investment Corporation for a four-year term effective immediately.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF JUANITA GARCIA AS MEMBER OF BOARD OF DIRECTORS OF RESIDENTIAL INVESTMENT CORPORATION.

[A2025-0018137]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Juanita Garcia as a member of the Board of Directors of the Residential Investment Corporation for a four-year term effective immediately.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF DANIEL HERTZ AS MEMBER OF BOARD OF DIRECTORS OF RESIDENTIAL INVESTMENT CORPORATION.

[A2025-0018136]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Daniel Hertz as a member of the Board of Directors of the Residential Investment Corporation for a four-year term effective immediately.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF KRISTIN HORNE AS MEMBER OF BOARD OF DIRECTORS OF RESIDENTIAL INVESTMENT CORPORATION.

[A2025-0018131]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Kristin Horne as a member of the Board of Directors of the Residential Investment Corporation for a two-year term effective immediately.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF EDITH TOVAR AS MEMBER OF BOARD OF DIRECTORS OF RESIDENTIAL INVESTMENT CORPORATION.

[A2025-0018134]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Edith Tovar as a member of the Board of Directors of the Residential Investment Corporation for a three-year term effective immediately.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- APPOINTMENT OF WILLIAM W. TOWNS AS MEMBER OF BOARD OF DIRECTORS OF RESIDENTIAL INVESTMENT CORPORATION.

[A2025-0018133]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed William W. Towns as a member of the Board of Directors of the Residential Investment Corporation for a three-year term effective immediately.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF DON VILLAR AS MEMBER OF BOARD OF DIRECTORS OF RESIDENTIAL INVESTMENT CORPORATION.

[A2025-0018132]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Don Villar as a member of the Board of Directors of the Residential Investment Corporation for a two-year term effective immediately.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- APPOINTMENT OF MICHAEL DAVITA AS MEMBER OF CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

[A2025-0018129]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Michael Davita as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2028, to complete the unexpired term of Mary Sheridan, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- REAPPOINTMENT OF ANNETTE GUZMAN AS MEMBER AND CHAIR OF CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

[A2025-0018126]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Annette Guzman as a member and chair of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2030.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF WALTER SCHROEDER AS MEMBER OF CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

[A2025-0018130]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Walter Schroeder as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2026, to complete the unexpired term of Daniel Casey, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- APPOINTMENT OF CHENETRA WASHINGTON AS MEMBER OF CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

[A2025-0018128]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Police and Fire:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Chenetra Washington as a member of the Chicago Emergency Telephone System Board for a term effective immediately and expiring July 1, 2029, to succeed Carla Orlandini, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- AMENDMENT OF SECTIONS 2-44-140, 2-45-110 AND 14A-3-313.6 OF MUNICIPAL CODE REGARDING LIEN ASSIGNMENTS.

[O2025-0018149]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance amending the Municipal Code of Chicago regarding lien assignments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- AMENDMENT OF TITLE 3 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 3-36 REGARDING GROCERY TAX.

[O2025-0018151]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending revenue-related provisions of Title 3 of the Municipal Code.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- AMENDMENT OF SECTION 3-64-100 OF MUNICIPAL CODE REGARDING COMPOSITION OF CITY'S EMERGENCY TELEPHONE SYSTEM BOARD.

[O2025-0018144]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending the Municipal Code regarding the composition of the City's Emergency Telephone System Board.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- AMENDMENT OF CHAPTER 4-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 4-4-315 REGARDING LICENSE PROVISIONS FOR WINDOW OBSTRUCTIONS.

[O2025-0018146]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith an ordinance amending the Municipal Code to add license provisions regarding window obstructions.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- AMENDMENT OF SECTION 7-28-235 OF MUNICIPAL CODE TO ALIGN SENIOR SEWER EXEMPTION AND SENIOR REFUSE DISCOUNT PROGRAMS.
[O2025-0018148]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Comptroller, I transmit herewith an ordinance amending the Municipal Code to align the senior sewer exemption and the senior refuse discount programs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- AMENDMENT OF MUNICIPAL CODE TO CREATE NEW SECTION 8-4-078 REGARDING ASSAULT AGAINST PUBLIC OFFICIALS.
[O2025-0018154]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel, I transmit herewith an ordinance amending the Municipal Code regarding assault against public officials.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- AMENDMENT OF SECTIONS 10-32-220 AND 17-11-0103 OF MUNICIPAL CODE TO MODIFY STANDARDS FOR PARKWAY TREES.
[O2025-0018209]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Streets and Sanitation, I transmit herewith an ordinance amending the Municipal Code regarding parkway trees.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- BOND INDUCEMENT FOR HOMAN SQUARE APARTMENTS PHASE IV PROJECT.

[O2025-0018177]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing bond inducement for the Homan Square Apartments Phase IV project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- REDEVELOPMENT AGREEMENT WITH AND SALE OF CITY-OWNED PROPERTY AT 2311 -- 2315 S. STATE ST. TO SOUTHBRIDGE IC HOUSING LLC FOR SOUTHBRIDGE PHASE IC PROJECT.

[O2025-0018188]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a City-owned land sale and the provision of TIF assistance for the development of the Southbridge Phase IC project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REDEVELOPMENT AGREEMENT WITH BLACK ENSEMBLE THEATER CORPORATION TO PROVIDE FUNDING FOR IMPROVEMENTS AT BLACK ENSEMBLE STUDIO THEATER.

[O2025-0018180]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a TIF redevelopment agreement with Black Ensemble Theater Corporation to provide funding for improvements at the Black Ensemble Studio Theater.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

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

[O2025-0018150]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- SUPPORT OF COOK COUNTY CLASS L TAX INCENTIVE FOR PROPERTIES AT 900 W. LAKE ST. AND 200 N. PEORIA ST.

[O2025-0018193]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class L property tax incentive for properties located at 900 West Lake Street and 200 North Peoria Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- SUPPORT OF COOK COUNTY CLASS 8 TAX INCENTIVE FOR PROPERTY AT 4000 W. DIVERSEY AVE.

[O2025-0018191]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a Class 8 property tax incentive for a property located at 4000 West Diversey Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

[O2025-0018227, O2025-0018235, O2025-0018245, O2025-0018247, O2025-0018248, O2025-0018249, O2025-0018250, O2025-0018251, O2025-0018254]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- FIRST AMENDMENT TO CITY LOTS FOR WORKING FAMILIES PROGRAM FOR SALE OF CITY-OWNED VACANT LAND TO DEVELOPERS FOR CONSTRUCTION OF AFFORDABLE SINGLE-FAMILY HOMES OR TWO-FLAT BUILDINGS INCLUDING CHANGES TO LOT SIZE, LOT VALUE THRESHOLDS, CITY HIRING REQUIREMENTS, AND OTHER PARTICIPATORY OR QUALIFYING AMENDMENTS.

[O2025-0018222]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance amending the City Lots for Working Families program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- REDEVELOPMENT AGREEMENT FOR SALE OF PROPERTIES UNDER CITY LOTS FOR WORKING FAMILIES PROGRAM TO CITIZENS BUILDING A BETTER COMMUNITY LLC TO CONSTRUCT SINGLE FAMILY HOMES AT 601, 629, 631, 633, 635, 620, 622, 624 AND 626 E. 46TH ST. AND 4531, 4553 AND 4833 S. EVANS AVE., INCLUDING MODIFICATION OF PROGRAM REQUIREMENTS AND REDUCTION OR WAIVER OF CERTAIN FEES.

[O2025-0018223]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the sale of City-owned lands and permit fee waivers under the City Lots for Working Families program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- SECOND AMENDMENT TO RIGHT-OF-ENTRY USE AGREEMENT WITH LINCOLN PARK ZOOLOGICAL SOCIETY TO CONTINUE RESEARCH OPPORTUNITIES AT LURIE GARDEN, 220 E. MONROE ST. WITH RENEWED ACCESS TO PROPERTY.

[O2025-0018171]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of an extended right-of-entry agreement with Lincoln Park Zoo's Urban Wildlife Institute for research at Lurie Garden within Millennium Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- TRANSFER OF CERTAIN REMNANT PROPERTIES TO BE WITHIN PURVIEW OF COMMISSIONER OF TRANSPORTATION TO NEGOTIATE, TRANSFER AND INCLUDE BY ECONOMIC SETTLEMENT, THOSE REMNANTS OF ORIGINAL ACQUISITION PARCELS DETERMINED TO BE UNECONOMICAL AND NOT NEEDED FOR BURLEY AVE. ROADWAY IMPROVEMENTS.

[O2025-0018190]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance amending the right-of-way acquisition ordinance for the Burley Avenue Roadway improvements project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

---

*Referred* -- TRANSFER OF CERTAIN REMNANT PROPERTIES TO BE WITHIN PURVIEW OF COMMISSIONER OF TRANSPORTATION TO NEGOTIATE, TRANSFER AND INCLUDE BY ECONOMIC SETTLEMENT, THOSE REMNANTS OF ORIGINAL ACQUISITION PARCELS DETERMINED TO BE UNECONOMICAL AND NOT NEEDED FOR ARCHER AVE. AND BELT RAILWAY COMPANY OF CHICAGO GRADE SEPARATION PROJECT.

[O2025-0018194]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance amending the right-of-way acquisition ordinance for the Archer Avenue and Belt Railway Company of Chicago grade separation project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- ACCEPTANCE OF NEGOTIATED PERMANENT EASEMENT FROM UNION PACIFIC RAILROAD TO FACILITATE ILLINOIS COMMERCE COMMISSION PROJECT FOR INSTALLATION OF PEDESTRIAN SAFETY FACILITIES AT N. NAGLE AVE. HIGHWAY-RAIL GRADE CROSSING.

[O2025-0018220]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the acceptance of a grant of easement from Union Pacific Railroad Company for the construction of pedestrian safety facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

*Referred* -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR GARDEN DEVELOPMENT AT 2616 N. ALBANY AVE.

[O2025-0018158]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the expenditure of Open Space Impact Fee funds for a garden development at 2616 North Albany Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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*Referred* -- EXECUTION OF ADOPT-A-LANDMARK GRANT FUNDING AGREEMENT WITH GREENSTONE UNITED METHODIST CHURCH FOR PRESERVATION PROJECT AT 11211 S. ST. LAWRENCE AVE.

[O2025-0018170]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

June 18, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an adopt-a-landmark agreement with Greenstone United Methodist Church.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
*Mayor.*

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

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

*Placed On File* -- DETERMINATION CERTIFICATE OF CITY OF CHICAGO REGARDING REVOLVING LINE OF CREDIT AGREEMENT BY AND BETWEEN CITY OF CHICAGO AND WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TO NOTE OF JUNE 28, 2024, IN AGGREGATE OUTSTANDING AMOUNT NOT TO EXCEED $265,500,000.00.

[F2025-0017723]

A communication from Jill Jaworski, Chief Financial Officer, under the date of June 2, 2025, received in the Office of the City Clerk on June 2, 2025, transmitting a determination certificate of the City of Chicago regarding a $1,620,000 draw down under the Revolving Line of Credit Agreement by and between the City of Chicago and Wells Fargo Bank, National Association, as to a Line of Credit Note of June 28, 2024, aggregate principal amount not to exceed $265,500,000.00, which was *Placed on File*.

*Placed On File* -- COMPREHENSIVE ANNUAL FINANCIAL REPORT OF METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR YEAR ENDED DECEMBER 31, 2024.

[F2025-0017824]

A communication from Jacqueline Torres, Clerk/Director of Finance, Metropolitan Water Reclamation District of Greater Chicago, under the date of June 5, 2025, received in the Office of the City Clerk on June 5, 2025, transmitting a comprehensive annual financial report for the period ended December 31, 2024, including financial highlights and a budgetary analysis of the District's general corporate fund, capital assets and debt activity, which was *Placed on File.*

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*Placed On File* -- INSPECTOR GENERAL'S REPORT CONCERNING CHICAGO'S IMPLEMENTATION AND ENFORCEMENT OF GUN OFFENDER REGISTRATION ORDINANCE.

[F2025-0017722]

A communication from Deborah Witzburg, Inspector General, under the date of June 3, 2025, received in the Office of the City Clerk on June 2, 2025, transmitting the Inspector General's advisory concerning outside counsel's recusal motions in Burge litigation (Federal Lawsuits involving former Police Commander Jon Burge), which was *Placed on File.*

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**City Council Informed As To Certain Actions Taken.**

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on May 21, 2025 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on June 18, 2025 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on May 21, 2025, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

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

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

*Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

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

Belmont Karlov LLC (Application Number 22779T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 9-K bounded by:

the public alley north of and parallel to West Belmont Avenue; North Karlov Avenue; West Belmont Avenue; and a line 99.36 feet west of and parallel to North Karlov Avenue (common address: 4100 -- 4108 West Belmont Avenue/3200 -- 3210 North Karlov Avenue).

[O2025-0017928]

Building Wrightwood LLC (Application Number 22777T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-K bounded by:

the public alley next north of and parallel to West Wrightwood Avenue; a line 66.83 feet west of and parallel to North Kilbourn Avenue; West Wrightwood Avenue; and a line 510 feet east of and parallel to North Kenton Avenue (common address: 4506 -- 4508 West Wrightwood Avenue).

[O2025-0017925]

Andrzej Furezon (Application Number 22776) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 28-H bounded by:

the public alley next north of and parallel to West Edmaire Street; a line 303.5 feet east of and parallel to South Vincennes Avenue; West Edmaire Street; and a line 266 feet east of and parallel to South Vincennes Avenue (common address: 1746 West Edmaire Street).

[O2025-0017924]

Martha Gonzalez (Application Number 22775) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 7-K bounded by:

the public alley next north of and parallel to West Fullerton Avenue; a line 159.54 feet west of and parallel to North Kilbourn Avenue; West Fullerton Avenue; and a line 184.54 feet west of and parallel to North Kilbourn Avenue (common address: 4516 West Fullerton Avenue).

[O2025-0017922]

ID 2600 Owner LLC (Application Number 22783T1) -- to classify as a B3-5 Community Shopping District instead of a B3-5 Community Shopping District the area shown on Map Number 7-F bounded by:

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

[O2025-0017951]

Lukaven Development LLC (Application Number 22789T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 9-I bounded by:

the alley next north of and parallel to West Belmont Avenue; a line 50 feet east of and parallel to North Troy Street; West Belmont Avenue; North Irene Avenue; and North Troy Street (common address: 3122 West Belmont Avenue).

[O2025-0018017]

Marius Meissner and Elizabeth Alves Meissner (Application Number 22787T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 15-G bounded by:

the public alley next southwest of and parallel to North Ridge Avenue; West Victoria Street; and a line 71.27 feet from the public alley (common address: 1454 West Victoria Street).

[O2025-0017997]

Eddie W. Miranda (Application Number 22788) -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 5-J bounded by:

a line 57.48 feet east of and parallel to North Lawndale Avenue; the public alley next north of and parallel to West North Avenue; a line 157.48 feet east of and parallel to North Lawndale Avenue; and West North Avenue (common address: 3642 -- 3652 West North Avenue).

[O2025-0018004]

Open, Inc. (Application Number 22786) -- to classify as a C1-2 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 7-F bounded by:

a line 498.50 feet north of and parallel to West Fullerton Parkway; the alley next east of and parallel to North Halsted Street; a line 461.00 feet north of and parallel to West Fullerton Parkway; and North Halsted Street (common address: 2447 -- 2449 North Halsted Street).

[O2025-0017988]

P.J.IRMA Property LLC (Application Number 22782) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District and an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 8-G bounded by:

a line 55 feet north of and parallel to West 35th Street; South Lituanica Avenue; West 35th Street; and the alley next west of and parallel to South Lituanica Avenue (common address: 3462, 3464 South Lituanica Avenue and 912 West 35th Street).

[O2025-0017949]

Michael and Nicole Pfeiffer (Application Number 22790T1) -- to classify as an RS2 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 1-L bounded by:

a line 304.85 feet north of and parallel to West 104th Street; South Springfield Avenue; a line 262.15 feet north of and parallel to West 104th Street; and a line 300.52 feet west of and parallel to South Springfield Avenue (common address: 10330 South Springfield Avenue).

[O2025-0018049]

Primo Center for Women and Children (Application Number 22791T1) -- to classify as a B1-3 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 18-G bounded by:

a line 80 feet north of and parallel to West 78th Street; South Morgan Street; West 78th Street; and the public alley next west of and parallel to South Morgan Street (common address: 7756 South Morgan Street).

[O2025-0018050]

Maria Rosa Quizhpi (Application Number 22784T1) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-L bounded by:

a line 224.11 feet north of and parallel to West Kinzie Street; North Lavergne Avenue; a line 186 feet north of and parallel to West Kinzie Street; and the alley next west of and parallel to North Lavergne Avenue (common address: 418 North Lavergne Avenue).

[O2025-0017955]

RMBR Ventures 1719 LLC (Application Number 22785) -- to classify as a B3-2 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 1-H bounded by:

West Chicago Avenue; a line 177.75 feet west of and parallel to North Paulina Street; the public alley next south of and parallel to West Chicago Avenue; and a line 252.75 feet west of and parallel to North Paulina Street (common address: 1719 -- 1725 West Chicago Avenue).

[O2025-0017987]

Tzadik LLC - 2743 North Greenview Series (Application Number 22781T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M2-2 Light Industry District the area shown on Map Number 7-G bounded by:

a line 156.57 feet south of and parallel to West Diversey Parkway; the public alley next east of and parallel to North Greenview Avenue; a line 181.57 feet south of and parallel to West Diversey Parkway; and North Greenview Avenue (common address: 2743 North Greenview Avenue).

[O2025-0017941]

Waveland Lincoln LLC (Application Number 22778T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 9-H bounded by:

West Waveland Avenue; North Lincoln Avenue; a line 34.30 feet south of West Waveland Avenue, as measured along the southwesterly line of North Lincoln Avenue and perpendicular to North Lincoln Avenue thereto; the public alley next southwest of and parallel to North Lincoln Avenue; and the public alley next west of North Lincoln Avenue (common address: 3664 North Lincoln Avenue).

[O2025-0017926]

17th ST Building LLC (Application Number 22780T1) -- to classify as an RM6 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-H bounded by:

the public alley next north of and parallel to West 17th Street; South Marshfield Avenue; West 17th Street; and a line 25 feet west of and parallel to South Marshfield Avenue (common address: 1616 West 17th Street).

[O2025-0017932]

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*Referred* -- CLAIMS AGAINST CITY OF CHICAGO.

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

| | |
|---|---|
| AAA and Jones, Ray | [CL2025-0018142] |
| Ahmed, Daniyal I. | [CL2025-0018239] |
| Allstate Insurance and Gumushian, Molly | [CL2025-0018085] |
| Allstate Insurance and Pike, Aaron | [CL2025-0017912] |
| American Family Insurance and Liu, Mandi Q. | [CL2025-0018231] |
| Bachrach, Edgar H. | [CL2025-0018241] |
| Benton-Pierce, Paula M. | [CL2025-0017908] |
| Bertucci, Kimberly A. | [CL2025-0018112] |
| Bretz, Karen M. | [CL2025-0018243] |
| Burns, Charles | [CL2025-0017854] |

Calvin, Kenneth W. [CL2025-0018086]

Cruz, Sandra E. [CL2025-0017905]

Dinkha, Ashur S. [CL2025-0018147]

Downie, Ashlynn R. [CL2025-0018081]

Downs, Kathleen M. [CL2025-0017843]

Dudek, Bryan P. [CL2025-0018078]

Enright, Anna [CL2025-0018143]

Enriquez, Ricardo [CL2025-0018066]

Forte, Monica [CL2025-0018120]

Fosnaugh, Michael E. [CL2025-0017902]

Frias, David A.S. [CL2025-0018139]

Gebhart, Karen M. [CL2025-0017848]

Gill, Katrina M. [CL2025-0018127]

Ginn, Lovell [CL2025-0017890]

Gorst, Jason R. [CL2025-0017909]

Gregory, Latoya [CL2025-0018242]

Grossman, Dorothy [CL2025-0018054]

Gumbert, Hayden J. [CL2025-0018111]

Halper, Alexis A. [CL2025-0018138]

Hernandez, Amede [CL2025-0018115]

Hudson, Gimel [CL2025-0018257]

King, Mark M. [CL2025-0017906]

Kulesza, Irmina [CL2025-0018077]

Lach, Carolyn J. [CL2025-0018110]

| | |
|---|---|
| Lawson, Jimmy S. | [CL2025-0018140] |
| Lentz, David B. | [CL2025-0018252] |
| Lewis, Ricardo J. | [CL2025-0018082] |
| Magesis, Derek | [CL2025-0017893] |
| Melgarejo-Glaab, Rita | [CL2025-0018116] |
| Misleh, Jamal K. | [CL2025-0017907] |
| Mondt, Lois | [CL2025-0018240] |
| Morales, Edwin A. | [CL2025-0018145] |
| Morgan, Gregory B. | [CL2025-0017846] |
| Nye, Steven | [CL2025-0018238] |
| Ogutuga, Claudius | [CL2025-0018255] |
| Ortega, Maria D. | [CL2025-0018141] |
| Phillips, Natalie M. | [CL2025-0017910] |
| Porto, Arthur J. | [CL2025-0018253] |
| Progressive Insurance and Viveros, Xitlali | [CL2025-0018117] |
| Savic, Jelena | [CL2025-0018246] |
| Schmuhl, Cheryl L. | [CL2025-0017857] |
| SF4 LLC and Venable, Aughty | [CL2025-0017904] |
| Suk, Joohyun | [CL2025-0018105] |
| Sutton-Baker, Alexandra M. (2) | [CL2025-0017915, CL2025-0017916] |
| Szaflarski, Tomasz | [CL2025-0017901] |
| Tarver, Tamara L. | [CL2025-0018244] |
| Tham, Daryl | [CL2025-0017840] |

Thomas, Phillip [CL2025-0018083]

Tracy, Shelly A. [CL2025-0017856]

Wheeler, Lakesha M. [CL2025-0018084]

Wheels, Inc., in care of Anaya, Nicole [CL2025-0017914]

Woodthorp, Ashley R. [CL2025-0017863]

Yi, Daniel C. (2) [CL2025-0018087, CL2025-0018108]

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*Referred* -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREA SHOWN ON MAP NO. 1-J AT 3250 -- 3256 W. FRANKLIN BLVD., 519 -- 523 N. SPAULDING AVE. AND 520 -- 522 N. SAWYER AVE.

[O2025-0017919]

A communication from Patrick Murphey, Zoning Administrator, Department of Planning and Development, under the date of June 9, 2025, and received in the Office of the City Clerk on June 9, 2025, transmitting an ordinance amending Title 17 of the Municipal Code of Chicago by reclassifying the area shown on Map Number 1-J at 3250 -- 3256 West Franklin Boulevard, 519 -- 523 North Spaulding Avenue and 520 -- 522 North Sawyer Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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*Referred* -- AMENDMENT OF ORDINANCE WHICH RECLASSIFIED AREA SHOWN ON MAP NO. 5-G AT 2225 N. DAYTON ST.

[O2025-0018063]

A communication from Patrick Murphey, Zoning Administrator, Department of Planning and Development, under the date of June 16, 2025, and received in the Office of the City Clerk on June 16, 2025, transmitting an ordinance amending a previously passed ordinance which reclassified the area shown on Map Number 5-G at 2225 North Dayton Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

## *REPORTS OF COMMITTEES.*

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## COMMITTEE ON FINANCE.

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AMENDMENT OF SECTION 2-32-085 OF MUNICIPAL CODE BY MODIFYING APPLICATION PROCESS FOR AND ELIGIBLE ORGANIZATIONS UNDER EMPLOYEE CHARITABLE CONTRIBUTION PROGRAM.

[SO2024-0014173]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance amending Municipal Code Section 2-32-085 concerning voluntary charitable payroll deductions (SO2024-0014173), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-32-085 of the Municipal Code of Chicago is hereby amended by adding the language underscored and by deleting the language struck through, as follows:

2-32-085 Voluntary Charitable Payroll Deductions.

(a) The Chief Financial Officer shall administer a program (for purposes of this section, "the program") under this section through which employees of the City may make contributions to charitable organizations by authorizing voluntary payroll deductions. ~~The program shall supersede the voluntary payroll deduction program administered by the Department of Human Resources prior to May 9, 2007 (the effective date of this section).~~

(b) Pursuant to the program administered under this section, an employee may authorize the withholding of a portion of ~~his or her~~ the employee's salary or wages for contribution to a maximum number of 10 organizations designated as qualified to participate in the program administered under this section.

(c) In addition to the organizations specified in subsection (i), the Chief Financial Officer may from time to time recommend that the City Council designate by ordinance other not-for-profit organizations as eligible for participation in the program established under this section, provided that the total number of organizations having such designation at any time may not exceed ~~50~~ 30. The Chief Financial Officer may from time to time recommend that the City Council by ordinance remove the designation of an organization that no longer meets the requirements of this section. No organization shall be designated as qualified to participate in such program unless it is a voluntary, charitable, health, or welfare organization that provides or supports direct health or welfare services to individuals or their families, and is in compliance with the requirements in, and certifications made pursuant to, subsection (d).

(d) An organization desiring to be designated as qualified to participate in the program established under this section shall:

(1) Submit to the Chief Financial Officer an application in a form prescribed by the Chief Financial Officer;

(2) Certify that the organization (or all agencies benefitting from such organization) is tax exempt under the Internal Revenue Code; and

(3) Certify that the organization (or all agencies benefitting from such organization) conducts health or welfare programs and provides services to individuals directed at one or more of the following common human needs within a community: service, research, and education in the health fields; scholarships for attending institutions of higher learning; family and child care services; protective services for children and adults; services for children and adults in foster care; services related to the management and

maintenance of the home; day care services for adults; transportation services; information, referral and counseling services; services to eliminate illiteracy; the preparation and delivery of meals; adoption services; emergency shelter care and relief services; disaster relief services; safety services; neighborhood and community organization services; recreation services; social adjustment and rehabilitation services; health support services; or a combination of such services designed to meet the special needs of specific groups, such as children and youth, the ill and infirm, and the physically or mentally handicapped; and that the organization and any such benefitting agencies provide the above-described services to individuals and their families in Chicago, or that the organization or benefitting agencies provide relief to victims of natural disasters and other emergencies on a where- and as-needed basis;

(Omitted text is unaffected by this ordinance.)

(f) The designation of any organization that receives fewer than 250 contributions in any calendar year shall be subject to removal under subsection (c) for the subsequent calendar year. <u>If an organization is removed from the program, any employee contributions that were designated for the organization shall cease and not be withheld from the employee's salary or wages.</u>

(Omitted text is unaffected by this ordinance.)

(i) The following entities are eligible to participate in the program because they have been found to meet the qualifications of this section:

100 Club of Chicago

After School Matters

American Cancer Society

American Heart Association

The Anti-Cruelty Society

Big Brothers Big Sisters of Metropolitan Chicago

Black Fire Brigade

Black United Fund of Illinois, Inc.

The three firefighter support organizations currently constituting CFDC Charities, Inc.

Chicago Humanities Festival

Chicago Children's Advocacy Center

Community Health Charities of Illinois

Community Shares of Illinois

~~EarthShare Illinois~~

Easterseals serving Chicagoland and Rockford

Ende, Menzer, Walsh & Quinn Retirees', Widows' and Children's Assistance Fund

Ginger Rugai Y-Me Softball Tournament

Global Impact

Hispanic Scholarship Fund

~~Kids In Danger~~

Little City

March of Dimes

Misericordia Heart of Mercy

Muscular Dystrophy Association

Prevent Child Abuse America

Rainbows for All Children

Saint Jude Police League

Sickle Cell Disease Association of Illinois

Special Children's Charities -- Special Olympics Chicago

Special Olympics Illinois

United Way

United Negro College Fund, Inc.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Annually, the Chief Financial Officer shall report to the City Council Committee on Finance regarding the voluntary charitable payroll deductions program. The report shall set forth the number of City employees who have participated in the program, the number of payroll deductions received by each organization, and the total amount of contributions received by each organization during the prior calendar year.

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

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ISSUANCE OF FINANCIAL ASSISTANCE TO LECLAIRE PARTNERS A-NORTH JV L.P. FOR DEVELOPMENT OF AFFORDABLE AND MARKET RATE HOUSING PROJECT AT 4809 W. 44TH ST. AND 4442 S. CICERO AVE.

[SO2025-0017506]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance concerning the execution of a redevelopment agreement and issuance of financial assistance to LeClaire Partners A-North JV L.P. for the LeClaire project located at 4809 West 44th Street and 4442 South Cicero Avenue in the 22nd Ward (SO2025-0017506), in an amount not to exceed $9,500,000 in multi-family funds and $5,500,000 in TIF funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025. Alderperson Gilbert Villegas, 36th Ward, recused himself from voting on this matter under Rule 14 as his son has a paid summer internship with Cabrera Capital, which is part of the financing team for the project.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

Alderperson Villegas recused himself from voting on this matter under Rule 14.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan in an amount not to exceed $9,500,000 (the "Loan"), to be funded from Multi-Family Program Funds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof to LeClaire Partners A-North JV L.P., a Delaware limited partnership (the "Borrower"), of which LeClaire Partners A-North JV LLC, an Illinois limited liability company, is the sole general partner, of which LeClaire Partners LLC, an Illinois limited liability company, is the managing member ("Managing Member"), and 4400 S. Cicero LLC, an Illinois limited liability company, is the member ("Member"), and further, Cabrera Capital Partners LLC, a Delaware limited liability company, and The Habitat Company LLC, an Illinois limited liability company, are indirectly the owners of Managing Member, and the Chicago Housing Authority, an Illinois municipal corporation under the Housing Authorities Act, as amended (310 ILCS 10/1, et seq.) ("CHA"), is the sole member of Member; and

WHEREAS, The Borrower and its affiliate (the "9 Percent Owner" and collectively with the Borrower, the "Developers") plan to develop real property located generally at 4809 West 44th Street, Chicago, Illinois and 4442 South Cicero Avenue, Chicago, Illinois (collectively, the "Overall Property"), and the Developers shall construct the following, which shall hereinafter be known as the "Development": (i) affordable residential housing units in two separate buildings on the Leasehold Estate(s) (as defined below); (ii) one building, which shall be hereinafter referred to as the "North Building", and is anticipated to be located generally at 4809 West 44th Street; and (iii) one building, which shall be hereinafter referred to as the "South Building", and is anticipated to be located generally at 4442 South Cicero Avenue; and

WHEREAS, The Development will be divided into two separate projects, with only one project receiving City assistance and such project, referred to hereinafter as the "4 Percent Project", will consist of: (i) approximately 138 market-rate and affordable residential housing units, of which approximately 110 such units will be located in the North Building and approximately 28 such units will be located in the South Building, and approximately 124 of such units will be reserved for households with incomes at or below 80 percent of area median income; and (ii) its allocable share of the common areas and parking; and

WHEREAS, The portion of the Overall Property on which the Four Percent Project will be situated shall be known as the "Property"; and

WHEREAS, CHA plans to enter into one or more long-term ground leases for the Overall Property with CHA Community Support Corporation, an Illinois not-for-profit corporation ("CHA CSC"), creating one or more leasehold estates which will be assigned to the Borrower and/or an affiliate of the Borrower (the "Leasehold Estate(s)"); and

WHEREAS, Pursuant to ordinances which the City Council of the City (the "City Council") adopted on July 20, 2022, and which were published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 51342 to 51420 (the "TIF Ordinances"), and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1 et seq., as amended (the "Act"), the City Council: (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "Cicero/Stevenson Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area; and

WHEREAS, Pursuant to ordinances which the City Council adopted on February 16, 2000, and which were published in the *Journal* for such date at pages 24918 to 25062, and under the provisions of the Act, the City Council: (i) approved a redevelopment plan and project for a portion of the City known as the "Midway Industrial Corridor Redevelopment Project Area" (the "Midway Area"); (ii) designated the Midway Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Midway Area; and

WHEREAS, Pursuant to ordinances which the City Council adopted on May 17, 2000, and which were published in the *Journal* for such date at pages 31380 to 31518, and under the provisions of the Act, the City Council: (i) approved a redevelopment plan and project for a portion of the City known as the "Cicero/Archer Redevelopment Project Area" (the "Cicero/Archer Area"); (ii) designated the Cicero/Archer Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Cicero/Archer Area; and

WHEREAS, Pursuant to Section 5/11-74.4-4(q) of the Act, the City can use incremental taxes from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right of way from, the redevelopment project area from which the incremental taxes are received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, Pursuant to an ordinance which the City Council adopted on December 16, 2024, and which was published in the *Journal* for such date at pages 21972 to 21975, the City exercised its Transfer Rights by depositing incremental taxes in the amount of $2,000,000 from the Midway Area ("Midway Incremental Taxes") and $3,500,000 from the Cicero/Archer Area ("Cicero/Archer Incremental Taxes," and, collectively with the Midway Incremental Taxes, the "Ported Funds") into the TIF Fund (as defined below); and

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

WHEREAS, Pursuant to Resolution 24-CDC-32 adopted by the Community. Development Commission of the City (the "Commission") on August 13, 2024, the Commission has recommended that the Borrower be designated as the developer for the Project; and that the City's Department of Planning and Development be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Borrower; and

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

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

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

SECTION 2. Loan Authorization. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of Housing and a designee or successor thereof (collectively, the "Authorized DOH Officer") are each hereby authorized,

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

SECTION 3. Developer Designation. The Borrower is hereby designated as the "Developer" for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 4. Authorization Of Redevelopment Agreement. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the City's Commissioner of Planning and Development or a designee or successor thereof (collectively, the "Authorized DPD Officer") are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement between the Borrower and the City in connection with payment of the eligible redevelopment project costs with the funds in the TIF Fund, substantially in the form attached hereto as Exhibit B and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement, with such execution to constitute conclusive evidence of the Authorized DPD Officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 5. Payment Of Incremental Taxes. The City Council hereby finds that the City is authorized to pay an aggregate amount equal to $5,500,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund, including the Ported Funds, to finance a portion of the costs included within the Four Percent Project and eligible under the Act, to the Borrower, including securing any portion of the Additional Financing. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 5.

SECTION 6. Maintenance And Use Of TIF Fund. Pursuant to the TIF Ordinances, the City has created the TIF Fund. The Chief Financial Officer, or his or her designee, is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinances, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 7. Affordability Provisions. The Four Percent Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Sections 2-44-080 through 2-44-105 of the Municipal Code shall not apply to the Four Percent Project, the Property or the Leasehold Estate(s) related to the Four Percent Project.

SECTION 8. No Impairment. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 9. Effective Date. This ordinance shall be effective as of the date of its passage and approval.

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

*Exhibit "A".*
(To Ordinance)

Borrower: LeClaire Partners A-North JV L.P., a Delaware limited partnership (the "Borrower"), of which LeClaire Partners A-North JV LLC, an Illinois limited liability company, is the sole general partner ("General Partner"), of which LeClaire Partners LLC, an Illinois limited liability company, is the managing member ("Managing Member"), and 4400 S. Cicero LLC, an Illinois limited liability company, is the member ("Member"). Further, Cabrera Capital Partners LLC, a Delaware limited liability company, and The Habitat Company LLC, an Illinois limited liability company, are indirectly the owners of Managing Member and the Chicago Housing Authority ("CHA") is the sole member of Member.

Project: Four Percent Project as described in the ordinance.

Loan:

| | |
|---|---|
| Source: | Multi-Family Program Funds. |
| Amount: | Not to exceed $9,500,000. |
| Term: | 40 years plus construction period, or such other term that is acceptable to the Authorized DOH Officer. |
| Interest: | Zero percent per annum or another rate acceptable to the Authorized DOH Officer. |
| Security: | Non-recourse loan; junior mortgage on the Leasehold Estate(s) related to the Four Percent Project ("City Mortgage One"). |

Loan:

| | |
|---|---|
| Source: | Available incremental taxes from the Area pursuant to the terms and conditions of the Redevelopment Agreement. |
| Amount: | Not to exceed $5,500,000. |
| Term: | 40 years plus construction period, or such other term that is acceptable to the Authorized DOH Officer. |
| Interest: | Zero percent per annum or another rate acceptable to the Authorized DOH Officer. |
| Security: | Non-recourse loan; mortgage on the Leasehold Estate(s) related to the Four Percent Project junior to the Senior Mortgage (as defined below) and the City Mortgage One (the "City TIF Mortgage", and, collectively with the City Mortgage One, the "City Mortgages"). |

Additional Financing:

1. Senior Loan

Construction Period:

| | |
|---|---|
| Amount: | $44,000,000 or such other amount acceptable to the Authorized DOH Officer, during the construction period. |
| Source: | Bank of America, National Association, or such other lender acceptable to the Authorized DOH Officer, to be funded through the issuance of one or more multi-family housing revenue bonds or notes (the "Notes") issued by the Illinois Housing Development Authority ("IHDA"), or another source acceptable to the Authorized DOH Officer. |
| Term: | 30 months plus a 6-month extension during the construction period or such other term that is acceptable to the Authorized DOH Officer. |
| Interest: | 30-day Secured Overnight Financing Rate ("SOFR") plus 260 basis points per annum or such other rate acceptable to the Authorized DOH Officer. |
| Security: | A mortgage lien on the Leasehold Estate(s) related to the Four Percent Project (the "Senior Construction Mortgage") senior to the City Mortgages. |

Permanent Period:

Amount: $7,000,000 or such other amount acceptable to the Authorized DOH Officer, during the permanent period.

Source: Cedar Rapids Bank and Trust Company ("Senior Permanent Lender"), or another source acceptable to the Authorized DOH Officer.

Term: 18 years following the conversion of the Senior Construction Loan to permanent financing or such other term that is acceptable to the Authorized DOH Officer.

Interest: Average SOFR plus 1.60 percent, which variable rate is synthetically fixed (the "Interest Rate Swap") to be an amount up to eight percent per annum or such other rate acceptable to the Authorized DOH Officer.

Security: A mortgage lien on the Leasehold Estate(s) related to the Four Percent Project (the "Senior Permanent Mortgage") and a mortgage lien on the Leasehold Estate(s) related to the Four Percent Project in connection with the Interest Rate Swap (the "Swap Mortgage", and collectively with the Senior Construction Mortgage and Senior Permanent Mortgage, the "Senior Mortgage"). Both the Senior Permanent Mortgage and the Swap Mortgage are junior to the Senior Construction Mortgage and senior to the City Mortgages.

Interest Rate Swap: The counterparties of the Interest Rate Swap are the Borrower and the Senior Permanent Lender and the Interest Rate Swap is subject to a termination payment obligation in the maximum amount of $1,800,000, which amount is secured by the Swap Mortgage. It is anticipated that the Swap Mortgage will be effective during the 4 Percent Project's construction period and the term of the Senior Permanent Lender's loan.

2. Chicago Housing Authority Loan:

Amount: $24,514,782 or such other amount acceptable to the Authorized DOH Officer.

Term: 40 years plus construction period, or such other term that is acceptable to the Authorized DOH Officer.

Source: CHA funds, or another source acceptable to the Authorized DOH Officer.

Interest: Such rate acceptable to CHA and the Authorized DOH Officer.

Security: A mortgage lien on the Leasehold Estate(s) related to the Four Percent Project (the "CHA Mortgage") junior to the Senior Mortgage and senior to the City Mortgages or as otherwise acceptable to the Authorized DOH Officer.

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

Amount: $1,255,766 or such other amount acceptable to the Authorized DOH Officer.

Source: CHA, derived from the sale by CHA of IAHTCs issued by the City or another source acceptable to the Authorized DOH Officer.

Term: 40 years plus construction period, or such other term that is acceptable to the Authorized DOH Officer.

Interest: Such rate acceptable to CHA and the Authorized DOH Officer.

Security: A mortgage lien on the Leasehold Estate(s) related to the Four Percent Project junior to the Senior Mortgage and the City Mortgages or as otherwise acceptable to the Authorized DOH Officer.

4. Seller Loan:

Amount: $2,760,000 or such other amount acceptable to the Authorized DOH Officer.

Source: CHA CSC, obtaining a leasehold interest in the Leasehold Estate(s) from CHA.

Term: 40 years plus construction period, or such other term that is acceptable to the Authorized DOH Officer.

Interest: Such rate acceptable to CHA CSC and the Authorized DOH Officer.

Security: A mortgage lien on the Leasehold Estate(s) related to the Four Percent Project junior to the Senior Mortgage, the CHA Mortgage and City Mortgages or as otherwise acceptable to the Authorized DOH Officer.

5. Illinois Department of Commerce and Economic Opportunity Grant Proceeds Loan:

Amount: $712,500 or such other amount acceptable to the Authorized DOH Officer.

Source: Such proceeds may be contributed as capital to the Borrower by CHA or loaned to the Borrower by CHA, or another source acceptable to the Authorized DOH Officer.

Term: If applicable, 42 years plus construction or such other term that is acceptable to the Authorized DOH Officer.

Interest: If applicable, zero percent per annum or such other rate acceptable to the Authorized DOH Officer.

Security: If applicable, a mortgage lien on the Leasehold Estate(s) related to the Four Percent Project junior to the Senior Mortgage and the City Mortgages, or otherwise acceptable to the Authorized DOH Officer.

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

Amount: $33,722,564, or such amount as may be acceptable to the Authorized DOH Officer, all or a portion of which may be paid on a delayed basis.

Source: To be derived from the syndication of the LIHTCs generated by issuance of the Notes.

7. General Partner Equity:

Amount: $100 or such amount as may be acceptable to the Authorized DOH Officer.

Source: General Partner.

*Exhibit "B".*
(To Ordinance)

*LeClaire A-North Redevelopment Agreement.*

This LeClaire A-North Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2025, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and LeClaire Partners A-North JV LP, a Delaware limited partnership (the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, in accordance with the provisions of the Act, the City Council of the City (the "City Council") adopted the following ordinances on July 20, 2022: (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the Cicero/Stevenson Redevelopment Project Area (the "Cicero/Stevenson Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area" (the "Redevelopment Area Ordinance"); and (iii) adopted tax increment allocation financing for the Cicero/Stevenson Redevelopment Area, pursuant to ordinances (the "TIF Adoption Ordinance" and collectively with the Redevelopment Plan and the Redevelopment Area Ordinance, the "TIF Ordinances").

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on February 16, 2000: (i) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Midway Industrial Corridor Redevelopment Project Area;" (ii) "An Ordinance of the City of Chicago, Illinois Designating the Midway Industrial Corridor Redevelopment Project Area as a Tax Increment Financing District;" and (iii) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Midway Industrial

Corridor Redevelopment Project Area (the "Midway TIF Adoption Ordinance")." The redevelopment project area referred to above (the "Midway Redevelopment Area") is legally described in Midway TIF Adoption Ordinance.

To induce redevelopment pursuant to the Act, the City Council adopted the following ordinances on May 17, 2000: (i) "An Ordinance of the City of Chicago, Illinois Approving a Tax Increment Redevelopment Plan for the Cicero/Archer Avenue Redevelopment Project Area;" (ii) "An Ordinance of the City of Chicago, Illinois Designating the Cicero/Archer Avenue Corridor Redevelopment Project Area as a Tax Increment Financing District;" and (iii) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Cicero/Archer Avenue Redevelopment Project Area (the "Cicero/Archer Avenue TIF Adoption Ordinance")." The redevelopment project area referred to above (the "Cicero/Archer Avenue Redevelopment Area") is legally described in Cicero/Archer Avenue Redevelopment Project Area TIF Adoption Ordinance.

The Midway Redevelopment Area and Cicero/Archer Avenue Redevelopment Area are either contiguous to or is separated only by a public right of way from the Cicero/Stevenson Redevelopment Area.

D. The Project: The Developer, along with another entity (the "9% Party") will develop two (2) separate elevator-serviced buildings. One building will be generally located at 4809 West 44th Street and will contain 110 residential housing units for market-rate, low- and moderate-income households and related facilities within a new construction 6-story structure (the "North Building"). The other building will be generally located at 4442 South Cicero Avenue (the "South Building") and will contain residential housing units for market-rate, low- and moderate-income households and related facilities within a new construction 6-story structure. Both the North Building and the South Building will be vertically divided pursuant to separate recorded declarations (the "Declarations"). The Declarations will create the vertical divisions and provide easements among the respective parcels including ingress and egress, use of utilities and facilities, and cost sharing.

The Developer shall construct a development consisting of approximately 138 residential housing units commonly known as "LeClaire A-North" that will encompass (i) the North Building; (ii) a portion of the South Building consisting of 28 residential housing units for market rate families and low- and moderate-income families and related facilities and certain ground floor residential amenities and community space; and (iii) certain landscaping and parking improvements (collectively (i) through (iii) shall be referred to as the "Facility"). The "Project" means the Facility and related improvements, including but not limited to, the TIF-Funded Improvements defined below and set forth on Exhibit B. The remainder of the South Building consisting of additional residential housing units for market rate families and low- and moderate-income families will be developed by the 9% Party (the "9% Facility").

On or before the Closing Date, the CHA will enter into a ground lease (the "Ground Lease") with a not-for-profit corporation (the "Initial Ground Lessee") for the Project which will include the North Building and a portion of the South Building (the "Property"). The Initial Ground Lessee will then assign the Ground Lease for the Property to the Developer and the Developer will assume such Leasehold Estate (as hereinafter defined).

The CHA will also enter into a ground lease for the 9% Facility with the 9% Party.

The ground floors of North Building and South Building will contain approximately 14,000 square feet of commercial space and approximately 2,100 square feet of commercial space, respectively; however, said ground floors are not part of the Project.

Within the time frames set forth in Section 3.01 hereof, the Developer shall construct or otherwise situate the Project on the Leasehold Estate.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Redevelopment Plan.

F. Transfer Rights: Pursuant to 65 ILCS 5/11-74.4-4(q) of the Act, the City may use Midway Incremental Taxes (as defined below), and the Cicero/Archer Avenue Incremental Taxes (as defined below) from the Midway TIF Fund and Cicero/Archer TIF Fund to pay for eligible redevelopment project costs incurred in the Redevelopment Area because the Midway Redevelopment Area and Cicero/Archer Avenue Redevelopment Area are either contiguous to, or is separated only by a public right of way from, the Redevelopment Area (the "Transfer Rights"). To the extent required by the City to pay its TIF Funds to Developer for the City Funds under this Agreement from time to time, the City, as more particularly hereinafter provided, shall exercise its Transfer Rights pursuant to the Act and transfer Midway Incremental Taxes and Cicero/Archer Avenue Incremental Taxes from the Midway Redevelopment Area and Cicero/Archer Avenue Redevelopment Area into the TIF Fund.

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

| **Table of Contents** | **List of Exhibits** |
|---|---|
| 1. Recitals, Headings and Exhibits | A *Leasehold Estate |
| 2. Definitions | B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements) |
| 3. The Project | |
| 4. Financing | |
| 5. Conditions Precedent | C Requisition Form |
| 6. Agreements with Contractors | |
| 7. Completion of Construction or Rehabilitation | |

| | |
|---|---|
| 8. Covenants/Representations/Warranties of the Developer<br>9. Covenants/Representations/Warranties of the City<br>10. The Developer' Employment Obligations<br>11. Environmental Matters<br>12. Insurance<br>13. Indemnification<br>14. Maintaining Records/Right to Inspect<br>15. Defaults and Remedies<br>16. Mortgaging of the Project<br>17. Notice<br>18. Miscellaneous | (An asterisk (*) indicates which exhibits are to be recorded.) |
| | |

SECTION 2. DEFINITIONS

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

"Act" is defined in the Recitals.

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

"Annual Compliance Report" means a signed report from Developer to the City (a) itemizing the Developer's obligations under this Agreement during the preceding calendar year, (b) certifying the Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that the Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) intentionally omitted; (2) delivery of Financial Statements and unaudited financial statements (Section 8.13); (3) delivery of updated insurance certificates, if applicable (Section 8.14); (4) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (5) Compliance with the Affordability Requirements (Section 8.20) (6) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.23); (7) compliance with the Increment and Rate of Return Reporting (Section 8.26); and (8) compliance with all other executory provisions of this Agreement.

"ATS Manual" means the 2021 version of the Architectural and Technical Standards Manual (ATS Manual) issued by DOH.

"Available Incremental Taxes from Transfer Rights" shall mean an amount equal to 100% of those Cicero/Archer Avenue Incremental Taxes and Midway Incremental Taxes deposited in the Cicero/Archer Avenue TIF Funds and Midway TIF Funds that are attributable to the City's exercise of its Transfer Rights.

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

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

"CHA" shall mean the Chicago Housing Authority, an Illinois municipal corporation.

"CHA Units" shall mean the approximately 68 residential units in the Project which shall be leased to eligible CHA residents by the Developer.

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

"Cicero/Archer Avenue Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Cicero/Archer Avenue TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Cicero/Archer Avenue TIF Fund.

"Cicero/Archer Avenue TIF Fund" shall mean the special tax allocation fund created by the City in connection with the Cicero/Archer Avenue Redevelopment Area into which the Cicero/Archer Avenue Incremental Taxes will be deposited.

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

"City Council" is defined in the Recitals.

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

"City Regulatory Agreement" means that HOME Program Regulatory Agreement entered into on the Closing Date between the City and the Developer.

"City TIF Loan" shall mean a loan to the Developer by the City of City Funds in the maximum principal amount of $5,500,000, as evidenced by the Developer Note and secured by the Junior Mortgage.

"Closing Date" means the date of execution and delivery of this Agreement by all parties to this Agreement, which shall be deemed to be the date appearing in the first paragraph of this Agreement and shall not be later than 180 days following the date of City Council's approval of the Project Ordinance or such other date acceptable to the commissioner of DOH, in their sole discretion.

"Collateral Assignment" shall mean a collateral assignment of the Developer's respective interests in this Agreement, such collateral assignment to be made by the Developer to secure Lender Financing, in form and substance acceptable to the City in its sole discretion; provided, such collateral assignment cannot be exercised until the lender provides the certification required

by Section 18.14 hereof and the assignee assumes all of the obligations of the Developer under this Agreement.

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

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

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

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

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

"Davis Bacon Act" shall mean the Davis Bacon Act (40 U.S.C. Section 3141 et seq.).

"Declaration of Restrictive Covenants" shall mean that certain Declaration of Restrictive Covenants, dated as of the date hereof, made by CHA and the Developer for the benefit of HUD, which is to be recorded prior to this Agreement.

"Developer Note" means that certain promissory note made by Developer to the City in the original principal amount of the City TIF Loan.

"DOH" means the City's Department of Housing.

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

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

"Employment Plan" is defined in Section 5.12.

"Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline

Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ; the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

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

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

"Event of Default" is defined in Section 15.

"Existing Materials" shall mean the Hazardous Materials and other environmental conditions described in any SRP reports existing on the Property prior to or as of the Closing Date.

"Facility" is defined in the Recitals.

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

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

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

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

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

"Ground Lease" is defined in the Recitals.

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

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

"HUD" shall mean the United States Department of Housing and Urban Development, or any successor thereto.

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"IHDA" means the Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, ILCS 3801/1 et seq., as amended from time to time.

"In Balance" is defined in Section 4.07.

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

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

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

"Leasehold Estate" shall mean the leasehold estate of Developer in the Property created by the Ground Lease with CHA as more particularly described in Exhibit A.

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

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

"Limited Partner" means a subsidiary of Bank of America, National Association, a national banking association, and its successors and assigns, or another entity acceptable to the City, in its sole discretion.

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

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

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

"Midway Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the Midway TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the Midway TIF Fund.

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

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

"New Mortgage" is defined in Article 16.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to the Developer, the Leasehold Estate or the Project.

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain

per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Permitted Liens" means (i) mortgages against the Leasehold Estate and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, (ii) the Swap Mortgage, (iii) leases of portions of the Leasehold Estate entered into after the date hereof in the Developer's ordinary course of business, if any, (iv) in the event that the mortgage for the Permanent Period Loan referenced in Section 4.01 is executed prior to issuance of the Certificate, such Permanent Period Loan mortgage shall be deemed a Permitted Lien, and (iv) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

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

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

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

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

"Prior Obligations" means Incremental Taxes pledged or committed by the City to pay for the following projects: [LIST TO BE INSERTED PRIOR TO THE CLOSING DATE].

"Project" is defined in the Recitals.

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

"Project Ordinance" means the ordinance adopted by City Council on _____, 202_ and published in the Journal for such date at pages _____ - _____.

"Property" is defined in the Recitals.

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

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

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

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

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

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

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

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

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

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

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

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

"Swap Mortgage" shall mean the Swap Mortgage and the Assignment of Rents and Security Agreement from Developer, as mortgagor, to Cedar Rapids Bank and Trust Company, as mortgagee.

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

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the [fortieth (40th)] anniversary of the issuance of the Certificate.

"TIF Adoption Ordinance" is defined in the Recitals.

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

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

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

"TIF Ordinances" is defined in the Recitals.

"Title Company" means [TBD].

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing Developer's interest as the tenant of the Leasehold Estate and naming the City as the insured mortgagee in the full amount of the City Funds, noting the recording of this Agreement and the Junior Mortgage as an encumbrance against the Leasehold Estate and a subordination agreement in a form acceptable to the City in favor of the City with respect to previously recorded liens against the Property related to Lender Financing, if any.

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (i) start construction no later than 180 days after the Closing Date; and (ii) complete construction and conduct business operations in the Facility no later than 36 months after the Closing Date.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DPD and DPD has approved the same. After such

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

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than $86,165,360. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct, and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by the Developer to DOH, pursuant to the Architectural and Technical Standards Manual (ATS Manual) dated 2021 issued by DOH. The 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 the Developer of DOH written approval, which shall not be unreasonably withheld, conditioned or delayed. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect and also shall contain a provision requiring compliance with the policies and procedures outlined in the ATS Manual. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

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

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

3.07 Progress Reports and Survey Updates. After the Closing Date, Developer shall provide DPD with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Upon Completion, Developer shall provide an updated Survey to DPD if requested by DPD or any lender providing Lender Financing, reflecting improvements made to the Property.

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

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

3.10 Signs and Public Relations. The 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 the Developer, the Property and the Project in the City's promotional literature and communications.

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

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

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The total cost of the Project is estimated to be $86,165,360 to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

| | |
|---|---|
| **Lender Financing** | |
| Construction Period Loan* | $44,000,000 |
| Permanent Period Loan | $7,000,000 |
| CHA Loan | $24,514,782 |
| City Multi-Family Loan | $9,500,000 |
| City TIF Loan (funded with the City Funds) | $5,500,000 |
| Illinois Department of Commerce and Economic Opportunity Grant Proceeds Loan | $712,500 |
| **Equity** | |
| Low Income Housing Tax Credit Equity | $33,722,564 |
| Illinois Affordable Housing Tax Credit Equity | $1,255,675 |
| General Partner Contribution | $100 |
| Deferred Developer Fee | $1,199,699 |
| Seller Financing | $2,760,000 |
| **Estimated Total** | **$130,165,320** |

* The Construction Period Loan is expected to be repaid from a combination of the Permanent Period Loan, the City Multi-Family Loan, the City TIF Loan, and the Low Income Housing Tax Credit Equity.

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

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

4.03 City Funds.

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

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

| Source of City Funds | Maximum Amount |
|---|---|
| Available Incremental Taxes From Transfer Rights | $5,500,000 |

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of $5,500,000 or 6.5% of the actual total Project costs, with such amount to be further reduced by the TIF District Administration Fee; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of $5,500,000 is contingent upon the fulfillment of the condition set forth in this subsection. If such condition is not fulfilled, the amount of Equity to be contributed by the Developer pursuant to Section 4.01 shall increase proportionately.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.08, and Section 5 hereof, the City shall disburse the City Funds as follows:

(i) Once Developer has incurred $1,375,000 in costs for TIF-Funded Improvements upon the completion of 25% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation, the City shall disburse City Funds in the amount of $1,375,000 as a part of the City TIF Loan pursuant to the terms of this Agreement.

(ii) Once the Developer has incurred at least $1,375,000 in additional costs for TIF-Funded Improvements upon the completion of 50% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation (i.e., costs of at least $2,750,000 in TIF-Funded Improvements), the City shall disburse City Funds in the amount of $1,375,000 as a part of the City TIF Loan pursuant to the terms of this Agreement.

(iii) Once the Developer has incurred at least $1,375,000 in additional costs for TIF-Funded Improvements upon the completion of 75% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation (i.e., costs of at least $4,125,000 in TIF-Funded Improvements), the City shall disburse City Funds in the amount of $1,375,000 as a part of the City TIF Loan pursuant to the terms of this Agreement.

(iv) Once the City has issued the Certificate of Completion pursuant to the terms of this Agreement, the City shall disburse City Funds in the amount of $1,375,000 as a part of the City TIF Loan pursuant to the terms of this Agreement.

4.04 Requisition Form. the Developer shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form. The Developer shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered. The Developer authorizes the City to deposit the City Funds directly into the Escrow Account; provided, however, the disbursement of City Funds pursuant to Section 4.03(c)(iv) may be remitted directly to the Developer if the Escrow Account has been terminated at the time of such disbursement.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

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

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

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

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

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

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

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

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

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

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

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

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

The City shall have the right, in its discretion, to require the 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 the Developer. In addition, the Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the TIF Ordinances, this Agreement and/or the Escrow Agreement.

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

(b) The City Funds being provided hereunder as part of the City TIF Loan are being loaned to the Developer subject to the Developer's compliance with the provisions of this Agreement. As a condition of this Agreement and receipt of the City TIF Loan, the Developer shall execute and deliver the Developer Note in the original principal amount of the City TIF Loan and the Junior Mortgage. Upon the issuance of the Developer Note, (i) the City TIF Loan shall bear an interest rate of zero percent per annum, (ii) the Developer shall make no payments of principal and interest during the Term of the Agreement, and (iii) the entire principal balance outstanding, together with any other sums due under any of the City TIF Loan documents, shall be payable on the first day after end of the Term of the Agreement.

4.09 Permitted Transfers. Notwithstanding anything herein to the contrary, City will permit (i) Limited Partner to remove the general partner of the Partnership (the "General Partner") or the special limited partner as the special limited partner of the Partnership Agreement, in accordance

with the Partnership's limited partnership agreement (the "Partnership Agreement"), provided the substitute general partner is acceptable to City in its reasonable discretion and the City provides its written consent, except no consent of the City shall be required under this Agreement if the substitute general partner or special limited partner is an affiliate of the Limited Partner, (ii) the General Partner to pledge to a lender that is providing Lender Financing (the "Lender") all of the General Partner's rights, title and interest in and to the Partnership Agreement as collateral for the obligations under the loans made or to be made by the Lender to Developer) and (iii) a transfer by the Limited Partner of its limited partner interest after the Closing Date to an unaffiliated or affiliated entity with the prior written consent of the City, (iv) a transfer by the Limited Partner of its limited partner interest after the Closing Date to an affiliated entity with the prior written consent of the City; and (v) transfers of direct or indirect non-controlling interest in the General Partner or special limited partner, if any, to a trust for estate planning purposes.

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

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

5.05 Acquisition and Title. On the Closing Date, the Developer has furnished the City with a copy of the Title Policy for the Leasehold Estate, certified by the Title Company. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens

and evidences the recording of this Agreement and Junior Mortgage pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. The Developer has provided to DPD and DOH, on or prior to the Closing Date, documentation related to the purchase of the Leasehold Estate and certified copies of all easements and encumbrances of record with respect to the Leasehold Estate not addressed, to DPD's and DOH's satisfaction, by the Title Policy and any endorsements thereto.

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

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

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

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

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

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

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

5.12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. If 15 or more permanent jobs, whether FTE or otherwise, will be created in connection with the Project, then at least thirty (30) days before the Closing Date, the Developer

will have met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed.

5.13 Environmental. The Developer has provided DPD with copies of that certain Phase I ESA environmental audit completed with respect to the Property and any Phase II ESA environmental audit with respect to the Property required by the City. Developer has provided the Department of Fleet and Facility Management ("2FM") with copies of additional SRP Documents for the Property as part of the environmental compliance certification performed by 2FM as the Responsible Entity under 24 CFR § 58 for federal grant recipients of HUD funding for the Project. These SRP Documents include a Final Comprehensive Residential NFR Letter dated May 21, 2014. The Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its articles or certificate of incorporation or organization or limited partnership containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which the 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 or partnership agreement; and such other organizational documentation as the City has requested.

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

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

## SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

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

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

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

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

6.04 Employment Opportunity. The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 10 ; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and the City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy or the failure of any subcontractor to satisfy, such obligation shall not result in a default or a termination of this Agreement or require payment of the City resident hiring shortfall amounts so long as such Section 10 obligations are satisfied on an aggregate basis.

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

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

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

The Developer acknowledges and understand that the City will not issue the Certificate and pay out any portion of the City Funds conditioned on receipt of the Certificate, until the following conditions have been met:

(a) Evidence acceptable to DPD that the total Project cost equals or exceeds $86,165,360 and if the total Project Cost is less than this amount, the City Funds will be reduced on a dollar-for-dollar basis; and

(b) Evidence that the Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to $5,500,000); and

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

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

(e) Evidence acceptable to DPD that the Project has achieved 100 points on the City's Sustainable Development Policy; and

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

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

Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.19 (Real Estate Provisions) and Section 8.20 (Affordability Requirements) as covenants that

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

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

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

(b) the right (but not the obligation), upon not less than thirty (30) days prior written notice to the Developer) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such TIF-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer.

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF THE DEVELOPER

8.01 General. The Developer represents, warrants, and covenants, as of the date of this Agreement as follows: Representations, warranties and covenants denoted (Developer only) or (Developer only) shall be deemed to have been made only by the Developer or Developer, as applicable; otherwise, they shall be deemed to apply to both. The Developer, as applicable, represents, warrants, and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder and throughout the Term of the Agreement, that:

(a) The Developer (i) is a Delaware limited partnership duly organized in Delaware, (ii) has the right, power and authority to enter into, execute, deliver and perform this Agreement, and (iii) has been duly authorized to execute, deliver and perform its obligations under this Agreement, which execution, delivery and performance does not and will not violate its articles of organization or partnership agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which it may become bound;

(b) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer shall hold the Ground Lease and shall maintain the Leasehold Estate (and all improvements thereon) free and clear of all liens throughout the Term of the Agreement except for the Permitted Liens, Lender Financing as disclosed in the Project Budget, and Non-Governmental charges that the Developer is contesting in good faith pursuant to Section 8.15 hereof);

(c) Developer is now, and until the earlier to occur of the expiration of the Term of the Agreement and the date, if any, on which Developer has no further economic interest in the Project, will remain solvent and able to pay its debts as they mature;

(d) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending or, to the Developer's actual knowledge threatened or affecting Developer which would impair its ability to perform under this Agreement ;

(e) The Developer has or will acquire as necessary and will maintain all government permits, certificates and consents (including, without limitation, appropriate environmental approvals) necessary to conduct its business and to construct, complete and operate the Project;

(f) The 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 the Developer is a party or by which the Developer or any of its assets is bound which would materially adversely affect its ability to comply with its obligations under this Agreement;

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

(h) Prior to the issuance of a Certificate of Completion, the Developer shall not without the prior written consent of DPD: (1) obtain any financing other than the Lender Financing specified in Section 4.01 hereof, (2) be a party to any merger, liquidation or consolidation; (3) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Leasehold Estate (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (4) enter into any transaction outside the ordinary course of the Developer's business that would materially adversely affect the ability of the Developer to complete the Project; (5) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity (other than in connection with the Lender Financing for the Project and except as specifically allowed pursuant to the terms of this Agreement); or (6) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition;

(i) The Developer has not incurred and, prior to the issuance of the Certificate, will not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Leasehold Estate other than the Permitted Liens; or incur any indebtedness secured or to be secured by the Leasehold Estate or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

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

(k) The Developer nor any affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

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

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

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

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03, and the Developer's receipt of all required building permits and governmental approvals, the Developer

shall redevelop the Property in accordance with this Agreement and all its Exhibits, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all amendments to such documents, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer. The covenants set forth in this Section shall run with the Leasehold Estate and be binding upon any transferee but shall be deemed satisfied when the City issues the Certificate.

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

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

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

8.06 Jobs Creation. The Developer estimates that the Project will result in the creation of (i) approximately 10 full-time equivalent permanent jobs (the "Permanent Jobs"), and (ii) during the construction of the Project, approximately 250 temporary full-time construction jobs (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Throughout the Term of the Agreement, the Developer shall submit certified employment reports disclosing the number of Jobs at the Project to DPD and DOH as a part of the Developer's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of Jobs shall not constitute an Event of Default.

8.07 Employment Opportunity; Progress Reports. The Developer covenants and agree to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10; provided, however, that the contracting, hiring and testing requirements associated with the MBE/WBE and City resident obligations in Section 10 shall be applied on an aggregate basis and the failure of the General Contractor to require each subcontractor to satisfy, or the failure of any one subcontractor to satisfy, such obligations shall not result in a default or a termination of the Agreement or require payment of the City resident shortfall amount so long as such Section 10 obligations are satisfied on an aggregate basis. The Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 25%, 50%, 75% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such

reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Developer shall correct any shortfall.

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

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

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

8.11 Conflict of Interest. Pursuant to Section 5/11-74.4-4(n) of the Act, the Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the Redevelopment Area or the Redevelopment Plan, or any consultant hired by the City or the 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 the Developer's business, the Property, or the Facility.

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

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

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

8.15 Non-Governmental Charges. (a) Payment of Non-Governmental Charges. Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Leasehold Estate or any

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

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

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

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

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

8.17 Compliance with Laws. To the best of the 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, the Developer shall provide evidence satisfactory to the City of such compliance.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel) and all amendments and supplements to this Agreement to be recorded and filed, at the Developer's expense, against the Leasehold Estate on the date hereof in the Cook County Clerk's Office. Either this Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if this Agreement is not recorded first, a subordination agreement must be prepared, executed and recorded. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer

shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

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

(ii) Right to Contest. The 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 Leasehold Estate. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying, or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to DPD of the Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(x) The Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by the 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 Leasehold Estate to satisfy such Governmental Charge before the final determination of such proceedings; and/or

(y) The 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 Leasehold Estate during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

(b) The Developer's Failure To Pay Or Discharge Lien. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, then the Developer shall advise DPD in writing. At that time DPD in its sole discretion may, but shall not be obligated to, make all or

any part of such payment or obtain such discharge and take any other related action which DPD deems advisable. By taking any action under this paragraph, DPD shall not waive or release any obligation or liability of the Developer under this Agreement. The Developer shall promptly reimburse DPD for all sums, if any, DPD pays under this paragraph and expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not be construed to obligate the City to pay any Governmental Charge. If the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(c) Real Estate Taxes.

(i) Real Estate Tax Exemption. With respect to the Leasehold Estate or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970)) for any year that the Redevelopment Plan is in effect, except for participating in the Cook County Affordable Housing Special Assessment Program, the public housing abatement under 35 ILCS 200/18-177, and the LIHTC Valuation Program or obtaining any exemption for which the City has provided prior consent.

(ii) Covenants Running with the Leasehold Estate. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the Leasehold Estate and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Leasehold Estate or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer, its successors or assigns, may waive and terminate the Developer's covenants and agreements set forth in this Section 8.19(c).

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

8.20 Affordability Requirements. (a) Affordable Units. Of the 138 units comprising the Project, 68 units shall be CHA Units, 56 units shall be non-CHA Units that are affordable to households at 60% AMI and below levels; and 14 units shall not have any affordability restrictions.

(b) CHA Units. The Developer agrees and covenants to the City that, prior to any foreclosure of the Property by a lender providing Lender Financing, the provisions of the City Regulatory Agreement shall govern the terms of the Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

(i) During the term of that certain Declaration of Restrictive Covenants by and between the CHA and Developer or other similar restrictive covenant document, the CHA Units shall be operated and maintained solely as residential rental housing;

(ii) All of the CHA Units shall be available for occupancy to and be occupied solely by Low Income Families (as defined below) upon initial occupancy;

(iii) All of the CHA Units have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income; and

(iv) As used in this Section 8.20, the following terms have the following meanings:

(A) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(B) "Low Income Families" shall mean Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development ("HUD"), and thereafter such income limits shall apply to this definition.

(c) The covenants set forth in this Section 8.20 shall run with the Leasehold Estate and be binding upon any transferee.

(d) The City and the Developer may enter into a separate agreement to implement the provisions of this Section 8.20.

8.21 Annual Compliance Report. Starting when the Certificate is issued and ending on the 10th anniversary of the Certificate issuance date, Developer shall submit to DPD the Annual Compliance Report within thirty (30) days after the end of the calendar year to which the Annual Compliance Report relates.

8.22 Inspector General. It is the duty of the 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 the 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. The Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.23 Sustainable Development Policy. The Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project in accordance with Section 7.01(f). If a default occurs under this Section 8.23, the City shall have the right to reduce the City Funds by $250,000 as described in Section 15.02.

8.24. 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 as part of the Annual Compliance Report(s) or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Developer marks 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.

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

8.26 Increment and Rate of Return Reporting. Developer Parties agree to report the increment projected to be created by the Project at the Closing Date. Developer Parties agree to report the increment to date created by the Project. Developer Parties agree to report the Project's

rate of return. Rate of return report to be independently verified by a third party chosen by the City.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

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

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

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

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

(f) Failure to comply with the employment obligations described in this Section 10.01 shall be a basis for the City to pursue remedies under the provisions of Section 15.02, subject to the cure rights under Section 15.03.

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

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

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

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

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

Upon 2 business days prior written notice, 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 Section concerning the worker hours performed by actual Chicago residents.

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

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

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

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

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

(1) At least twenty-six percent (26%) by MBEs.
(2) At least six percent (6%) by WBEs.

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

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

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer's, on five 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, Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor, and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code, as applicable.

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

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

SECTION 11. ENVIRONMENTAL MATTERS

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

11.02. Release and Indemnification. The Developer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under them (collectively, the "Developer Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "Indemnified Parties"), from and against any and all Losses which the Developer or any of the Developer's Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly

located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901 et seq; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the Indemnified Parties harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

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

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

Section 11.02 shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

11.04 Reliance for Environmental Site Assessments. The Developer provided the City with a Phase I ESA and a Phase II ESA, both conducted, or updated, within 180 days prior to the execution of the Agreement. The Phase I ESA identified Recognized Environmental Conditions ("RECs") and the Developer performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs. The Phase II ESA did not identify the presence of any environmental impacts that may be associated with the RECs identified in the Phase I ESA.

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

SECTION 12. INSURANCE

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

**A. Before execution and delivery of this Agreement.**

1) Workers' Compensation and Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Sub-Developers, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Developer Parties may obtain separate insurance to

provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Developer Parties. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided with additional insured status with respect to liability arising out of Developer Parties' work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Developer Parties' acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Developer Parities' liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Developer. Limits of not less than $1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

4) All Risk Property

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

5) Blanket Crime (when applicable)

When applicable, the Developer must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of the Developer at any given time under this Agreement.

**B. Construction. Before the construction of any portion of the Project, Developer Parties shall procure and maintain, or cause its architects, contractors, subcontractors, project managers, and other parties constructing the Project to procure and maintain, the following types and amounts of insurance:**

1) Workers' Compensation and Employer's Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than $1,000,000 each accident; $1,000,000 disease-policy limit and $1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. Where the general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Insured may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Insured. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Insured's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of any Insured's acts or omissions, whether such liability is attributable to the Insured or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Insured's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

3) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained with limits of not less than $2,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

4) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than $10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

A combination of primary and Excess/Umbrella policies may be used to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) Professional Liability (when applicable)

When any professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than $2,000,000 per claim. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) Pollution Liability Insurance (when applicable)

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the work that may fall under the scope and direction of the Developer, the Developer must cause the remediation contractor to provide Pollution Liability coverage with limits no less than $2,000,000 per occurrence or claim and $2,000,000 aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City must be provided with an additional insured status with respect to liability arising out of work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Insured's acts or omissions, whether such liability is attributable to the Insured or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. The Developer and any other Insured shall

comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Insured's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

7) Valuable Papers (when applicable)

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

8) Installation Floater (when applicable)

When any construction is undertaken, but there is no real property construction taking place, the Developer must cause to provide All Risk Installation Floater Insurance to cover installation work, including improvements, betterments, and/or repairs. The Installation Floater must provide for replacement cost of materials, supplies, equipment, machinery and fixtures that are or will be part of the final project. Coverages must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

9) Builders Risk (when applicable)

When any construction, including improvements, betterments, and/or repairs to real property, is undertaken, the Developer must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery, and fixtures that are or will be part of the project. Coverage(s) must include, but are not limited to, the following: material stored off-site and in-transit; collapse; water, including leakage, overflow, sewer backup or seepage; debris removal; landscaping; and faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

10) Railroad Protective Liability (when applicable)

When, in connection with this Agreement, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, the Developer shall procure and maintain, or cause to be procured and maintained, with respect to the operations that the Developer or any Insured shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than $2,000,000 per occurrence, combined single limit, and $6,000,000 in the aggregate for

losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

11) Marine Protection & Indemnity (when applicable)

When the Developer undertakes any marine operation in connection with this Agreement, the Developer must provide, or cause to provide, Marine Protection & Indemnity coverage with limits of not less than $1,000,000 per occurrence. Coverage must include, but not be limited to: property damage and bodily injury to third parties; injuries to crew members if not provided through other insurance; damage to wharves; piers and other structures; and collision. The City of Chicago is to be named as an additional insured.

**C. Post Construction**

1) All Risk Property

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

**D. Additional Requirements**

Evidence of Insurance. The Developer must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developer must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from the Developer , its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. The Developer must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Developer for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Developer to comply with required coverage and terms and conditions outlined herein will not limit the Developer's liability or responsibility nor does it relieve the Developer of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. The Developer must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. A copy of the physical endorsements must accompany the Certificate of Insurance for

General Liability, Automobile Liability and Workers' Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Developer.

Waiver of Subrogation. The Developer hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for the Developer's insurer(s).

Developer Insurance Primary. All insurance required of the Developer under this Agreement shall be endorsed to state that the Developer's insurance policy is primary and not contributory with any insurance carrier by the City.

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

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Developer under this Agreement.

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

Insurance and Limits Maintained. If the Developer maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

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

Other Insurance obtained by the Developer. If the Developer desires additional coverages, the Developer will be responsible for the acquisition and cost.

Insurance required of Contractor and Subcontractors. The Developer must require Contractor and Subcontractors to provide the insurance required herein, or the Developer may provide the coverages for Contractor and Subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of the Developer unless otherwise specified in this Agreement. The Developer is responsible for ensuring that each Contractor and Subcontractor has named the City of Chicago as an additional insured where required, as well as specifically naming the City of Chicago as an additional insured on any endorsement form at least as broad and acceptable to the City. The Developer is also responsible for ensuring that each Contractor and Subcontractor has complied with the required coverage and terms and conditions outlined in

this Section D, Additional Requirements. When requested by the City, the Developer must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Contractors and Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit the Developer's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

SECTION 13. INDEMNIFICATION

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

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

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

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

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

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

Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) 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;

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

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

(i) the dissolution of the Developer;

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

(k) prior to the expiration of the Term of the Agreement, and except with respect to transfers of the Leasehold Estate to a mortgagee under a Permitted Mortgage or an Existing Mortgage, the sale or transfer of the Leasehold Estate or Project and/or all or substantially all of the ownership interests of the Developer without the prior written consent of the City;

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

(m) failure to provide the City with an Annual Compliance Report within sixty (60) days of when it is due, as set forth in Section 8.21.

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

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project, subject to the terms of the Ground Lease, in the amount of City Funds disbursed pursuant to the City TIF Loan, seek reimbursement of any City Funds disbursed pursuant to the City TIF Loan, and/or accelerate the City TIF Loan, as set forth in this Section 15.02 below. Notwithstanding the foregoing, the right to place a lien on the Project as described in the preceding sentence shall not apply if the Junior

Mortgage has been recorded against the Leasehold Estate pursuant to the requirements of this Agreement and remains in effect at the time of the Event of Default.

The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained in this Agreement.

Upon the occurrence of an Event of Default under Section 15.01(m), the defaulting Developer shall be obligated to pay to the City, as the City's remedy, the amount of $10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by such Developer shall not relieve the Developer of its obligation under Section 8.21.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.23, (Sustainable Development Policy), the City's remedy shall be the right to reduce the amount of City Funds by $250,000.

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

15.04 Lender and Limited Partner Notice and Cure Right. If an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to the Limited Partner and each of the lenders providing Lender Financing at the addresses in Section 17, and the Limited Partner and each of such lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such monetary default; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by the Limited Partner or any lender providing Lender Financing within such 30-day period, such period shall be extended for

such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 16. MORTGAGING OF THE PROJECT

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

(a) If a mortgagee or any other party shall succeed to the Developer's interest in the Leasehold Estate or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of the Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the Leasehold Estate specified in Section 7.02.

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

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

the Commissioner of DPD is not required for any such New Mortgage. Notwithstanding the foregoing, in the event the mortgage for the Permanent Period Loan referenced in Section 4.01 hereof is executed prior to issuance by the City of the Certificate, the City hereby consents to such Permanent Period Loan mortgage, and such Permanent Period Loan mortgage shall be deemed a Permitted Mortgage.

SECTION 17. NOTICE

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

| **If to the City**: | **If to the Developer**: |
|---|---|
| City of Chicago<br>Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, IL 60602<br>Attention: Commissioner | LeClaire Partners A-North JV LP<br>350 West Hubbard Street, Suite 500<br>Chicago, IL 60654<br>Attention: Steve Galler |
| With Copies To:<br><br>City of Chicago<br>Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, IL 60602<br>Attention: Finance and Economic Development Division | With Copies To:<br><br>Applegate & Thorne-Thomsen, P.C.<br>425 South Financial Place, Suite 1900<br>Chicago, IL 60605<br>Attention: Nicholas J. Brunick<br><br>Chicago Housing Authority<br>60 East Van Buren Street<br>Chicago, IL 60605<br>Attention: Chief Executive Officer<br><br>Chicago Housing Authority<br>60 East Van Buren Street, 12th Floor<br>Chicago, IL 60605<br>Attention: Office of the General Counsel<br><br>Bank of America, National Association<br>Community Development Banking<br>Mail Code: IL4-110-01-01<br>Bank of America Tower Chicago<br>110 North Wacker Drive<br>Chicago, IL 60606-1511<br>Attention: Stephanie Mack<br><br>Bank of America, National Association<br>Mail Code: NC1-026-06-01 |

| | |
|---|---|
| | 900 West Trade Street, Suite 650<br>Charlotte, NC 28255<br>Attention: CREB Loan Administration<br><br>Tiber Hudson, LLC<br>1340 Smith Avenue, Suite 200<br>Baltimore, MD 21209<br>Attention: Matthew M. Grant, Esq.<br><br>Cedar Rapids Bank and Trust Company<br>500 First Avenue NE<br>Cedar Rapids, IA 52401<br>Attention: Josh Burgett<br><br>Winthrop & Weinstine, P.A.<br>225 South 6th Street, Suite 3500<br>Minneapolis, MN 55402<br>Attention: Holly Stocker<br><br>Bank of America, National Association<br>MA5-100-04-11<br>100 Federal Street<br>Boston, MA 02110<br>Attention: Tax Credit Asset Manager<br>(LeClaire A-North 4%)<br><br>Holland & Knight LLP<br>10 St. James Avenue<br>Boston, MA 02116<br>Attention: Sara C. Heskett, Esq. |

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

SECTION 18. MISCELLANEOUS

18.01 Amendment. Except for changes or amendments that are otherwise expressly identified as being in the discretion of the Commissioner, this Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel

or otherwise reduce any developmental, construction or job-creating obligations of the Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by the Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by the Developer by more than ninety (90) days.

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

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to the 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 the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

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

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

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

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

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

18.09 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included in this Agreement and

the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

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

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

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

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

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

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

18.16 Force Majeure. Neither the City nor 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 under this Agreement. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section

with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if the Developer are required to provide notice under the WARN Act, the 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 the Developer has locations in the State. Failure by the Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth in this Agreement.

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

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

18.20 Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that the Developer has read such provision and understand that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code) (a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. 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.

18.21 Subordination to Declaration of Restrictive Covenants and Regulatory and Operating Agreement. Notwithstanding anything to the contrary herein contained and regarding the CHA public housing units, this Agreement shall in all respects be subordinate to the Declaration of Restrictive Covenants and the Regulatory and Operating Agreement by and

between CHA and Developer (the "R&O") executed as of the date hereof and recorded prior to the Agreement so long as the Declaration of Restrictive Covenants and the R&O are in effect.

18.22 Restore-Rebuild Conversion. The parties acknowledge that the Project is in HUD's Restore-Rebuild Program and has received the Rental Assistance Demonstration ("RAD") Conversion Conditional Approval ("RCCA") to convert the public housing units within the Project to RAD assisted units subject to certain conditions. In connection with the anticipated conversion of certain residential housing units within the Project to RAD-assisted units through HUD"S Restore-Rebuild conversion program (the "RAD Conversion"), which is anticipated to occur after the completion of construction of the Project, the City will be required to amend this Agreement and agrees to subordinate this Agreement to the RAD documents as may be required by HUD in connection with the RAD Conversion; provided that the terms of the such amendment, subordination will be in form and substance acceptable to the City in its sole discretion. Accordingly, the parties agree to work in good faith to amend the financing documents, (including without limitation, the Ground Lease, loan documents, regulatory agreements, and the Developer organizational documents) as necessary to reflect conversion to RAD assisted units and to enter into such other subordination and other agreements as are customarily required by HUD and CHA. For the avoidance of doubt, the public housing units within the Project are and will continue to be assisted under that certain Regulatory and Operating Agreement by and between the CHA and Developer and will not convert to RAD assistance unless the conditions under the RCCA are completed and approved by HUD and CHA.

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

**DEVELOPER**

**LECLAIRE PARTNERS A-NORTH JV LP,**
a Delaware limited partnership

By: _____
Name: _____
Title: _____

**CITY OF CHICAGO,**
a municipal corporation

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

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the _____ of LeClaire Partners A-North JV LP , a Delaware limited partnership ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 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 the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2025.

_____
Notary Public

My Commission Expires_____

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

*(Sub)Exhibit "A".*
(To LeClaire A-North Redevelopment Agreement)

Legal Description Of Leasehold Estate [subject to survey and title insurance]:

The leasehold estate evidenced by that certain ground lease dated _____, 2025 with a 75-year term beginning _____ and terminating _____, 2100, entered into by the Chicago Housing Authority as lessor and LeClaire Partners A-North JV L.P. as lessee, and assigned and assumed and amended by assignment, assumption and amendment of ground lease, between _____ and _____ and joined in by the Chicago Housing Authority with respect to the demised land, described as follows:

Property Address:

4809 West 44th Street
Chicago, Illinois 60638.

Permanent Identification Number ("PIN"):

_____

*(Sub)Exhibit "B".*
(To LeClaire A-North Redevelopment Agreement)

*Project Budgets (Project Budget, MBE/WBE Budget And TIF-Funded Improvements).*

Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the TIF assistance to be provided by the City is limited to $5,500,000.

Project Budget

| **Line Item** | Amount |
|---|---|
| Land Cost | 2,760,000 |
| Net Construction Costs | 54,572,908 |
| General Conditions | 3,274,374 |
| Overhead | 1,091,458 |
| Profit | 3,274,374 |
| Furniture, Fixtures, & Equip't | 431,344 |
| Building Permits | 234,072 |
| Contingency | 3,110,656 |
| Electrical & Gas | 207,744 |
| Other Infrastructure | 60,327 |
| Soil Testing | 247,124 |
| Other Environmental | 156,475 |
| Architect - Design | 2,707,798 |
| Architect - Supervision | 37,328 |
| Engineering Fees | 69,799 |
| PNA Report | 26,816 |
| Permit Expediter | 27,902 |
| As-Is Plats & Surveys | 37,500 |
| Accountant - Tax Preparation | 16,391 |
| Legal - Organizational | 664,110 |
| Legal - Syndication | 50,000 |
| Consultant - TIF | 33,934 |
| Appraisal & Market Study | 30,000 |
| Phase I Environ. Report | 21,312 |
| Phase II Environ. Report | 210,000 |
| Title & Recording Fees | 60,000 |
| Other Professional Fees | 240,578 |
| Tax Credit Issuer Fees | 41,399 |
| Application Fees | 4,000 |
| Construction Points | 433,000 |
| Perm Loan Points | 56,,750 |
| Construction Inspection | 29,875 |
| Construction Lender Lega | 120,000 |
| Bond -- Other | 1,514,424 |
| Construction Interest | 3,321,929 |
| Other Lender Fees | 971,664 |
| Builder's Risk & Owner's Liability | 251,185 |
| Other Construction Period | 200,000 |

| | |
|---|---|
| Leasing Personnel | 75,410 |
| Advertising | 47,991 |
| Other Marketing & Leasing | 40,484 |
| Developer Fee | 3,594,961 |
| Deferred Developer Fee | 1,198,321 |
| Lease-Up Reserve | 392,878 |
| Tax & Insurance Reserve | 128,951 |
| Property Tax Reserve | 56,470 |
| Operating Reserve | 829,508 |
| Replacement Reserve | 103,500 |
| Other Reserves | 0,000 |
| **Grand Total Dev Costs** | **$86,165,360** |

MBE/WBE Budget
MBE 26% Hard Costs of Construction: $14,188,956
WBE 6% of Hard Construction Costs $3,274,374

TIF -Funded Improvements
50% of the cost of construction of new housing units to be occupied by low-income households (65 ILCS 5/11–74.4 -3(q)(11(F): $19,590,792 (total residential construction cost $39,181,583)

*(Sub)Exhibit "C".*
(To LeClaire A-North Redevelopment Agreement)

*Requisition Form.*

State of Illinois )
) SS.
County of Cook )

The affiant, _____, _____ of LeClaire Partners A-North JV L.P., a Delaware limited partnership (the "Developer"), hereby certifies that with respect to the LeClaire A-North Redevelopment Agreement between the Developer and the City of Chicago dated _____, 202_ (the "Agreement"):

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

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

$_____

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

$_____

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

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

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

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

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

LeClaire Partners A-North JV L.P.,
a Delaware limited partnership.

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 202__.

_____

My commission expires: _____

---

RESTRUCTURING OF LOAN AGREEMENT WITH ARGYLE NEIGHBORHOOD DEVELOPMENT CORPORATION TO FORGIVE PRINCIPAL AMOUNT OF CITY LOAN, CONSENT TO SALE AND TRANSFER OF PROPERTY TO 907 W. ARGYLE LLC, EXTEND COMPLIANCE PERIOD FOR CERTAIN HOUSING AFFORDABILITY REQUIREMENTS AND RELEASE CURRENT BORROWER FROM LOAN AGREEMENT, CITY NOTE, CITY MORTGAGE AND REGULATORY AGREEMENT FOR PROPERTY GENERALLY LOCATED AT 907 W. ARGYLE ST.
[O2025-0017474]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance authorizing the restructuring of the loan agreement with Argyle Neighborhood Development Corporation

to forgive the principal amount of the City loan and the sale and transfer of San Miguel Apartments located at 907 West Argyle Street, located in the 48th Ward, to 907 W. Argyle LLC (O2025-0017474), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a). Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City has determined that the continuance of a shortage of affordable housing for persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City, pursuant to the HOME Investment Partnerships Program ("HOME Program"), received from the United States Department of Housing and Urban Development an allocation of funds ("HOME Funds") to make loans and grants to expand the long-term supply of affordable housing through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation in low- and moderate-income areas; and

WHEREAS, The City Council of the City (the "City Council"), pursuant to an ordinance passed on March 26, 1993, and published at pages 30218 to 30222 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, authorized the City's Department of Housing ("DOH") to extend a loan of HOME Funds in the principal amount not to exceed $2,162,013 with an interest rate of zero percent per annum and a maturity date not to exceed seventeen (17) years (the "City Loan") to Argyle Neighborhood Development Corporation, an Illinois not-for-profit corporation (the "Current Borrower"); and

WHEREAS, The Current Borrower entered into that certain Housing Loan Agreement ("Loan Agreement") dated June 15, 1993, with the City with respect to the City Loan, which was evidenced by, among other things, that certain Note ("City Note") dated as of June 15, 1993 made by the Current Borrower in favor of the City in the original principal amount of the City Loan and which was secured by, among other things, that certain Mortgage, Security Agreement and Financing Statement made by the Current Borrower in favor of the City dated and recorded on June 15, 1993 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder of Deeds") as Document Number 93464148 (the "City Mortgage"), and which was further supported by that certain Regulatory Agreement executed by the Current Borrower on June 15, 1993 and recorded with the Recorder of Deeds on such date as Document Number 93464146 (the "Regulatory Agreement"); and

WHEREAS, The Current Borrower used the proceeds of the City Loan for the rehabilitation of a multi-unit residential facility for low-income families (the "Project") located generally at 907 West Argyle Street, in Chicago, Illinois (the "Property"); and

WHEREAS, The City Council, pursuant to an ordinance passed on September 9, 2009, and published at pages 69356 to 69359 of the *Journal* for such date, authorized DOH to restructure the City Loan to the Current Borrower; and

WHEREAS, The Current Borrower entered into that certain First Amendment to Financing Documents dated and recorded on January 20, 2010, with the Recorder of Deeds as Document Number 1002044041, which amends the Loan Agreement, the City Mortgage, and the City Note to extend the maturity date of the City Loan; and

WHEREAS, The Current Borrower desires to sell and transfer the Property to 907 W. Argyle LLC (the "New Borrower"); and

WHEREAS, The New Borrower has requested and the City has indicated it is willing to forgive the City Loan, as amended; and

WHEREAS, The City desires to amend the Regulatory Agreement and the New Borrower agrees to assume all duties and obligations under such amended Regulatory Agreement; and

WHEREAS, The Current Borrower has requested that DOH consent to the sale and transfer of the Property to the New Borrower, and to the forgiveness of the City Loan, and to the New Borrower's assumption of the amended Regulatory Agreement associated with the Property; and

WHEREAS, DOH has approved the sale and transfer of the Property and the forgiveness of the City Loan and the assumption of the Regulatory Agreement (the "Restructuring") in a manner that: (1) will forgive the principal amount of the City Loan; (2) will consent to the sale and transfer of the Property to the New Borrower; (3) will consent to the assumption of the Regulatory Agreement associated with the Property; (4) will extend the compliance period for certain housing affordability requirements in the Regulatory Agreement; (5) may amend certain other compliance requirements in the Regulatory Agreement; and (6) will release the Current Borrower from its rights, duties, obligations and guaranties under the Loan Agreement, the City Note, the City Mortgage, and the Regulatory Agreement (collectively, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of Housing (the "Commissioner") or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in accordance with the Restructuring which do not substantially modify the Material Terms described herein. Each Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with the implementation of the Restructuring.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Property or the Project in connection with the Restructuring.

SECTION 4. Notwithstanding anything to the contrary contained in the Municipal Code or any other ordinance or mayoral executive order, no parties other than the owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Owner"), any legal entities that are direct owners in excess of 7.5 percent of the Owner that changed in connection with the Restructuring, and all legal entities that constitute the direct or indirect controlling parties of the Owner (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

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

RESTRUCTURING OF LOAN AGREEMENT WITH LELAND LIMITED PARTNERSHIP TO FORGIVE PRINCIPAL AMOUNT OF CITY LOAN, CONSENT TO SALE AND TRANSFER OF PROPERTY TO M-DIL PROPERTY ACQUISITION LLC, RELEASE CURRENT BORROWER FROM LOAN AGREEMENT, CITY NOTE, CITY MORTGAGE AND REGULATORY AGREEMENT AND TERMINATE CITY MORTGAGE, REGULATORY AGREEMENT AND REDEVELOPMENT AGREEMENT FOR PROPERTY GENERALLY LOCATED AT 1201 -- 1213 W. LELAND AVE.

[O2025-0017475]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance authorizing the restructuring of the loan agreement with Leland Limited Partnership to forgive the principal amount of the City loan and the release of the regulatory agreement for Leland apartments located at 1201 -- 1213 West Leland Avenue in the 46th Ward (O2025-0017475), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

WHEREAS, The City has determined that the continuance of a shortage of affordable housing for persons of low- and moderate-income is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City, pursuant to 24 C.F.R. Part 570 ("CDBG Program"), received from the United States Department of Housing and Urban Development an allocation of Community Development Block Grant funds ("CDBG Funds") to make loans and grants to expand the long- term supply of affordable housing through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation in low- and moderate-income areas; and

WHEREAS, The City Council of the City (the "City Council"), pursuant to an ordinance passed on March 31, 2004, and published at pages 20395 to 20489 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, authorized the City's Department of Housing ("DOH") to extend a loan of CDBG Funds in the principal amount not to exceed $1,632,500 with an interest rate of zero percent per annum and a maturity date not to exceed twenty-two (22) years (the "City Loan") to Leland Limited Partnership, an Illinois limited partnership (the "Current Borrower"); and

WHEREAS, The Current Borrower entered into that certain Housing Loan Agreement ("Loan Agreement") dated June 1, 2004, with the City with respect to the City Loan, which was evidenced by, among other things, that certain Note ("City Note") dated as of June 1, 2004 made by the Current Borrower in favor of the City in the original principal amount of the City Loan, and which was secured by, among other things, that certain Mortgage, Security Agreement and Financing Statement made by the Current Borrower in favor of the City dated and recorded on June 1, 2004 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder of Deeds") as Document Number 0415341202 (the "City Mortgage"), and which was further supported by that certain Regulatory Agreement executed by the Current Borrower on June 1, 2004 and recorded with the Recorder of Deeds on such date as Document Number 0415341200 (the "Regulatory Agreement"); and

WHEREAS, The Current Borrower entered into that certain Leland Apartments Redevelopment Agreement dated and recorded on June 1, 2004 with the Recorder of Deeds as Document Number 0415341196 (the "RDA"), with the City for certain City Funds (as defined in the RDA); and

WHEREAS, The Current Borrower used the proceeds of the City Loan and the City Funds for the rehabilitation of a multi-unit residential facility for low-income families (the "Project")

located generally at 1201 -- 1213 West Leland Avenue, in Chicago, Illinois (the "Property"); and

WHEREAS, The Current Borrower desires to sell and transfer the Property to M-DIL Property Acquisition LLC, an Illinois limited liability company (the "New Borrower"); and

WHEREAS, The New Borrower has requested and the City has indicated it is willing to forgive the City Loan and terminate the RDA; and

WHEREAS, The Current Borrower has requested that DOH consent to the sale and transfer of the Property to the New Borrower, and to the forgiveness of the City Loan, which forgiveness will occur prior to the transfer of the Property to the New Borrower; and

WHEREAS, DOH has approved the sale and transfer of the Property and the forgiveness of the City Loan, and the termination of the RDA (the "Restructuring") in a manner that: (1) will forgive the principal amount of the City Loan; (2) will consent to the sale and transfer of the Property to the New Borrower; (3) will release the Current Borrower from its rights, duties, obligations and guaranties under the Loan Agreement, the City Note, the City Mortgage, the Regulatory Agreement and the RDA; and (4) will terminate the City Mortgage, the Regulatory Agreement and the RDA (collectively, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of Housing (the "Commissioner") or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in accordance with the Restructuring which do not substantially modify the Material Terms described herein. Each Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable, in connection with the implementation of the Restructuring.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Property or the Project in connection with the Restructuring.

SECTION 4. Notwithstanding anything to the contrary contained in the Municipal Code or any other ordinance or mayoral Notwithstanding anything to the contrary contained in the Municipal Code or any other ordinance or mayoral executive order, no parties other than the owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Owner"), any legal entities that are direct owners in excess of 7.5 percent of the Owner that changed in connection with the Restructuring, and all legal entities that constitute the direct or indirect controlling parties of the Owner (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

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

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AMENDMENT OF ORDINANCE (SO2024-0013671) PASSED ON DECEMBER 16, 2024 BY EXTENDING DEBT RELIEF PERIOD OF VEHICLE VIOLATION OF YEAR 2025 FROM JUNE 30, 2025 TO JULY 31, 2025.

[O2025-0017891]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance amending the Vehicle Violation Debt Relief Ordinance of 2025 to extend the debt relief period (direct introduction O2025-0017891), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. On December 16, 2024, the City Council of the City of Chicago passed an ordinance, referenced as SO2024-0013671, published on pages 23004 through 23025 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date ("Revenue Ordinance"). Part 1, Article VI, SECTION 2 of the Revenue Ordinance is hereby amended by deleting the language struck through, and by adding the language underscored, as follows:

Section 2. Definitions. As used in this ordinance:

(Omitted text is unaffected by this ordinance.)

"Debt Relief Period" means the period from April 1, 2025, up to and including ~~June 30~~ July 31, 2025.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect upon passage and approval.

## TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT AND RENEWED LEASE AGREEMENT WITH CHICAGO CHILDREN'S ADVOCACY CENTER FOR CITY-OWNED PROPERTY AT 1240 S. DAMEN AVE.

[SO2025-0016725]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance authorizing the execution of a Tax Increment Financing (TIF) redevelopment agreement and a renewed lease agreement with Chicago Children's Advocacy Center, for the City-owned property located at 1240 South Damen Avenue in the 28th Ward (SO2025-0016725) in an amount not to exceed $2,009,205 in TIF funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Department of Fleet and Facility Management ("2FM") desires to make a grant (the "Grant") to the Developer named in Exhibit A (the "Grantee") for the purpose of wholly or partially funding certain costs (the "TIF-Funded Improvements") of the Project described in Exhibit A (the "Project"), in the amount and under the terms and conditions set forth in Exhibit A; and

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

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

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

WHEREAS, The City is the owner of the real property located at 1240 South Damen Avenue in Chicago, Cook County, Illinois 60608, which consists of approximately 28,000 square feet, together with an adjoining parking lot comprised of approximately 43,000 square feet (the "Property"); and

WHEREAS, The Property is improved with a building comprised of approximately 18,855 square feet (the "Building", and together with the Property, the "Premises"); and

WHEREAS, The Grantee is the city's only nonprofit organization that coordinates the efforts of child protection staff, law enforcement professionals, family advocates, medical experts, and mental health clinicians under one roof; and

WHEREAS, The Grantee leases the Premises from the City pursuant to that certain lease ("Lease") entered into by the City and Grantee and dated June 26, 2024; and

WHEREAS, The Lease permits the Grantee to use the Premises to coordinate the efforts of child protection staff, law enforcement professionals, family advocates, medical experts, and mental health clinicians at the Building (the "Permitted Use"), under the terms and conditions set forth in the Lease; and

WHEREAS, The City and the Grantee desire to amend the Permitted Use to also include the renovation of the Building, for the purpose of maximizing the use of the space in the Building to accommodate staff and service growth and to increase security, mental health space, child life services, and additional seating for the Chicago Police Department detectives that are stationed at the Building; now, therefore,

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

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

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

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

SECTION 4. The Commissioner or any successor department, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Lease ("First Amendment"), in substantially the form attached hereto as Exhibit B, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 5. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be effective as of the date of its passage and approval.

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

*Exhibit "A".*
(To Ordinance)

*Chicago Children's Advocacy Center Renovation Redevelopment Agreement.*

This Chicago Children's Advocacy Center Renovation 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 Fleet and Facility Management ("2FM"), 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**

<table>
<tr><th>Term (Agreement Section where first used)</th><th>Definition</th></tr>
<tr><td>Agreement Date (preamble)</td><td></td></tr>
<tr><td>Developer (preamble)</td><td>Chicago Children's Advocacy Center, an Illinois not-for-profit corporation</td></tr>
<tr><td>Project (Recitals)</td><td>This project is a renovation of the existing facility at 1240 South Damen Avenue. The purpose is to maximize the use of the space to accommodate the growth at the Center and to increase security, mental health space, child life services, and additional seating for the Chicago Police Department detectives that are housed at the Center.</td></tr>
<tr><td>Ordinance Date (Recitals)</td><td>[DATE OF ORDINANCE APPROVING THIS AGREEMENT]</td></tr>
<tr><td>TIF Area (Recitals)</td><td>Western/Ogden Redevelopment Project Area</td></tr>
<tr><td>Commencement Date (3.01)</td><td>August, 2024</td></tr>
<tr><td>Completion Date (3.01)</td><td>February, 2026</td></tr>
<tr><td>Estimated Project Cost (4.01)</td><td>$3,009,205</td></tr>
<tr><td>Funding Sources (4.01)</td><td><table><tr><th>Funding Source</th><th>Amount</th></tr><tr><td>Equity</td><td>$0</td></tr><tr><td>TIF</td><td>$2,009,205</td></tr><tr><td>HRSA Grant</td><td>$1,000,000</td></tr><tr><td>TOTAL</td><td>$3,009,205</td></tr></table></td></tr>
<tr><td>Trade Names (5.05)</td><td>N/A</td></tr>
<tr><td>Certificate Deadline (6.05)</td><td>THE DATE 2 YEARS AFTER THE EXECUTION OF THE RDA</td></tr>
<tr><td>Permitted Liens (12)</td><td>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.</td></tr>
<tr><td>Notice Addresses (13.14)</td><td><u>If to the Developer</u>:<br>Chicago Children's Advocacy Center<br>1240 South Damen Avenue<br>Chicago, IL 60608<br><u>Attention</u>: Michelle Swenson<br><br>with a copy to<br><br>Development Advisor:<br><br>URBAN ReSOLVE</td></tr>
</table>

| | |
|---|---|
| | 516 N. Ogden, #258<br>Chicago, IL 60642<br>Attention: Erin Lavin Cabonargi<br><br>**If to the City**:<br>City of Chicago,<br>Department of Fleet Facility and Management<br>2 North LaSalle Street, 2nd Floor<br>Chicago, IL 60602<br>Attention: Commissioner<br><br>with a copy to<br><br>City of Chicago, Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division |

| | |
|---|---|
| | 516 N. Ogden, #258<br>Chicago, IL 60642<br>Attention: Erin Lavin Cabonargi<br><br>**If to the City**:<br>City of Chicago,<br>Department of Fleet Facility and Management<br>2 North LaSalle Street, 2nd Floor<br>Chicago, IL 60602<br>Attention: Commissioner<br><br>with a copy to<br><br>City of Chicago, Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division |

**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.

**CHICAGO CHILDREN'S ADVOCACY CENTER,**
an Illinois not-for-profit corporation

By:_____
Name:
Title:

CITY OF CHICAGO

By:_____
Julie Hernandez-Tomlin, Commissioner
Department of Fleet and Facility Management

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 [Director] of Chicago Children's Advocacy Center, 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 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 Julie Hernandez-Tomlin, personally known to me to be the Commissioner of the Department of Fleet and Facility Management 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_____

**SECTION 1. RECITALS**

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

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

C. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance authorizing the Commissioner of 2FM to enter into this Agreement to fund a portion of the costs of the Project.

D. TIF Area. The Project is located in the TIF Area. Under ordinances adopted on February 5, 1998 and published in the Journal of Proceedings of the City Council of the City for such date, the City Council: (i) approved a redevelopment plan and project (the "Redevelopment Plan") for the TIF Area; (ii) designated the TIF Area as a "redevelopment project area" within the requirements of the TIF Act; and (iii) adopted tax increment financing for the TIF Area. Items (i)-(iii) were amended by ordinances adopted on July 30, 2014, February 19, 2020, and October 26, 2022 (the "Amendment(s)". Items (i)-(iii) above, as amended by the Amendments, are collectively referred to herein as the "TIF Ordinances".

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

Now, therefore, in consideration of the mutual covenants and agreements contained 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.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall have the meaning set forth in the Recitals hereof.

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

"Closing Date" 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 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 irrevocably available for the Project, in the amount set forth in the Funding Sources.

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

"Escrow Agreement" shall mean 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 2FM under Section 6.01 hereof.

"IEPA" shall mean the Illinois Environmental Protection Agency.

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

"Jobs Covenant" shall have the meaning set forth in Section 7.06 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 F hereof.

"Municipal Code" 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 2FM, in accordance with Section 4.01 hereof.

"Property" shall mean Developer's leasehold interest in the real property described on Exhibit A under its lease with the City as lessor.

"Redevelopment Plan" shall have the meaning set forth in the Recitals hereof.

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

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit D, to be delivered by Developer to 2FM 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.

"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 City Grant.

"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.

"TIF" shall have the meaning set forth in the Recitals.

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

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

"TIF Ordinances" shall have the meaning set forth in the Recitals hereof.

"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 2FM, and 2FM 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 2FM and 2FM has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings, Plans and Specifications shall be submitted to 2FM 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 2FM Approval. Any approval granted by 2FM 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 2FM pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.05 Other Approvals. Any 2FM 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 2FM'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 2FM as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to 2FM for 2FM'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 2FM's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.07 Intentionally Omitted.

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 and Sources of Funds. The cost of the Project is estimated to be $3,009,205, to be applied in the manner set forth in the Project Budget.

4.02 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

4.03 Uses of City Grant. City Grant funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements. Exhibit B sets forth, by line item, the Project Budget for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Grant funds for each line item therein (subject to the conditions described in this Agreement), contingent upon receipt by the City of documentation satisfactory in form and substance to 2FM evidencing such cost and its eligibility as a TIF- Funded Improvements.

4.04 Distribution of City Grant.

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

4.05 Intentionally Omitted.

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City Grant as described in Sections 4.04, 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 2FM with a Requisition Form, along with the documentation described therein. Developer shall meet with 2FM at the request of 2FM to discuss the Requisition Form(s) previously delivered.

4.07 Preconditions of Disbursement. Prior to disbursement of City Grant hereunder, Developer shall submit documentation regarding the applicable expenditures to 2FM, which shall be satisfactory to 2FM in its sole discretion.

4.08 Cost Overruns. If the aggregate cost of TIF-Funded Improvements exceeds the City Grant 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.

4.09 Conditional Grant. City Grant being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02. City Grant will be paid only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such grant.

**SECTION 5. CONDITIONS PRECEDENT**

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

5.01 Project Budget. 2FM 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 2FM. 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 or 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 Developer's leasehold interest in the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey.. If the Project involves any acquisition of real property, the Developer must have provided 2FM 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 Intentionally Omitted.

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 coverage.

5.10 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by 2FM's construction and compliance division.

5.11 Intentionally Omitted.

**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, 2FM 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, 2FM will issue a written statement detailing the measures which must be taken in order to obtain them.

2FM may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. 2FM 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 City Grant in connection with the Project, until the following conditions have been met:

- Evidence certified to and acceptable to 2FM of the Final Project Cost. As described in Section 4.02, the City Grant will be reduced on a pro rata basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred TIF Eligible Costs in an equal amount to, or greater than, the City Grant;
- Receipt of a Certificate of Occupancy or other evidence acceptable to 2FM that the developer has complied with building permit requirements for Project;

- Evidence acceptable to 2FM that the Project is in compliance with the Operations Covenant in Section 7.04 of this Agreement and the Occupancy Covenant in Section 7.05 of this Agreement; and
- Evidence acceptable to 2FM 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 F.

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 the right to terminate this Agreement. If this occurs, no City Grant funds will be paid to the Developer.

6.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, 2FM 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 City Grant hereunder that:

(a) Developer is a nonprofit corporation duly incorporated and validly existing in Illinois, that is exempt from income tax under Section 501(c)(3) of the Internal Revenue Code;

(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 2FM 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 2FM 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 2FM, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except lender financing as disclosed to the City; and

(k) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter

into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

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

7.03 Use of City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for TIF-Funded Improvements as provided in this Agreement.

7.04 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain its operations at the Project (the "Operations Covenant"). The 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 Term of the Agreement, to maintain that the entire 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 2FM 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 2FM. Developer's failure to timely submit the report will constitute an event of default.

7.08 Arms-Length Transactions. Unless 2FM has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of the City Grant, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement or other Project Costs, as applicable. Developer shall provide information with respect to any entity to receive the City Grant directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using the City Grant, or otherwise), upon 2FM's request, prior to any such disbursement.

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

own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the 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 2FM Financial Statements for Developer's most recent fiscal year ended before the Agreement 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 2FM 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 2FM of Developer's intent to contest or object to a Governmental Charge and, unless, at 2FM's sole option:

(i) Developer shall demonstrate to 2FM'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 2FM in such form and amounts as 2FM 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 2FM thereof in writing, at which time 2FM may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in 2FM's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which 2FM deems advisable. All sums so paid by 2FM, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to 2FM 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 2FM will evaluate whether such document may be withheld under the FOIA. 2FM, 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 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 that result from Developer's acts or omissions.

**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 2FM'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 City Grant and may seek reimbursement of City Grant. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy.

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

**SECTION 12. MORTGAGING OF THE PROJECT**

Intentionally Omitted.

**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, 2FM or the Commissioner, or any matter is to be to the City's, 2FM'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, 2FM 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 2FM 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 "B" and "G" referred to in this Chicago Children's Advocacy Center Renovation Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "A", "C", "D", "E" and "F" referred to in this Chicago Children's Advocacy Center Renovation Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To Chicago Children's Advocacy Center Renovation Redevelopment Agreement)

Common Address:

1240 South Damen Avenue
Chicago, Illinois 60608.

Property Identification Number ("PIN"):

17-19-107-017-0000.

*(Sub)Exhibit "C".*
(To Chicago Children's Advocacy Center Renovation 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 Fleet and Facility Management 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 Employers Liability coverage with limits of not less than $500,000 each accident, illness, or disease.

Automobile Liability (Primary And Umbrella).

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

*(Sub)Exhibit "D".*
(To Chicago Children's Advocacy Center Renovation Redevelopment Agreement)

*Requisition Form.*

State of Illinois )
) SS.
County of Cook )

The affiant, _____, _____ of Chicago Children's Advocacy Center, an Illinois not-for-profit corporation (the "Developer"), hereby certifies that with respect to that certain Chicago Children's Advocacy Center Renovation Redevelopment Agreement between Developer and the City of Chicago dated _____, ____ (the "Agreement"):

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

B. TIF-Funded Improvements for the Project, in the amount of $_____, have been made.

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

$_____

D. Developer requests reimbursement for the following cost of TIF-Funded Improvements:

$_____

E. [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 Agreement are true and correct and Developer is in compliance with all applicable covenants contained herein.

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

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

Chicago Children's Advocacy Center,
an Illinois not-for-profit corporation.

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 2025.

_____
Notary Public

My commission expires: _____

*(Sub)Exhibit "E".*
(To Chicago Children's Advocacy Center Renovation Redevelopment Agreement)

*Annual Compliance Report.*

Chicago Children's Advocacy Center.

Renovation Redevelopment Agreement Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report.

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), Chicago Children's Advocacy Center ("Developer") is committed to providing an annual compliance report.

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

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

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

-- Compliance with the Occupancy Covenant (Section 7.05) -- Pursuant to Section 7.05 of the RDA, the Project is required to have one hundred percent (100%) of the Project remain open, occupied, and otherwise open for business.

-- 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.

Chicago Children's Advocacy Center [Insert Date]

*(Sub)Exhibit "F".*
(To Chicago Children's Advocacy Center Renovation 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 2FM, if requested, for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the TIF-Finded Improvements in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide 2FM with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon 2FM's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to 2FM 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 2FM's request, the Developer, the General Contractor, and all subcontractors must submit to 2FM 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 nondiscriminatory 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 2FM in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of 2FM, 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 2FM, 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 2FM 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 2FM in determining the Developer's compliance with this MBE/WBE Commitment. 2FM 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 of the 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 2FM with regard to the Developer's compliance with its obligations under this Section 7.04. During this meeting, the Developer shall demonstrate to 2FM its plan to achieve its obligations under this Section 7.04, the sufficiency of which shall be approved by 2FM. During the Project, the Developer shall, upon the request of the monitoring staff of 2FM, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by 2FM, 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.

*Exhibit "B".*
(To Ordinance)

*First Amendment To Lease.*

This First Amendment to Lease (the "First Amendment") is made and entered into on or as of the ____ day of _____, 2025, by and between, the City of Chicago, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Fleet and Facility Management ("Department"), and having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, and Chicago Children's Advocacy Center, an Illinois not-for-profit corporation ("Tenant"), having offices located at 1240 South Damen Avenue in Chicago, Illinois 60608.

*Recitals.*

Whereas, The City is the owner of the real property located at 1240 South Damen Avenue in Chicago, Cook County, Illinois, consisting of approximately 28,000 square feet together with an adjoining parking lot comprised of approximately 43,000 square feet (the "Property"); and

Whereas, The Property is improved with a building addition, comprised of approximately 18,855 square feet (the "Building", and together with the Property, the "Premises"); and

Whereas, The City and Tenant have entered into that certain lease (the "Lease") dated June 26, 2024, pursuant to which the City has leased to Tenant, and Tenant has leased from the City, the Premises to be used by Tenant as the City's only nonprofit organization

that coordinates the efforts of child protection staff, law enforcement professionals, family advocates, medical experts, and mental health clinicians under one roof (the "Permitted Use"), upon the terms and conditions set forth in the Lease; and

Whereas, The City and Tenant desire to amend the Permitted Use to also include the renovation of the Building, for the purpose of maximizing the use of the space in the Building to accommodate staff and service growth and to increase security, mental health space, child life services, and additional seating for the Chicago Police Department detectives that are stationed at the Building;

Now, Therefore, In consideration of the covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Incorporation Of Recitals. The recitals set forth above constitute an integral part of this First Amendment and are incorporated here by this reference with the same force and effect as if set forth here as agreements of the parties.

Section 2. Permitted Use. The term "Permitted Use" is amended and restated to read as follows:

"Tenant shall use the Premises to coordinate the efforts of child protection staff, law enforcement professionals, family advocates, medical experts, and mental health clinicians at that location, and shall renovate the Building for the purpose of maximizing the use of the space in the Building to accommodate staff and service growth and to increase security, mental health space, child life services, and additional seating for the Chicago Police Department detectives that are stationed at the Building (collectively, the "Permitted Use")".

Section 3. Exhibit B (Environmental Requirements) of the Lease is amended to include the underlined text set forth below:

"Ongoing Environmental Requirements. Tenant shall maintain the integrity of the current parking lot and building slab and shall notify the City if any damage or defects are observed in these building systems at any time during the Lease. The Tenant shall refrain from digging or otherwise excavating any of the landscaped areas or bare soil surfaces and shall inform the City if any significant movement of soil or changes in the grade of the ground surface are observed during the duration of the Lease. Should the Tenant need to retain any contractors for work which anticipates the disturbance of the current parking lot, building slab, any landscaped areas or bare soil surfaces during the duration of the Lease, said contractors shall perform their work in accordance with an appropriate Worker Safety Plan to prevent exposure to any remaining onsite soil contamination. Tenant must abide by the terms and conditions of the Final Comprehensive Residential No Further Remediation (NFR) letter attached hereto as Exhibit 1".

Section 4. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same instrument. A telecopy or facsimile signature of any party shall be considered to have the same binding effect as an original signature.

Section 5. Full Force And Effect. Except as amended hereby, the Lease shall continue in full force and effect as the binding obligations of the City and Tenant.

In Witness Whereof, The parties have caused this First Amendment as of the day and year first above written.

Landlord:

City of Chicago.
an Illinois Municipal Corporation and home rule unit of government

By: Department of Fleet and Facility Management

By: _____
Commissioner

Tenant:

Chicago Children's Advocacy Center,
an Illinois not-for-profit corporation.

By: _____

Name: Char Rivette

Title: Chief Executive Officer

[(Sub)Exhibit 1 referred to in this First Amendment to Lease not attached for introduction.]

SECURITY ENHANCEMENT AGREEMENT WITH CHICAGO CUBS BASEBALL CLUB LLC TO RESOLVE PROPERTY DISPUTE OVER ADJOINING ALLEY TO 1088 W. WAVELAND AVE. AND TO PROVIDE SECURITY UPGRADES TO WRIGLEY FIELD AND GALLAGHER WAY.

[SO2025-0017546]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance, introduced by Alderperson Bennett Lawson (44th Ward), to enter into an agreement with the Chicago Cubs Baseball Club LLC for the Security Enhancement Project at 1088 West Waveland Avenue in the 44th Ward (SO2025-0017546), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Chicago Cubs Baseball Club LLC (the "Team") operates six parking lots near Wrigley Field: the RAV4 Lot, the Highlander Lot, the Irving Park Lot, the Prius Lot, the Corolla Lot and the Camry Lot; and

WHEREAS, The Highlander Lot (the "Property") is located at 1088 West Waveland Avenue and consists of a 60-foot wide parcel of land between West Waveland Avenue on the south, West Grace Street on the north, a 10-foot alley (the "Adjoining Alley") on the west, and improved North Seminary Avenue on the east, as legally described on Exhibit A and depicted on Exhibit B attached hereto; and

WHEREAS, The narrow width of the Adjoining Alley has made it difficult for residents of North Clifton Avenue, the block west of the Property, to get in and out of their garages, and for City trucks to access the alley to provide municipal services; and

WHEREAS, The Team's immediate predecessor in title, The Tribune Company, obtained a Quitclaim Deed to the Property in 1982 (the "1982 Deed") from the bankruptcy trustee for the Chicago, Milwaukee, St. Paul and Pacific Railroad Company; and

WHEREAS, The Team maintains its continuous use of the Property, and the facts and circumstances relating to the chain of title, including the 1982 Deed, result in fee simple title to the Property being held by Team; and

WHEREAS, The City disputes the Team's ownership claim and contends that: (i) the Property was and remains a dedicated portion of North Seminary Avenue (formerly North Stella Place); (ii) the railroad possessed an easement interest in the Property, not fee simple title; and (iii) the railroad's easement interest terminated when the railroad ceased operations in North Seminary Avenue; and

WHEREAS, Resolution of the ownership dispute would depend on a court's interpretation of plats dating to the late 1800s and the scope of railroad deeds, among other historic issues and common law principles, and both the City and the Team prefer to avoid expensive litigation with an uncertain outcome; and

WHEREAS, The City's appraised value of the Property is $5,300,000, based on a 2024 appraisal; and

WHEREAS, Professional sports teams and venues have many public benefits to cities, and Wrigley Field is one of the nation's most iconic public gathering places; and

WHEREAS, The City, the State of Illinois ("State") and the Team wish to enhance public safety at Wrigley Field, and to this end the Team has submitted a proposal to install anti-terrorism rated security bollards in the public way and other areas surrounding the ballpark and associated security enhancements (the "Public Safety Improvements" and, together with all work associated with the installation of the Public Safety Improvements, the "Security Enhancement Project"); and

WHEREAS, The Security Enhancement Project will provide enhanced security for all events at Wrigley Field and Gallagher Way, and will likely result in savings to the City through a reduction of mobilized police forces for traffic management for such events; and

WHEREAS, The Team has estimated that the Security Enhancement Project will cost approximately $32.1 Million (excluding design fees); and

WHEREAS, The State has expressed to the City a commitment to support the Security Enhancement Project by providing to the City a grant (the "State Grant") in the amount of $12 Million to fund certain City infrastructure costs, which may include the Security Enhancement Project; and if the State Grant is not used directly for the Security Enhancement Project, the City will provide $12 Million of City funds for the Security Enhancement Project in recognition of the State Grant (such City funds or the State Grant being referred to as the "State Contribution"); and

WHEREAS, The scope of work for the Security Enhancement Project includes demolition, earthwork, bollard installation, sidewalk widening on West Addison Street, light pole relocation, and associated utility work; and

WHEREAS, The Team and the City wish to fully and finally resolve the Property ownership dispute and cooperate on enhancing the security around Wrigley Field for the benefit of Chicago and its residents, and to that end the City and the Team have agreed as follows:

(a) The Team will submit to the Chicago Department of Transportation (the "Department") for the Department's review and approval a site plan, phasing plan, cost estimate, perimeter protection plan, and any other studies and documents the Department deems necessary to review and approve the Security Enhancement Project (upon approval by the Department, the "Approved Plans and Specifications").

(b) The Team will be responsible for soliciting bids for the Security Enhancement Project, hiring third-party contractors, acquiring all necessary governmental permits and approvals, coordinating phasing with the City, and completing the Security Enhancement Project consistent with the Approved Plans and Specifications (together with development of the Approved Plans and Specifications, the "Team Performance Obligation").

(c) The Team and the City will enter into an agreement outlining the terms and conditions of the construction and financing of the Security Enhancement Project and the respective roles and responsibilities of each party (the "Safety Improvements Agreement"). The Safety Improvements Agreement will require the Team to complete the Security Enhancement Project in a manner consistent with a schedule, budget, design and guaranteed maximum price ("GMP") contract approved by the Department. The Safety Improvements Agreement will also require the Team to comply with the requirements set forth in Section 2-92-650, et seq., of the Municipal Code of Chicago (the "Municipal Code") relating to the Minority- and Women-Owned Business Enterprise Construction Program, the city resident hiring requirements set forth in Section 2-92-330 of the Municipal Code, and prevailing wage requirements.

(d) The City will pay: (i) one-third of the costs of the GMP contract for the Security Enhancement Project; or (ii) $10 Million, whichever is less (the "City Contribution"), which may be funded in part with the remaining money in a fund referred to as the "CubFund," which was created pursuant to a 2004 agreement between the City and the Team, as amended and restated in 2013 (as amended and restated, the "Team Agreement"). The City will also contribute the State Contribution (the State Contribution together with the City Contribution, the "Government Contribution"). The Team will pay the balance of the costs of the Security Enhancement Project, an expected minimum of $8 Million based on the current cost estimate, including any overruns (the "Team Contribution"). The Government Contribution and the Team Contribution will be placed in escrow and the Team (or its contractors) will be paid for eligible costs incurred in completing the Security Enhancement Project on a reimbursement basis in accordance with an escrow agreement acceptable to the Department (the "Escrow Agreement").

(e) The Team will be responsible for, and will pay all costs of, the long-term maintenance and repair of the Public Safety Improvements in accordance with agreed standards ("Team Maintenance and Repair Obligation"), and the City will, at no cost to the Team, grant permission to the Team to occupy the public ways as necessary for this purpose. The City and the Team will enter into a Public Way Use and Maintenance Agreement governing the Team's repair and maintenance obligations.

(f) The Team shall release and indemnify the City from and against any claims and losses arising out of the design, construction, maintenance, condition and use of the Public Safety Improvements in accordance with customary and equitable provisions in similar public way use agreements or as otherwise agreed between the City and the Team.

(g) In exchange for the Team Contribution, the Team Performance Obligation, the Team Maintenance and Repair Obligation, and the Property Settlement Terms (as hereafter defined), the City will vacate and quitclaim to the Team, for no additional compensation, any and all City interests in and to the easternmost 56 feet of the Property, excluding the Alley Access Easement Area (as defined below), and including all areas up to the western curb of North Seminary Avenue as shown on Exhibit C (the "Team Parcel").

The vacation and quitclaim deed shall each reserve: (i) an easement to the City over the Team Parcel for continued maintenance and reconstruction of any existing utility or public service facilities located on the Team Parcel on the date of such vacation and transfer, including curb and gutter, catch basins, and sewer and water facilities; and (ii) an easement to the applicable owners of any and all electric or telephone facilities located on the Team Parcel on the date of such vacation and transfer for maintenance and reconstruction. Each of the reserved easements shall be terminable at the election of the Team effective upon the removal or relocation of such facilities to a location outside the Team Parcel which is reasonably acceptable to the owner of such facilities, at the sole expense of the Team.

(h) The Team will acknowledge in a recordable instrument reasonably acceptable to the City (the "Acknowledgement of Dedication") the dedication to the City of the westernmost four feet of the Property excluding a portion at the south end adjacent to a Team-owned building at 3701 North Clifton Avenue (such four-foot strip, the "Alley Adjacent Strip"), and grant a permanent easement to the City at the north end off West Grace Street to accommodate garbage trucks and larger vehicles (the "Alley Access Easement Area"). The Alley Adjacent Strip and the Alley Access Easement Area are depicted on Exhibit C and are collectively referred to herein as the "City Parcel".

(i) The Team will remove or relocate any and all Team improvements and equipment within the City Parcel, and will be responsible, as a one-time occurrence upon transfer of the City Parcel to the City (i.e., not in perpetuity), for all costs of paving and utility relocations or adjustments deemed necessary or appropriate to assemble the City Parcel with the Adjoining Alley (collectively, the "Alley Construction Work").

(j) The Team will release any claim to ownership of any portion of improved North Seminary Avenue lying immediately east of the Team Parcel (the "Release").

(k) The Team will acknowledge and record an instrument in a form reasonably acceptable to the City reserving and/or imposing a minimum two-foot building setback from the easterly curb line of improved North Seminary Avenue and requiring the Team to maintain the existing trees within such setback area and maintain or replace existing shrubs and other landscaping in the setback area (the "Setback Restriction," and together with the Acknowledgement of Dedication, the Alley Construction Work, and the Release, the "Property Settlement Terms").

(l) The Team will take all actions necessary and appropriate to comply with the Chicago Zoning Ordinance including obtaining a special use for their uses and activities on the Team Parcel in accordance with Section 17-10-0603-B of the Chicago Zoning Ordinance; and

WHEREAS, The City recognizes that Wrigley Field generates substantial economic benefits for the City, its residents and businesses, including job creation and increased tax revenue; 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 of the City.

SECTION 2. The Commissioner of the Department, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Safety Improvements Agreement, the Escrow Agreement, the Public Way Use and Maintenance Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of such agreements and this ordinance. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, to consummate the transactions contemplated hereby (including but not limited to any changes necessary to preserve the tax-exempt status of any City bonds the proceeds of which may be used to make payments under the foregoing agreements). The Commissioner is hereby authorized to waive such fees in connection with the Security Enhancement Project as are customarily waived in connection with comparable public infrastructure projects pursuant to Section 2-8-065(c)(1) of the Municipal Code of Chicago (the "Municipal Code").

SECTION 3. The settlement of the Property ownership dispute and the transfer of the Team Parcel to the Team in exchange for the Team Contribution, the Team Performance Obligation, the Team Maintenance and Repair Obligation, and the Property Settlement Terms are hereby approved, subject to the execution of a settlement agreement in a form acceptable to the City ("Settlement 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 Settlement Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Settlement Agreement and this ordinance. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, to consummate the transactions contemplated hereby.

SECTION 4. The Commissioner of the Department, or a designee of the Commissioner, is each hereby authorized to enter into an intergovernmental agreement with the State with respect to the State Contribution for the Security Enhancement Project (the "Intergovernmental Agreement") and to enter into a grant agreement with the Team (the "Grant Agreement"), pursuant to which the City will transfer the Government Contribution to the Team and will grant the City Contribution to the Team. The Intergovernmental Agreement(s) and the Grant Agreement shall each contain such terms

and conditions as shall be deemed by the Commissioner in the best interests of the City, including a covenant to appropriate funds for the City Contribution, if necessary.

SECTION 5. The Budget Director, or a designee of the Budget Director, is each hereby authorized to enter into an amendment (the "Amendment") to the Team Agreement with respect to the use of money in the CubFund for the Security Enhancement Project. The Amendment shall contain such terms and conditions as shall be deemed by the Budget Director in the best interests of the City.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Team Parcel to the Team in its "as is" condition.

SECTION 7. 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. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code, or part thereof, is in conflict with the provisions of this Ordinance, the provisions of this Ordinance shall control.

SECTION 8. This Ordinance shall take effect immediately upon its passage and approval.

[Exhibits "B" and "C" referred to in this ordinance printed on pages 29182 and 29183 of this *Journal*.]

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

*Exhibit "A".*

*Legal Description Of Property.*

[Subject To Final Title Commitment And Survey]

A 60-foot strip of land falling in the west half of the northeast quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, lying south of the south line of West Grace Street and north of the north line of West Waveland Avenue, being 30.00 feet on each side of the centerline of North Seminary Avenue (said avenue being 80.00 feet as originally dedicated then known as North Stella Place) in Cook County, Illinois.

*Exhibit "B".*

*Depiction Of Property.*

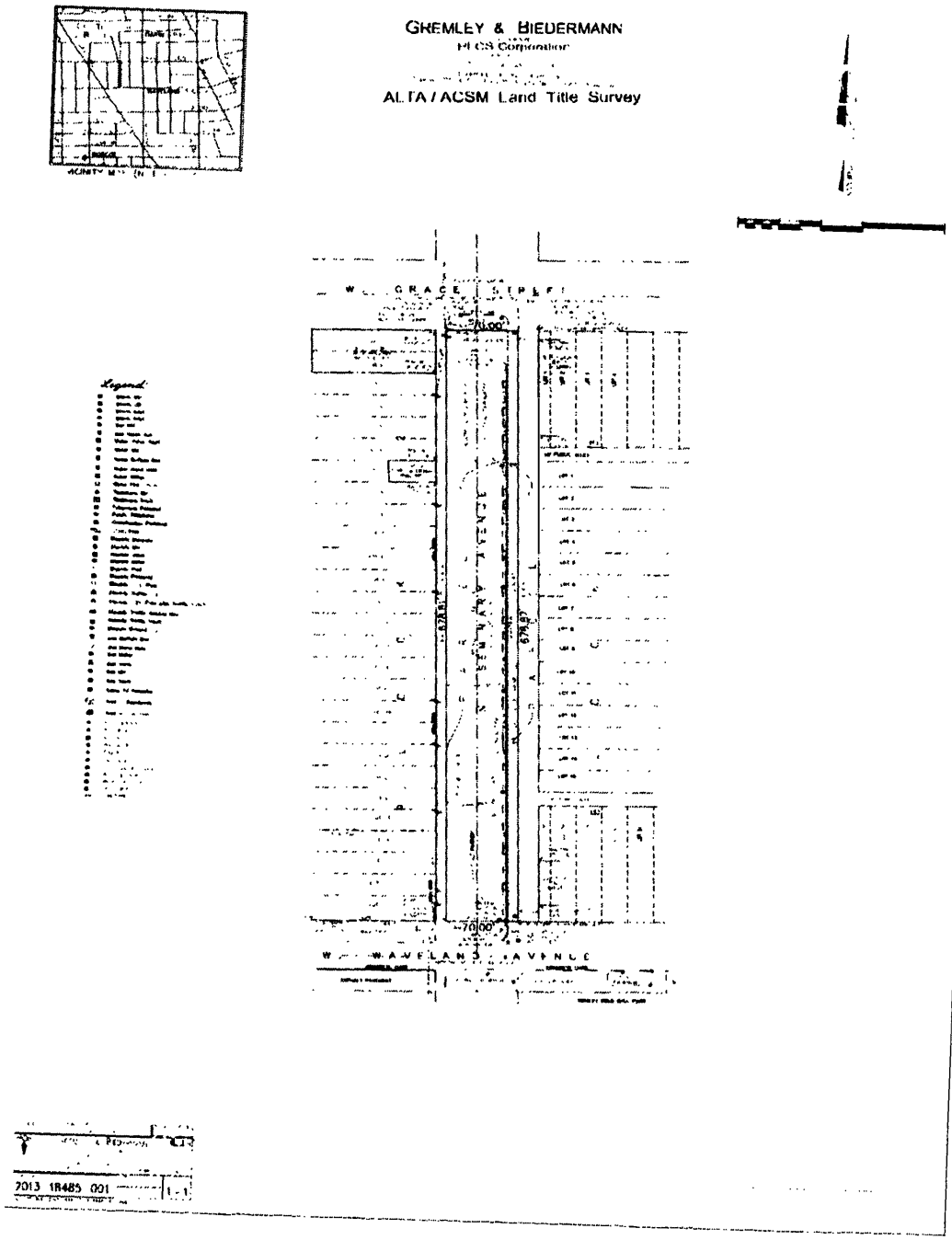
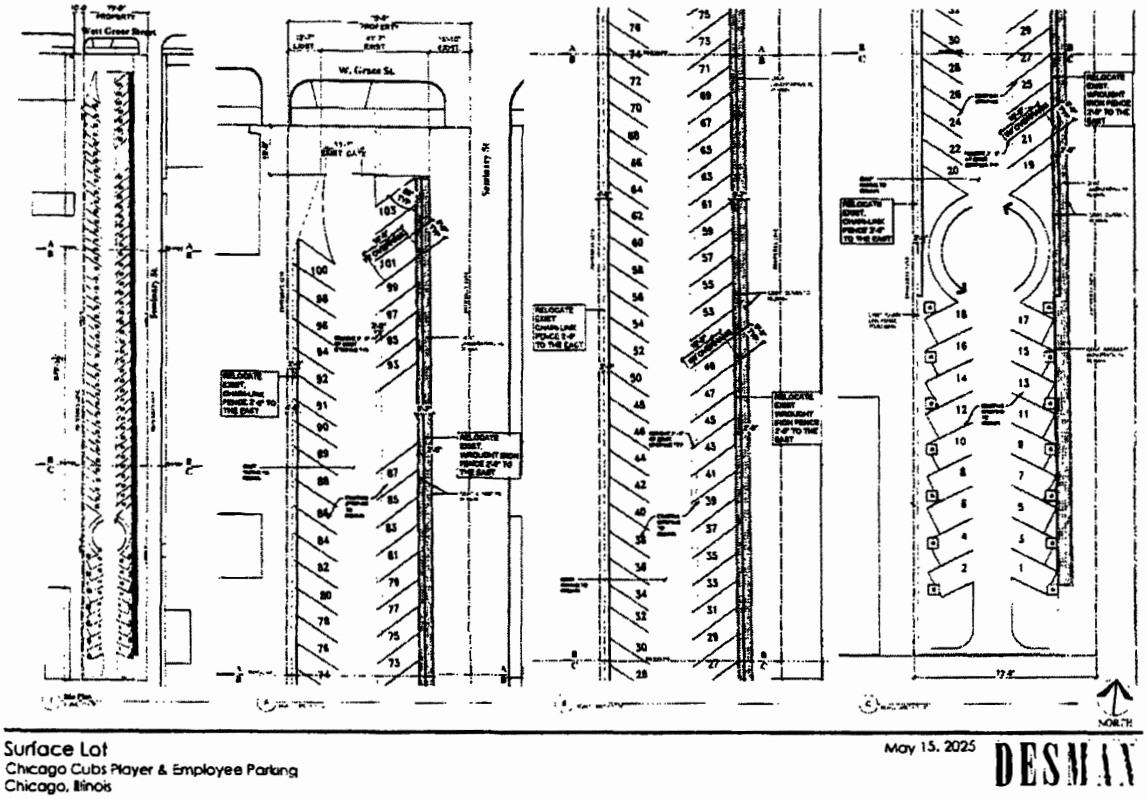


*Exhibit "C".*

*Depiction Of Team And City Parcels.*
[Subject To Final Design Changes]




Surface Lot
Chicago Cubs Player & Employee Parking
Chicago, Illinois

May 15, 2025 DESMAN

AMENDMENT OF ORDINANCE SO2024-0013659 TO EXPAND AND FUND CORRIDOR MANAGER MARKETING PROGRAM IN BRONZEVILLE PRIORITY CORRIDOR BY ADDING E. 47TH ST., FROM S. COTTAGE GROVE AVE. TO S. PRAIRIE AVE.

[O2025-0017477]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance authorizing the expansion and funding of the Corridor Manager marketing program in the Bronzeville priority corridor by adding 47th Street, from Cottage Grove to Prairie Avenue, in the 3rd Ward (O2025-0017477), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. On January 15, 2025, the City Council of the City of Chicago passed an ordinance, referenced as SO2024-0013659, published on pages 23179 through 23186 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date (the "Ordinance"). The Ordinance is hereby amended by deleting the language stricken and by inserting the language underlined as follows:

(Omitted text is unaffected by this ordinance.)

Whereas, The City desires to revise the description of an Initial Priority Corridor and to include in the Marketing Program two additional commercial corridors (together with the Initial Priority Corridors, the "Priority Corridors") listed in Exhibit A to this Ordinance, which is incorporated herewith and made a part hereof, for the purpose of receiving targeted support in order to spur economic development; and

(Omitted text is unaffected by this ordinance.)

Whereas, The City Council desires to authorize DPD to fund the Marketing Program in the Cottage Grove ~~(~~/47th Street Priority Corridor (Cottage Grove, from 42nd Street to 47th Street~~)~~ and 47th Street, from Cottage Grove to Prairie Avenue), during the 2025 Term in an amount not to exceed $100,000 from incremental taxes from the 43rd/Cottage Grove and the 47th/King redevelopment project ~~area,~~areas (in a proportion to be determined by an Authorized Officer), or any other funds legally available to the City for this purpose; and

(Omitted text is unaffected by this ordinance.)

Exhibit "A".

Amended List Of Priority Corridors.

The following are the Priority Corridors designated by the City**:

1. 47th/Ashland;

** The boundaries of the Priority Corridors shall be established by DPD, subject to modification from time to time.

2. 63rd/Halsted;

3. 79th Street (Ashland to Lowe);

4. Chicago Avenue (Austin to Cicero);

5. Chicago Avenue (Kedzie to Pulaski);

6. Cottage Grove~~/~~47th Street Priority Corridor (Cottage Grove, from 42nd Street to 47th Street and 47th Street, from Cottage Grove to Prairie Avenue);

7. North Avenue (Lowell to Kedzie);

8. Ogden Avenue (Kedzie to Pulaski);

9. 79th Street (Stony Island to Exchange);

10. Commercial Avenue (87th Street to 92nd Street);

11. 111th Street/Pullman National Monument;

12. Michigan Avenue (111th Street to 119th Street);

13. West Pullman/Halsted (95th Street to 116th Street);***

14. Woodlawn (King to Dorchester);***

(Omitted text is unaffected by this ordinance.)

Exhibit "B".

Work Responsibilities Of The Project Manager.

The Project Manager shall perform, or hire or contract with individuals or organizations to perform, some or all of the following responsibilities, as agreed to by DPD ~~under the Initial Ordinance:~~:

*** Priority Corridors added by this ordinance.

1. Provide information to property owners, businesses and other interested parties about DPD's economic development programs~~, including a new initiative around corridor signage compliance~~;

2. Oversee the marketing and branding of each Priority Corridor;

3. Attend the sessions from the program named "LISC Real Estate Development for Community Based Organizations";

4. Support at least four ~~real estate~~ site redevelopment projects per corridor to completion or to be under contract by connecting ~~project leads~~the developer of a real estate site to professional services and lenders;

5. Make meaningful progress to ~~complete focal projects pitched~~advance redevelopment of sites identified in April 2024, with this responsibility being applicable only to ~~corridor managers~~Corridor Managers participating in the program as of April 2024;

6. Identify and engage ~~minority~~ professionals (architects, graphic designers, construction and/or cost estimators, and marketing and/or branding professionals) with experience in commercial corridors similar to the Priority Corridors to help develop strategies for developing and marketing sites within the Priority Corridors; and

7. Perform such other responsibilities as may be required by DPD.

~~The~~ In addition to the responsibilities listed above, the scope of the Project Manager's responsibilities ~~hereby~~ includes the following tasks~~, in addition to the responsibilities listed above, as agreed to by DPD~~:

Task 1: Capacity Assessments. The Project Manager and its consultants will assess each corridor manager organization's capacity to ~~lead and participate in corridor development projects~~market sites for redevelopment, with a focus on board expertise and strategic vision for the Priority Corridors. The assessments will include a review of key documents, interviews with board members and organization leadership, and analysis of each organization's corridor development-related programming. The organization's participation in the assessment process will be considered a requirement for ongoing participation in the program and to gain access to resources to advance corridor project marketing goals:

1. The Project Manager will report detailing existing capacity and expertise of current corridor manager organizations to ~~take on development projects~~market sites for redevelopment in leading or supporting roles; and

2. The Project Manager will create a capacity-building workplan for the period beginning on May 1st, 2025, and ending on December 31st, 2025, to position corridor managers to be successful if they continue as such after 2025.

Task 2: Preparing Corridor Managers To ~~Take On Physical Development Projects.~~Market Sites To Prospective Businesses, Developers, And Investors For Redevelopment. The Project Manager and its consultants will lay the groundwork for corridor managers to lead and ~~support physical development and infrastructure projects.~~market sites for redevelopment. The subtasks and deliverables for this task may include:

~~1. Compile a list of feasible physical improvements on each corridor that can be completed in one year or less;~~

~~2.~~ 1. Create a list of corridor ~~assets~~real estate sites and vacancies, focusing on sites on which redevelopment could begin in one year or less;

~~3.~~ 2. Develop a framework for funding projects on redevelopment sites, including cataloging public grant and incentive timelines, coordinating with the Illinois Department of Commerce and Economic Opportunity and with Cook County, and sharing ~~the program~~information about potential projects on redevelopment sites with philanthropic and banking partners;

~~4.~~ 3. Create a rubric of minimum organizational needs for driving ~~corridor development~~projects on redevelopment sites;

~~5.~~ 4. Adapt the Project Manager's emerging developer curriculum to suit the corridor manager audience and pilot delivery of several modules; and

~~6.~~ 5. Complete a workplan outline for a new multi-year site marketing program to start in 2026, subject to City Council approval.

Task 3: Final Structure For Corridor Manager Program Starting In 2026. Building on Task 1 and Task 2, the final programmatic task is the creation of a marketing program structure and goals for the next corridor manager program. Subject to City Council approval, the next program would give the Project Manager and the corridor managers clear goals and milestones for 2026 -- 2030.

SECTION 2. This ordinance shall take effect upon its passage and approval.

SIXTY-FIFTH AMENDED AMENDING AGREEMENT TO ADMINISTRATIVE SERVICES AGREEMENT WITH SOMERCOR 504, INC. TO EXTEND PROGRAM TO FOSTER/EDENS AND LITTLE VILLAGE EAST REDEVELOPMENT PROJECT AREAS, INCREASE FUNDING TO SELECT TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREAS, AMEND SMALL BUSINESS IMPROVEMENT FUND PROGRAM RULES AND AUTHORIZE SOMERCOR 504, INC. TO CONTINUE PROVIDING ADMINISTRATIVE SERVICES.
[SO2025-0017540]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance authorizing the execution of the 65th amendment to the services agreement with SomerCor 504, Inc. to extend the Small Business Improvement Fund (SBIF) program to the Foster/Edens and the Little Village East redevelopment project areas, provide additional funding to 16 redevelopment project areas located in the 1st, 3rd, 6th, 7th, 10th, 15th, 16th, 19th, 20th, 22nd, 24th, 25th, 26th, 27th, 28th, 30th, 31st, 33rd, 34th, 35th, 36th, 37th, 39th and 45th Wards, and amend the Program Rules (SO2025-0017540), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, By an ordinance adopted by the City Council of the City ("City Council") on July 21, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") for said date at pages 8307 to 8344, inclusive (the "Program Ordinance"), the City implemented a redevelopment program known as the Small Business Improvement Fund program (the "Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas of the City; and

WHEREAS, By ordinances adopted by the City Council on November 8, 2000, and published in the *Journal* for said date at pages 43877 to 43930, inclusive (the "First Amending Ordinance") and successive amending ordinances, the most recent of which was adopted by the City Council on May 22, 2024 and published in the *Journal* for said date beginning at page 11707 (collectively with the Program Ordinance, the First Amending Ordinance and the other amending ordinances, the "SBIF Ordinance"), the City has restated and refined the Program and extended its reach to additional redevelopment project areas of the City; and

WHEREAS, The City Council now desires to extend the Program to the Foster/Edens and the Little Village East redevelopment project areas of the City (the "New TIF/SBIF Areas"), which are identified on Exhibit A attached hereto and incorporated herein, and which are not already reached under the SBIF Ordinance; and

WHEREAS, The City Council desires to authorize the Department of Planning and Development ("DPD"): (i) to fund the Program in the New TIF/SBIF Areas; and (ii) to provide additional funding to 16 redevelopment project areas that are already reached under the SBIF Ordinance, all as set forth in Exhibit B attached hereto and incorporated herein; and

WHEREAS, DPD also desires to amend the program rules for the Program ("Program Rules") and other terms of the Program to improve the operation and effectiveness of the Program; and

WHEREAS, Pursuant to the SBIF Ordinance, DPD entered into an agreement with SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), which agreement continues in full force and effect, as amended from time to time (the "Agreement"), pursuant to which SomerCor performs certain administrative services for the Program, and DPD now desires to further amend the agreement by entering into a Sixty-fifth Amending Agreement (the "Sixty-fifth Amending Agreement") to the Agreement to: (a) increase the amount of grant funds available in various redevelopment project areas, as provided by this ordinance; (b) amend the Program Rules as provided by this ordinance; and (c) authorize SomerCor to continue providing administrative services for the Program; and

WHEREAS, The City's obligation to provide funds under the Agreement and Sixty-fifth Amending Agreement may be met through: (i) incremental taxes from redevelopment project areas identified in this ordinance, as applicable; and/or (ii) any other funds legally available to the City for this purpose; now, therefore,

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

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

SECTION 2. The amounts of funding set forth in Exhibit B hereto in the column entitled "Funding Authorized By This Ordinance" are hereby appropriated from the incremental taxes of the respective redevelopment project areas that are set forth in Exhibit B hereto in the column entitled "Redevelopment Project Areas".

SECTION 3. The Program Rules for the Program are hereby amended and restated in the form attached hereto as Exhibit C and made a part hereof.

SECTION 4. All references to "Target Corridor" or "Target Corridors" in the SBIF Ordinance, the Agreement or the Program Rules, or as shown on maps and drawings related thereto, are hereby terminated for purposes of new applications and other new actions in connection with the Program.

SECTION 5. SomerCor is hereby authorized to continue to administer the Program, subject to the supervision of DPD.

SECTION 6. The Commissioner of Planning and Development or a designee are each hereby authorized, with the approval of the City's Corporation Counsel as to legal form, to negotiate, execute and deliver the Sixty-Fifth Amending Agreement between SomerCor and the City substantially in the form attached hereto as Exhibit D and made a part hereof, and such other supporting documents as may be necessary to carry out and comply with the provisions of the Sixty-Fifth Amending Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Sixty-Fifth Amending Agreement.

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

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

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

*Exhibit "A".*
(To Ordinance)

*Descriptions Of Two New SBIF Areas.*

1. The following TIF Area was created pursuant to the three ordinances listed below:

   All enacted on February 28, 2018: (1) "An ordinance of the City of Chicago, Illinois, approving a Redevelopment Plan for the Foster/Edens Redevelopment Project Area"; (2) "An ordinance of the City of Chicago, Illinois, designating the Foster/Edens Redevelopment Project Area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An ordinance of the City of Chicago, Illinois, adopting Tax Increment Allocation Financing for the Foster/Edens Redevelopment Project Area".

2. The following TIF Area was created pursuant to the three ordinances listed below:

   All enacted on April 22, 2009: (1) "An ordinance of the City of Chicago, Illinois, approving a Redevelopment Plan for the Little Village East Redevelopment Project Area"; (2) "An ordinance of the City of Chicago, Illinois, designating the Little Village East Redevelopment Project Area as a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An ordinance of the City of Chicago, Illinois, adopting Tax Increment Allocation Financing for the Little Village East Redevelopment Project Area".

*Exhibit "B".*
(To Ordinance)

*New And Additional Funding.*

| Redevelopment Project Areas | Funding Authorized By This Ordinance ($) | Funding Authorized By Previous Ordinance ($) | Funding Authorized By This Ordinance And Previous Ordinance Totals ($) |
|---|---|---|---|
| 111th/Kedzie | $500,000 | $2,750,000 | $3,000,000 |
| 47th/Halsted | $1,500,000 | $2,000,000 | $3,500,000 |
| 67th/Wentworth | $700,000 | $2,625,000 | $3,325,000 |
| 95th/Western | $250,000 | $1,050,000 | $1,300,000 |
| Belmont/Central | $1,000,000 | $5,700,000 | $6,700,000 |
| Central West | $500,000 | $1,000,000 | $1,500,000 |
| Commercial Ave | $1,250,000 | $3,500,000 | $4,750,000 |
| Elston Armstrong | $1,000,000 | $2,450,000 | $3,450,000 |
| Ewing Ave | $250,000 | $1,800,000 | $2,050,000 |
| Foster Edens | $750,000 | $0 | $750,000 |
| Fullerton/Milwaukee | $1,000,000 | $9,700,000 | $10,700,000 |
| Kennedy/Kimball | $1,000,000 | $1,500,000 | $2,500,000 |
| Kinzie Industrial Corridor | $1,000,000 | $16,000,000 | $17,000,000 |
| Little Village East | $500,000 | $0 | $500,000 |
| Northwest Industrial Corridor | $2,000,000 | $9,500,000 | $11,500,000 |
| Pulaski | $2,000,000 | $5,000,000 | $7,000,000 |
| Western/Ogden | $1,500,000 | $2,500,000 | $4,000,000 |
| Western/Rock Island | $500,000 | $2,450,000 | $2,950,000 |

*Exhibit "C".*
(To Ordinance)

*Amended And Restated Program Rules.*

City Of Chicago
Department Of Planning And Development
Small Business Improvement Fund (SBIF)
Program Rules.

The City of Chicago's Small Business Improvement Fund is a TIF program which will reimburse building owners or tenants, as applicable, for eligible investments which preserve building stock, improve neighborhood appearance or economic value, and enable businesses to stay in the neighborhood, remain competitive, or even expand within the TIF District.

Funding.

-- Grants only, in the form of reimbursement, to the person or legal entity who incurred the costs of the eligible improvements.

-- Each Property shall be eligible to receive the Maximum Program Assistance no more than every three years. "Property" shall mean: (1) a building regardless of whether it has multiple addresses or permanent index numbers ("PINs"); and/or (2) contiguous parcels under Common Ownership, regardless of whether they have multiple addresses or PINs. A building or multiple parcels under Common Ownership shall mean having an ownership interest by the same person or legal entity of 7.5 percent or more.

-- Applicants whose eligibility is established by being Industrial businesses currently employing a maximum of two hundred (200) full-time equivalent employees under the Eligible Applicant requirements are entitled to funding up to 50 percent of eligible costs.

-- Applicants whose eligibility is established by the Net Worth Requirements under the Eligible Applicant requirements are entitled to funding in the following manner:

a. up to ninety percent (90%) of eligible costs if the Applicant demonstrates a net worth less than $3,000,000.

b. up to sixty percent (60%) of eligible costs if the Applicant demonstrates a net worth equal to or greater than $3,000,000, but less than $6,000,000.

c. up to thirty percent (30%) of eligible costs if the Applicant demonstrates a net worth equal to or greater than $6,000,000, but less than $9,000,000.

-- Applicants whose eligibility is established by the Annual Sales Requirement under the Eligible Applicant requirements are entitled to funding in the following manner:

a. up to ninety percent (90%) of eligible costs if the Applicant demonstrates annual sales totaling less than $3,000,000.

b. up to sixty percent (60%) of eligible costs if the Applicant demonstrates annual sales totaling equal to or greater than $3,000,000, but less than $6,000,000.

c. up to thirty percent (30%) of eligible costs if the Applicant demonstrates annual sales totaling equal to or greater than $6,000,000, but less than $9,000,000.

-- The Maximum Program Assistance shall be: (i) less than Two Hundred Fifty Thousand Dollars ($250,000) maximum assistance per industrial Property; (ii) less than Two Hundred Fifty Thousand Dollars ($250,000) maximum assistance per industrial Property occupied by multiple owners or tenants, provided that no individual Applicant shall receive assistance greater than One Hundred Thousand Dollars ($100,000); (iii) less than One Hundred Fifty Thousand Dollars ($150,000) maximum assistance per commercial Property occupied by a single owner or tenant; or (iv) less than Two Hundred Fifty Thousand Dollars ($250,000) maximum assistance per commercial Property occupied by multiple owners or tenants, provided that no individual Applicant shall receive assistance greater than Seventy-five Thousand Dollars ($75,000). Applicants may receive one or more grants up to the Maximum Program Assistance. Once an Applicant has received the Maximum Program Assistance, the Applicant shall not be eligible to reapply for another Program grant for the same Property until three years from the date on which it receives final payment for the preceding Program grant(s), provided it has met DPD's guidelines and procedures regarding re-application. Applicants who have received a Program grant for one Property shall not be excluded from applying for Program grants for another Property.

-- Applicants selected by lottery; a waiting list will be created, if needed. Any waiting list created shall expire two (2) years after the date of its creation. Any applicant placed on the waiting list shall remain on the list until the waiting list expires or the applicant receives a grant, withdraws from the waiting list or is otherwise determined to no longer be eligible under the Program to receive a grant.

-- The maximum grant any Property would be eligible to receive under the Program shall be reduced dollar for dollar by: (i) any Direct City Financial Assistance from any other program for the Property within three (3) years before the date of the application; (ii) any Direct City Financial Assistance currently being received for such Property; or (iii) any Direct City Financial Assistance that the City has agreed to provide to such Property at any time in the future pursuant to a written contract (except for "gap" financing for the Project that is disclosed at the time the Application is first filed). "Direct City Financial Assistance" shall mean financial assistance directly provided by the City but shall not include any funds received pursuant to a contract for goods and services, a Delegate Agency Grant Agreement, or the "TIF Works" or "Workforce Solutions" Programs.

-- All applicants for commercial properties who are approved for a grant of $25,000 or greater shall be required to make at least one exterior improvement using at least ten percent (10%) of the maximum amount of their approved grant, including but not limited to, façade repair, windows and doors, and other exterior improvements eligible under the Program subject to DPD approval. All such exterior improvements shall be consistent with the Chicago Ground Floor Commercial Design Guidelines, when applicable. At DPD's sole discretion, such requirement may be waived if the applicant can demonstrate to DPD's satisfaction that no exterior improvements are needed because improvements have been recently completed or the exterior features of the building have been well-maintained and are consistent with the Ground Floor Commercial Design Guidelines.

-- SBIF applications and SBIF grants are non-transferable between Applicants and/or Properties. Potential Applicants who wish to apply for SBIF funds for more than one Property must submit separate applications for each Property. DPD may waive these requirements in its sole discretion.

Eligible Applicants.

-- Property owners that have an ownership interest in a commercial business, located on the property to be improved, with a maximum average annual sales of Nine Million Dollars ($9,000,000) for the past three (3) years, or a business plan for a new business showing the same level of projected maximum average annual sales for three (3) years (the "Annual Sales Requirement"). Property owners that would otherwise be evaluated for eligibility under the Annual Sales Requirement but lease any part of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined herein).

-- Industrial businesses currently employing a maximum of two hundred (200) full-time equivalent employees. Property owners of industrial businesses currently employing a maximum of two hundred (200) full-time employees. Property owners that would otherwise be evaluated for eligibility under this paragraph, but lease more than 50 percent of the property to one or more entities in which they do not have an ownership interest are to be evaluated for eligibility under the Net Worth Requirement (defined herein).

-- Property owners who conform to maximum net worth and liquidity requirements total net worth of no more than Nine Million Dollars ($9,000,000), and total liquidity of no more than Five Hundred Thousand Dollars ($500,000) per individual owner or entity, and who lease space to eligible commercial or industrial tenants.

-- Tenants that meet the Annual Sales Requirement, have a leasehold interest in the property they would like to improve pursuant to a lease agreement with the property owner and have express prior property owner approval to make specific improvements. The property owner's eligibility will not be a requirement for the Tenant's eligibility.

-- Qualified building owners who seek to attract eligible new commercial or industrial tenants to vacant space.

-- Businesses which are Not eligible include, but may not be limited to: national chain businesses and franchise businesses (as defined by DPD); branch banks; day labor employment agencies; currency exchanges; pay day or title secured loan stores; pawn shops; fortune telling services; liquor stores, taverns, bars, (except pursuant to the rules stated below); hotels or motels; adult uses; private clubs; not-for-profit social clubs; not-for-profit organizations that have a national affiliation; start-up banquet halls (i.e., been in business for less than one calendar year); track wagering facilities; K-12 schools; gas stations; firearms dealers; firearms ranges; places of worship; smoke shops/cigar lounges; tobacco dealers, including sales of tobacco, nicotine, or similar products and accessories; residential storage warehouses; trailer-storage yards; and junk yards, or any uses similar to those listed.

-- Not-for-profit organizations that are not of the types listed above as not being eligible for SBIF funding may apply for grants. Eligibility criteria and rules are the same for not-for-profit organizations and for-profit organizations, except for the documents required to determine eligibility. For not-for-profit organizations, revenues will be reviewed using tax returns and income statements. Net worth and liquidity will be reviewed using the organization's balance and bank statements. Restricted grants and income unrelated to the Property will be considered to determine the organization's net worth and liquidity including, but not limited to, residential rents, memberships, donations, grants, and ticket sales. In place of business or Property owners, checks will be performed on the members of the board of directors of not-for-profit applicants to ensure that they are not indebted to the City and that they are in compliance with child support laws. DPD reserves the right, in its discretion, to ask for additional or different documentation than listed above to determine the eligibility of a not-for-profit organization.

-- Religious organizations that operate an industrial or commercial business may be eligible for a Program grant provided that an authorized officer signs an affidavit stating that: (a) the room or space that the SBIF funds will be used to acquire, improve or rehabilitate is not its primary place of worship; (b) SBIF funds will be used only for those portions of the acquisition, improvement or rehabilitation of the premises that are attributable to business activities described in its application; and (c) If in the future it uses the premise for inherently religious activities it will reimburse the City for the present value of the improvements, in an amount not to exceed the grant of SBIF funds.

-- DPD, in its sole discretion, may deny new applications on the basis of past experience with the Applicant or Property involving misrepresentation, non-compliance with the requirements of the Program, or similar issues. Additionally, in the event of a major change to a project, such as a change in construction plans, unforeseen damage to the building, or, for start-up businesses, a change in the business plan, DPD may remove the project from the Program in its sole discretion.

-- Rules for Taverns and Bars: Taverns and bars shall be defined as those businesses holding a "Tavern License" as defined by Chapter 4-60 of the Municipal Code of Chicago. An Applicant that is a bar or tavern at the time its Application is submitted and has held a valid license as such and been in business under said license for a minimum of two calendar years, may be approved by DPD to receive a grant under the Program. An Applicant, at the time its Application is submitted, that has not held a tavern license and been in business as a tavern/bar for at least two calendar years shall not be eligible for funding under the Program, including any Applicant that has purchased a Tavern License. As part of its application, each Applicant shall list its full and complete legal business name and any "DBA" names, its operating address, and beginning date of business or Tavern License ownership. DPD will provide each Application to the City's Department of Business Affairs and Consumer Protection ("BACP") to vet each Applicant in regard to pending license discipline cases and community meetings for public nuisance issues. After such vetting, DPD, in consultation with BACP, will determine whether each Applicant is designated as eligible for funding under the Program. DPD's determination shall be made in its sole discretion and shall be final.

-- Property owned or leased by the any local, state or federal government entity including, but not limited to, the City of Chicago, the Chicago Housing Authority, the Chicago Public Schools, the Chicago Park District, etc., and any tenants of such property, are not eligible to receive SBIF funding.

-- City of Chicago employees and elected officials, if otherwise eligible to receive SBIF funding under the SBIF Ordinance, may not receive more than $1,000 per calendar year from the SBIF Program unless either the Commissioner of Planning and Development or Commissioner of Housing designate such employees or officials as "eligible", or the City Council adopts an ordinance exempting City employees and officials from this restriction.

-- No owner or tenant of a Property shall be eligible to apply to the SBIF Program or receive a Program grant if there are Lis Pendens, pending litigation, or a code enforcement action affecting the title to the Property or the viability of the proposed project, or if there are current injunctions, foreclosure actions, or liens, including but not limited to mechanic's liens, tax liens or judgment liens, recorded against the Property. For any application received on or after October 16, 2022, DPD may determine such Property eligible in its sole discretion for any foreclosures or delinquent payments. DPD's determination shall be final.

Special LaSalle Central Rules.

Notwithstanding anything to the contrary in the Program Rules, the following rules shall apply to the implementation of the Program in the LaSalle Central Area.

(a) The Maximum Program Assistance shall be no greater than $250,000 per Project and no greater than $1,000,000 per Property.

(b) The Maximum Program Assistance may be increased by $50,000 for an Applicant from a "Qualifying Low- or Moderate-Income Neighborhood" identified in Exhibit 9 of this Agreement that is opening an additional location in the LaSalle Central TIF.

(c) An Applicant is eligible for reimbursement of up to 90 percent of Eligible Costs incurred for the Project, in an amount not to exceed the Maximum Program Assistance.

(d) There shall be no limits on the Net Worth, Liquidity or Annual Sales for Applicants.

(e) Only improvements (interior or exterior) on the ground floor of a building will be eligible for reimbursement.

(f) Projects that expand above or below from the ground floor may be considered for funding in DPD's sole discretion.

(g) For an Applicant that is the Property owner to be eligible for reimbursement, 100 percent of the building square footage subject to the SBIF grant must be leased and occupied.

(h) No Property is eligible to receive Grant Funds under the Program if the Property has received: (i) any Direct City Financial Assistance (as defined in the Program Rules) from the City for the Property within three (3) years before the date of an application; (ii) any Direct City Financial Assistance currently being provided to such Property; or (iii) any Direct City Financial Assistance that the City has agreed to provide to such Property at any time in the future pursuant to a written contract.

All other rules and requirements of the Program not in conflict with these Special LaSalle Central Rules shall apply to all applications received for Grant Funds in the LaSalle Central Area.

Vacant Property.

Reimbursement for vacant properties will require one hundred percent (100%) lease-up of the portion of the property subject to the SBIF grant with a qualified tenant.

Eligible Costs.

Any TIF-eligible improvement which permits a building owner to attract new commercial or industrial tenants, allows an eligible business owner to maintain or expand operations, or contributes to the improved appearance and viability of a property may be funded by the Program. This includes, at DPD's discretion, funding for the rehabilitation, remodeling or renovation of improvements including, but not limited to, the following:

-- roof and facade;

-- components of signs or awnings which are permanently affixed to the building;

-- alterations or structures needed for ADA compliance (e.g., railings or ramps);

-- HVAC and other mechanical systems;

-- plumbing and electrical work;

-- certain project-related architectural and construction management fees related to the project;

-- the purchase of adjacent land parcels for purposes of expansion or parking;

-- solar panels;

-- the cost of an energy audit that recommends measures to improve the energy efficiency of a building may be included as a rehabilitation cost to the extent that:

(a) the building renovations undertaken pursuant to such recommendation promote energy efficiency and resource conservation (e.g., the installation of low-flow plumbing fixtures or energy-efficient HVAC systems, the use of building materials made with a high degree of recycled content or renewable or non-toxic substances, installation of energy efficient lighting systems); and

(b) the cost of the energy audit does not exceed 10 percent of the project budget;

-- permanent interior renovations, including fixtures; and

-- environmental remediation inside, under, or directly adjacent to a building undergoing a SBIF-funded renovation project if the remediation is directly related to the renovation project.

The following items are not eligible for reimbursement, and therefore will not be counted toward total project cost (this is not an exhaustive list):

-- new construction;

-- minor repairs or improvements such as painting or cleaning;

-- equipment-related expenses;

-- planters surrounding or affixed to buildings;

-- outdoor dining or drinking areas including roof decks, beer gardens, outdoor patios, balconies, awnings, porches and decks;

-- fencing including pergolas, trellises, arbors, privacy screens and similar structures;

-- parking lot construction or repair;

-- landscaping;

-- work on the interior of residential units; and

-- work, in DPD's sole determination, that is not consistent with the goals of this Program or the redevelopment priorities of the relevant TIF area, including, projects that do not conform with the uses and goals defined in the governing Redevelopment Plan for the relevant TIF area.

Energy Efficiency Requirement.

All industrial applicants shall be required to purchase products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency. The applicant is encouraged to visit energystar.gov for complete product specifications and updated lists of qualifying products.

Design Requirements.

In order to receive funding, projects must conform to design requirements including meeting DPD's Ground Floor Commercial Design Guidelines, when applicable. Projects shall also comply with any applicable design guidelines and additional neighborhood requirements as described in guidelines, style guides, community plans and other planning documents associated with the TIF area and neighborhood in which the Property is located. Applicants are strongly advised to consult with SomerCor and design professionals on design requirements and guidelines before drawing up plans for work. Work which is potentially damaging to the building, such as use of incorrect tuckpointing materials, will not be reimbursed. Plans must be submitted to SomerCor for design approval prior to beginning construction, or the project will be automatically disqualified. DPD will work with applicants on mutually agreeable design changes and/or enhancements to their projects.

Compliance.

-- Checks will be performed on all applicants prior to project approval to ensure that they are not indebted to the City and that they are in compliance with child support laws. Any Applicant who enters into a payment plan with the City for its debts shall be in compliance with its plan in order to receive any reimbursements, including when the Project is completed.

- -- Applicants must obtain all permits required for project completion prior to commencing construction and must provide proof of permits or permit applications to SomerCor within 120 days of being approved for a SBIF grant.

- -- In cases where no person or legal entity has ownership of 7.5 percent or more of the business or property, all owners/entities must provide personal financial information to SomerCor to ensure that they are not indebted to the City and that they are in compliance with child support laws.

- -- Any grantee that is a commercial landlord must provide evidence that it has leased 100 percent of the building square footage that is subject to the SBIF grant before reimbursement may be made.

- -- Each applicant will sign an Economic Disclosure Affidavit.

- -- Grantees will be required to sign an affidavit certifying that they will maintain an active licensed business within the Property and will not relocate, sell the Property or sell the business or Property ownership entity (as applicable) for not less than three (3) years following disbursement of funds under the Program. In the event of vacancy, relocation, or sale of the property or business during the three (3) year compliance period, the Grantee shall reimburse the City of Chicago for the full amount of the SBIF grant. Requirement may be waived at DPD's sole discretion.

- -- In cases of SBIF reimbursement for land purchase, proof of land ownership will be required before reimbursement may be made.

Time Limits.

Each stage of the program has a time limit by which Applicants must complete the requirements. Each stage must be completed before the application may move to the next stage. Unless SomerCor or DPD has granted an extension of time, Applicants who do not complete each stage by the stated deadline will be disqualified.

DPD may shorten stage timelines and deny extensions due to impending TIF expirations. In all cases, projects must be completed and paid for, and documentation accepted and approved by SomerCor, prior to the TIF expiration date.

- -- Stage 1 -- Applicant Eligibility Review -- Applicant responds to request to determine eligibility and supplies any missing information to complete their application: twenty (20) days. Applicants must provide proof of site control for the project property, including a deed or executed lease agreement, by the deadline to complete Stage 1 of the application, subject to DPD's discretion.

- -- Stage 2 -- Project Eligibility Review -- Plans, bids, and specs, are obtained, debts are cured: one hundred twenty (120) days.

- -- Stage 3 -- Project Approval and Construction - Construction is completed or land is purchased: ten (10) months.

-- Stage 4 -- Proof of Financing and proof of permit or permit application (concurrent with 10-month construction phase). Applicant shall provide evidence to the satisfaction of DPD within one hundred twenty (120) days following the date of the commitment letter that it has sufficient funds and a permit or permit application to complete the approved project. Evidence of financing may include, but is not limited to, proof of commitment from a financial institution for a loan or line of credit or financial statements that demonstrate that the applicant currently has sufficient equity to complete the project, at least 50 percent of the funds needed to cover total project costs. Evidence of permits includes proof of permits or permit applications.

A maximum of two (2) extensions may be granted with DPD approval in the case of unavoidable delay due to extraordinary circumstances. DPD (not SomerCor) also may on a case-by-case basis grant a Grant-Eligible Application an additional amount of time to complete any Program requirement. In such case, DPD shall have discretion to determine the appropriate length of the extension.

Technical Assistance.

-- Grantees will have access to technical assistance to aid them in selecting contractors, obtaining bids, and drawing up proper work contracts.

-- Grantees are not permitted to act as their own General Contractor.

Minority-/Women-Owned Businesses (M/WBE).

A directory of City of Chicago certified M/WBE contractors will be provided to all eligible applicants to encourage the hiring of such contractors under the program.

Effective Date Of Program Rules.

These Program Rules shall be applicable to all projects that apply for funding on or after _____, 2025 [Date of adoption of 65th Amending Ordinance]. Applications received prior to this date shall be governed by the version of the Program Rules applicable on the date the application was submitted for such project.

*Exhibit "D".*
(To Ordinance)

*Sixty-Fifth Amending Agreement To Administrative Services Agreement.*

This Sixty-Fifth Amending Agreement to Administrative Services Agreement (the "Agreement") is made this _____ day of _____, 2025, by and between the

City of Chicago, a municipal corporation and home rule unit of local government existing under the 1970 Constitution of the State of Illinois (the "City"), acting through its Department of Planning and Development ("DPD"), and SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor") whose office address is 209 South LaSalle Street, Suite 203, Chicago, Illinois 60604.

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

Whereas, By ordinances adopted by the City Council of the City on July 21, 1999 and on November 8, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said dates at pages 8307 to 8344, inclusive, and pages 43877 -- 43930, inclusive, respectively (the "SBIF Ordinances"), the City implemented and amended a redevelopment program known as the Small Business Improvement Fund program (the "SBIF Program") to provide financing assistance pursuant to the Act for the improvement of commercial and industrial facilities of small businesses in certain redevelopment project areas ("TIF Areas") in the City; and

Whereas, The City Council, under the SBIF Ordinances, authorized DPD to enter into agreements with SomerCor, and DPD and SomerCor entered into one agreement on September 22, 1999 ("First SomerCor Agreement") and another agreement on March 12, 2001 ("Second SomerCor Agreement"), to administer the SBIF Programs on behalf of the City; and

Whereas, In multiple ordinances adopted by the City Council, the most recent of which was adopted on _____, 2025 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for said date starting at page _____ (the "Sixty-Fifth Amending Ordinance"), the City Council authorized DPD to enter into agreements with SomerCor amending the First SomerCor Agreement and the Second SomerCor Agreement to make various changes to the administration of the SBIF Program; and

Whereas, The Sixty-Fifth Amending Ordinance authorized DPD to enter into an agreement with SomerCor to allocate new funding to two existing areas and to allocate additional funding to 16 existing areas, and amend some of the rules and requirements of the SBIF Program, and DPD and SomerCor now desire to enter into such an agreement, which will amend the Second SomerCor Agreement (the "Sixty-Fifth Amending Agreement");

Now, Therefore, In consideration of the mutual promises and covenants set forth below, the parties hereto agree as follows:

*Article I.*

*Incorporation And Recitals.*

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

*Article II.*

*Reaffirmation Of Representations, Warranties And Covenants.*

SomerCor reaffirms each and every representation, warranty and covenant made in Article III of the Second SomerCor Agreement. SomerCor reaffirms that it has insurance in force that conforms to the requirements of Section 4.8 of the Second SomerCor Agreement.

*Article III.*

*Amendments To Second SomerCor Agreement.*

1. The Second SomerCor Agreement, as amended, is further amended, as follows:

(a) substitute the entire text of Exhibit 1 regarding Program Rules with the text contained in Exhibit C attached to the Sixty-Fifth Amending Ordinance.

(b) Section 4.8 of the Agreement is amended to update the insurance requirements and to increase the minimum liability insurance limits as set forth in (Sub)Exhibit 3, attached and incorporated hereto.

(c) Section 4.11 of the Agreement is amended by deleting the existing text thereof and inserting the following:

"Section 4.11. Revised Special Rules Applicable to the LaSalle Central Area.

Notwithstanding anything to the contrary in this Agreement or the Program Rules, the parties agree that the following rules shall apply to the implementation of the Program in the LaSalle Central Area (the "Revised Special LaSalle Central Rules"), which Revised Special LaSalle Central Rules supersede any prior Special LaSalle Central Rules:

(i) the Maximum Program Assistance shall be no greater than $250,000 per Project and no greater than $1,000,000 per Property.

(ii) the Maximum Program Assistance may be increased by $50,000 for an Applicant from a "Qualifying Low- or Moderate-Income Neighborhood" identified in Exhibit 9 of this Agreement that is opening an additional location in the LaSalle Central TIF.

(iii) an Applicant is eligible for reimbursement of up to 90 percent of Eligible Costs incurred for the Project, in an amount not to exceed the Maximum Program Assistance.

(iv) there shall be no limits on the Net Worth, Liquidity or Annual Sales for Applicants.

(v) only improvements (interior or exterior) on the ground floor of a building will be eligible for reimbursement.

(vi) Projects that expand above or below from the ground floor may be considered for funding in DPD's sole discretion.

(vii) for an Applicant that is the Property owner to be eligible for reimbursement, 100 percent of the building square footage subject to the SBIF grant must be leased and occupied subject to DPD's sole discretion.

(viii) no Property is eligible to receive Grant Funds under the Program if the Property has received: (i) any Direct City Financial Assistance (as defined in the Program Rules) from the City for the Property within three (3) years before the date of an application; (ii) any Direct City Financial Assistance currently being provided to such Property; or (iii) any Direct City Financial Assistance that the City has agreed to provide to such Property at any time in the future pursuant to a written contract.

(ix) All other rules and requirements of the Program not in conflict with these Special LaSalle Central Rules shall apply to all applications received for Grant Funds in the LaSalle Central Area."

(c) amend the text in Exhibit 5 thereof to provide new maximum amounts of funds for the New TIF Areas and the Existing TIF Areas as set forth in (Sub)Exhibit 1 attached hereto and incorporated herein.

(d) substitute the following for each occurrence of "Two Hundred Ninety-nine Million and Thirty-five Thousand Dollars ($299,035,000)" in Section 4.2 thereof:

"Three Hundred Sixteen Million and Two Hundred Thirty-five Thousand Dollars ($316,235,000)"

(e) All references to "Target Corridor" or "Target Corridors" in the Second SomerCor Agreement or the Program Rules, or as shown on maps and drawings related thereto, are hereby terminated for purposes of new applications and other new actions in connection with the Program.

(f) Exhibit 6 to the Second SomerCor Agreement, Application Intake and Processing Procedures, is revised and restated as set forth in (Sub)Exhibit 4 attached hereto and incorporated herein.

Except as set forth herein, the Agreement is not amended.

*Article IV.*

*Obligation To Provide Documents.*

SomerCor shall execute and deliver to DPD such documents as may be required by the Corporation Counsel of the City to evidence SomerCor's participation in the Program, including, but not limited to, an opinion of counsel in substantially the form of (Sub)Exhibit 2 attached hereto and incorporated herein, and the City's current form of Economic Disclosure Statement.

In Witness Whereof, The City and SomerCor have executed this Agreement as of the date first set forth above.

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

By: _____
Ciere Boatright,
Commissioner

SomerCor 504, Inc.

By: _____

Its: _____

[(Sub)Exhibit 1 referred to in this Sixty-Fifth Amending Agreement to Administrative Services Agreement constitutes Exhibit "B" to ordinance and printed on page 29193 of this *Journal.*]

(Sub)Exhibits 2, 3 and 4 referred to in this Sixty-Fifth Amending Agreement to Administrative Services Agreement read as follows:

*(Sub)Exhibit 2.*
(To Sixty-Fifth Amending Agreement To Administrative Services Agreement)

*Form Of Counsel's Opinion.*

_____, 2025

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Suite 1000
Chicago, Illinois 60602

Re: Amending Agreement to Administrative Services Agreement (the "Agreement")

Ladies and Gentlemen:

We have acted as counsel for SomerCor 504, Inc., an Illinois not-for-profit corporation ("SomerCor"), in connection with the execution and delivery of the Agreement by and between SomerCor and the City of Chicago, acting by and through its Department of Planning and Development (the "City"). SomerCor has requested that this opinion be furnished to the City.

In so acting as counsel for SomerCor we have examined:

(i) an executed original of the Agreement;

(ii) the Articles of Incorporation, including all amendments thereto, of SomerCor as furnished and certified by the Secretary of State of the State of Illinois (the "Articles");

(iii) the Bylaws of SomerCor, as certified by the Secretary of SomerCor as of the date hereof (the "Bylaws"); and

(iv) the Certificate of Good Standing dated _____, issued by the Office of the Secretary of State of the State of Illinois, as to the good standing of SomerCor (the "Certificate of Good Standing").

The Articles, Bylaws and Certificate of Good Standing are referred to collectively as the "Organization Documents".

In our capacity as counsel, we have also examined such other documents or instruments as we have deemed relevant for the purposes of rendering the opinions hereinafter set forth.

We have assumed, but have no reason to question, the legal capacity, authority and the genuineness of the signatures of and due and proper execution and delivery by the respective parties other than SomerCor which has made, executed or delivered or will make, execute and deliver the agreements and documents examined by us. We have also assumed that all documents submitted to us as originals are authentic and that all documents submitted to us as photostatic or certified copies conform to the original documents.

We have further assumed: (i) that factual matters set forth in SomerCor's representations and warranties in the Agreement are true and accurate in all respects; (ii) that the conduct of the parties to the Agreement complies with any requirement of good faith, fair dealing and conscionability; and (iii) that there has not been any mutual mistake of fact, fraud, duress or undue influence.

We express no opinion as to: (i) the laws of any state or jurisdiction other than the State of Illinois (and any political subdivisions thereof) and the United States of America; (ii) any matters pertaining or relating to the securities laws of the United States of America, the State of Illinois or any other state; (iii) any matters pertaining or related to the Employee Retirement Income Security Act of 1974 and any rules and regulations thereunder; (iv) any matters pertaining or relating to the taxation laws of the United States of America, the State of Illinois or any other state; and (v) any matters pertaining or relating to the criminal, quasi-criminal or civil forfeiture laws of the United States of America, the State of Illinois or any other state. Additionally, this opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. We shall have no continuing obligations to inform you of changes in law or fact subsequent to the date hereof or of facts of which we become aware after the date hereof.

Based upon and subject to the assumptions and qualifications herein stated, it is our opinion that:

1. Based solely on our review of the Organization Documents, SomerCor is a not-for-profit corporation, duly organized and validly existing under the laws of the State of Illinois, SomerCor has made all filings required by the laws of the State of Illinois in respect of its formation and continuing existence, and has all requisite authority to carry on its business and to execute and deliver, and to consummate the transactions contemplated by, the Agreement.

2. Based solely on our review of the Organization Documents, the Agreement has been duly executed and delivered on behalf of SomerCor and constitutes a legal, valid and binding obligation of SomerCor, enforceable against SomerCor in accordance with its terms, except to the extent that enforcement of any such terms may be limited by: (a) applicable bankruptcy, reorganization, debt arrangement, insolvency or other similar laws generally affecting creditors' rights; or (b) judicial and public policy limitations upon the enforcement of certain remedies including those which a court of equity may in its discretion decline to enforce.

3. To our knowledge, there is no action, suit or proceeding at law or in equity pending, nor to our knowledge threatened, against or affecting SomerCor, before any court or before any governmental or administrative agency, which if adversely determined could materially and adversely affect the ability of SomerCor to perform under the Agreement or any of its business or properties or financial or other conditions.

4. The transactions contemplated by the Agreement are governed by the laws of the State of Illinois.

5. The execution and delivery of the Agreement and the consummation of the transactions contemplated thereby will not constitute:

   A. a violation or breach of: (i) the Articles of Incorporation of SomerCor; (ii) the Bylaws of SomerCor; (iii) to our knowledge, any provision of any contract or other instrument to which SomerCor is bound; or (iv) to our knowledge, any order, writ, injunction, decree, statute, rule or regulation binding on SomerCor, or

   B. to our knowledge, a breach of any of the provisions of, or constitute a default under, or result in the creation or imposition of any lien or encumbrance upon any of the property of SomerCor pursuant to any agreement or other instrument to which SomerCor is a party or by which SomerCor is bound.

6. To our knowledge, no action of, or filing with, any governmental or public body is required to authorize, or is otherwise required for the validity of, the execution, delivery and performance of any of the Agreement.

In basing the opinions or other matters set forth in this letter, the words "our knowledge" signify that, in the course of representation of SomerCor, no facts have come to our attention that would give us actual (and not implied or constructive) knowledge or actual (and not implied or constructive) notice that any such opinions or other matters are not accurate. Except as other expressly stated in this opinion, we have undertaken no investigation nor verification of such opinions and matters. Further, the words "our knowledge" and similar language used in this opinion are intended to be limited to only the actual knowledge of the attorneys within our firm who have been directly involved in representing SomerCor, namely _____.

The foregoing opinions are furnished exclusively for your benefit and may be relied upon by you in connection with the Agreement, but may not be delivered to or relied upon by any other person or entity without express written consent from the undersigned, which may be granted or denied in the undersigned's sole discretion.

Very truly yours,

_____

*(Sub)Exhibit 3.*
(To Sixty-Fifth Amending Agreement To
Administrative Services Agreement)

*Insurance Requirements.*

**4.8DPD [SomerCor 504, Inc. 05.20.2025] PRO SERV CONSULTING**

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

**A. INSURANCE REQUIRED FROM CONTRACTOR**

1) **Workers' Compensation and Employer's Liability**
Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employer's Liability coverage with limits of not less than **$1,000,000** each accident; **$1,000,000** disease-policy limit and **$1,000,000** disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) **Commercial General Liability**

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than **$1,000,000** per occurrence and **$2,000,000** aggregate. The policy shall be written on an occurrence basis, with coverage at least as broad as the Insurance Services Office (ISO) Commercial General Liability Form CG 00 01 (current edition), or equivalent. This insurance shall include, but not be limited to, coverage for bodily injury, personal injury, and property damage liability (including loss of use), personal and advertising injury, products and completed operations, premises and operations liability, contractual liability, and subcontractors. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09 or equivalent), or the general aggregate limit shall be twice the required occurrence limit.
The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contactor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) **Automobile Liability**

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Contractor. Limits of not less than **$1,000,000** per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted.

The Contractor may use a combination of primary and Excess/Umbrella policy/policies to satisfy the limits of liability required herein. The Excess/Umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) **Umbrella or Excess Liability**

Umbrella or Excess Liability Insurance must be maintained with limits of not less than **$5,000,000** per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the Excess or Umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and Excess/Umbrella policies to satisfy the limits of liability required under Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

5) **Professional Liability**

Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than **$5,000,000** per claim. Coverage must include, but not be limited to, technology errors and omissions, and/or pollution liability if environmental site assessments are conducted, when applicable. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work under the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

6) **Cyber Liability**

Cyber Liability must be maintained with limits of not less than **$5,000,000** for cyber incident, and coverage must include the following:

- Liability for system failure, network failure, security breaches, including loss or unauthorized access, use or disclosure of sensitive data or proprietary data, whether by Contractor or any subcontractor or cloud service provider used by Contractor;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensics, crises management / public relations consulting, legal services of a privacy attorney, credit monitoring and identity fraud resolution services for affected individuals;
- Expenses related to regulatory compliance, government investigations, fines, fees,

assessments, and penalties where insurable by law;
• Liability for technological products and/or services provided by or created by Contractor, including intellectual property infringement or misappropriation.
• Liability for professional services provided by Contractor;
• PCI fines, fees, penalties, and assessments;
• Costs associated with social engineering fraud loss, and cyber extortion payment and response costs;
• First and Third-Party Business Interruption Loss resulting from a network security failure or system failure;
• Costs of restoring, updating, or replacing data; and
• Liability losses connected to network security, privacy, and media liability.

The City must be named as an additional insured. A copy of the physical 'Additional Insured' endorsement must accompany the Certificate of Insurance when submitted. Certificates of Insurance and Additional Insured Endorsements reflecting applicable limits, sub-limits, self-insured retentions and deductibles must be provided upon request. The certificate must confirm the required coverages in the 'Additional Comments' section or Contractor must provide a copy of the declarations page confirming the details of the cyber insurance policy. Contractor will be responsible for all deductibles, self-insured retentions or waiting period requirements. Contractor shall provide any coverage sublimits under the policy. In the event Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Chicago shall be entitled to the broader coverage and/or higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available. If the Cyber Liability policy is written on a claims-made basis, the retroactive date should be prior to the commencement of this agreement/addendum. If the policy is written on a claims-made basis and non-renewed at any time during and up until the completion of the project or services, Contractor shall maintain coverage that meets these requirements for a period of not less than two (2) years from the date of completion of the project or services with a retroactive date prior to the commencement of the project or services or shall purchase an Extended Reporting Period for at least a two year period. All insurance carrier(s) must carry an A.M. Best rating of at least A-, Class VI.

7) **Blanket Crime**

Contractor must maintain Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

*Insurance coverages that begin with "**when**," "**if**," or "**where**," are considered conditional, and it is the Contractor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.*

8) **Property**

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

9) **Valuable Papers (when applicable)**

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

**B. Additional Requirements**

Evidence of Insurance. Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of the Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Consistent with State law, Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. See 215 ILCS 5/143.16 and 143.17(a). A copy of the physical endorsements must accompany the Certificate of Insurance for General Liability, Automobile Liability and Workers Compensation in order to comply with the insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of, and agrees to require their insurers to waive their rights of, subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City receives a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A-, Class VIII, unless otherwise approved by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance Required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation, Employers Liability, and when applicable Excess/Umbrella Liability, Professional Liability, Cyber Liability, and/or Pollution Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. Contractor must ensure that coverage(s) is sufficient to cover any potential risks or damages arising from Subcontractor's work. Unless otherwise specified, the appropriate coverage limits for Subcontractor(s) may be determined by Contractor, but these limits must be adequate to cover all potential liabilities. Should Contractor accept coverage limits from Subcontractor(s) less than those outlined in Section A, Contractor

shall be responsible for any gap in the required coverage limits in the event of a loss. Contractor shall determine if Subcontractor(s) must also provide any additional coverages. Contractor is responsible for ensuring that each Subcontractor has named the City of Chicago as an additional insured where required and provide evidence of additional insured status on an endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in Section B, Additional Requirements. When requested by the City, Contractor must provide to the City all physical copies of Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of Subcontractor(s) to comply with required coverage(s) and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

*(Sub)Exhibit 4.*
(To Sixty-Fifth Amending Agreement To
Administrative Services Agreement)

*Exhibit 6.*

*Amended And Restated Application Intake*
*And Processing Procedures.*

(Note: the defined terms used herein may not correspond to the defined terms used in the Agreement)

(a) **Publicity and Application Acceptance.** SomerCor shall accept and process applications in the following manner, or as is otherwise determined by the City:

(i) SomerCor shall work with the City and other partners determined by the City to promote the SBIF program and make applications available within each eligible TIF Area (as such eligibility is determined by the City for a continuous period prior to the first day of the Acceptance Period (as defined below). SomerCor will make applications available on its website or at its office or by phone, mail or e-mail or at specified locations within the TIF Area as agreed to by DPD;

(ii) the application form shall be brief and shall request sufficient information from which SomerCor will be able to determine each applicant's initial eligibility for a Grant;

(iii) SomerCor shall begin accepting completed application forms on a date certain (which date shall be determined in cooperation with DPD and shall be made public) and shall stop receiving completed application forms 30 days later (the "Acceptance Period");

(iv) to be deemed an Application, each completed application must have been received by SomerCor at its office in the form required by ordinance by the close of business on the last day of the Acceptance Period; the City will not accept Applications.

(v) Applications shall be submitted to SomerCor through the City's on-line platform. DPD may accept applications in other formats at its sole discretion.

vi) When accessing the online application platform, SomerCor is only authorized to access data related to the SBIF program. SomerCor shall not access data relating to other programs unless authorized to do so by the City of Chicago.

(vii) The City of Chicago retains all proprietary rights and the sole ownership of all data collected or generated in connection with the Small Business Improvement Fund program. This includes but is not limited to application information, project management data, financial disbursements, compliance monitoring, and any other data related to the SBIF program.

(b) **Stage 1 Applicant Eligibility Review.** Within ten days after the close of the Acceptance Period, SomerCor shall make a preliminary determination of the likelihood of Lottery Eligibility of each Application that was received during the Acceptance Period.

(i) **Lottery and Wait-Listing Procedure.** Each Lottery-Eligible Application shall be deemed to be requesting the amount requested on their application plus an additional 20% contingency.

Within ten days following the close of the Acceptance Period, SomerCor shall arithmetically determine whether there are more Lottery-Eligible Applications than the maximum amount of funds available for the TIF Area as set forth on Exhibit 5 of this Agreement. If the total number of Lottery-Eligible Applications does not exceed the maximum amount of funds available for the TIF Area, then all Lottery-Eligible Applications shall be deemed "Applications Selected for Review."

Within that same time period, if the total number of Lottery-Eligible Applications exceeds the maximum amount of funds available for the TIF Area, then SomerCor shall give each Lottery-Eligible Application a randomly-selected, unique number as generated by a computer process or by such other lottery method as may be approved by the City. The Lottery-Eligible Applications shall be placed in numerical order from the lowest assigned number to the highest, until the number of Applications is reached that does not exceed the maximum amount of funds available for the TIF Area. Those Applications are then deemed "Applications Selected for Review." All other Lottery-Eligible Applications are deemed "Wait-Listed Applications" and shall be wait-listed in numerical order from lowest to highest.

If an Application Selected for Review later is rejected for failure to comply with this Procedure or the Program, then the lowest-number Wait-Listed Application then available shall thereafter be deemed an Application Selected for Review.

If the amount of funds reserved by the total number of available Applications Selected for Review does not meet or exceed the maximum amount of funds available for the TIF Area, or the amount of actual Grant Funds paid for all Projects in the TIF Area does not meet or exceed the maximum amount of funds available for the TIF Area, then the City shall determine whether and how to open a new application acceptance round.

(ii) Within a ten-day period following the lottery, SomerCor shall, for each Application, commence the following, and shall substantially complete these steps within the Stage 1 Resolution Period (as defined below):

(A) obtain and review financial information regarding the applicant and its Project including, but not limited to, calculating the applicant's annual sales, net worth, liquidity and full-time job equivalence as needed and in a manner determined by SomerCor and approved by DPD;

(B) verify any other information presented in the Application including, but not limited to, determining whether the proposed Project is located within the applicable TIF Area and is consistent with the land use plan of the TIF Area, and determining whether the applicant meets the Eligible Applicant criteria set forth in the Agreement.

(C) obtain from the applicant proof of site control for the Property, including a deed or executed lease agreement.

Within that same ten-day time period, SomerCor shall mail or e-mail each applicant whose Application passes this preliminary determination a "Stage 1 Letter" that (i) clearly identifies all open issues concerning the applicant's Economic Disclosure Statement and Affidavit ("EDS"), applicant ownership issues, or other aspect of the Application; (ii) suggests ways the applicant can resolve those issues; (iii) offers to assist the applicant's resolution of the issues; and (iv) sets

a 20-day deadline ("Stage 1 Resolution Period") for resolving all issues mentioned in the Stage 1 letter.

Also, within that same time period, SomerCor shall mail or e-mail each applicant whose Application does not pass the preliminary determination a "Rejection IA Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

Each Application that fully resolves its Stage 1 Letter issues within the Stage 1 Resolution Period shall be deemed an "Eligible Application."

(c) **Stage 2 Project Eligibility Review.** Within 10 days following the determination of Eligible Application (whether determined by lottery or by arithmetic calculation that a lottery is not needed), SomerCor shall, for each Eligible Application, commence the following, and shall complete it within the Stage 2 Resolution Period (as defined below):

(i) obtain scofflaw and child support clearance from the City's Departments of Revenue and Consumer Services for all persons identified on the EDSs to verify that the Project will qualify.;

In addition, SomerCor shall perform an initial site visit prior to issuing a "Stage 3 Letter."

Within the same 10-day time period following determination of Eligible Applications, SomerCor shall send a "Stage 2 Letter" to each such applicant stating that:

(i) their Application has been deemed an Eligible Application;

(ii) SomerCor has begun the processing of their application as set forth in the paragraph above and that it will contact the applicant if scofflaw or child support clearance issues arise;

(iii) within the number of days required by ordinance from the date of the letter (the "Stage 2 Resolution Period"), the applicant must complete and provide to SomerCor's satisfaction all the bids, specifications, drawings and draft contracts with contractors regarding the Project;

(iv) the applicant should provide SomerCor copies of the preliminary general contractor or architectural plans early in the Stage 2 Resolution Period so that SomerCor can assist the applicant's completion of the bid, specifications and contracts requirement;

(v) if the applicant, following its best efforts to develop the Project as initially proposed, finds during the Stage 2 Resolution Period that the Project is impossible to complete as initially proposed, then applicant may apply to DPD for approval to revise the Project and, if approval is so granted, then applicant may revise the Project and conform the revised Project to all the requirements of subsection (iii) above;

(vi) Project work that is begun prior to receiving a Stage 3 Letter (as described below) shall not be reimbursed or paid for by the Grant; and

(vii) if all the information requested in the Stage 2 Letter is not completed and submitted to SomerCor in a form satisfactory to SomerCor (including the resolution of any scofflaw or child support clearance issues) by the close of the Stage 2 Resolution Period, then the Eligible Application will thereafter be automatically disqualified from further participation in the Program.

Within five days following the conclusion of each Eligible Application's Stage 2 Resolution Period, SomerCor shall determine whether the Eligible Application has fully resolved each Stage 2 Letter requirement within the Stage 2 Resolution Period. Each applicant that SomerCor finds to have fully resolved its Stage 2 Letter issues within the Stage 2 Resolution Period shall immediately thereafter be deemed a "Grant-Eligible Application."

SomerCor shall promptly mail or e-mail to each applicant whose Eligible Application fails to become a Grant-Eligible Application a "Rejection 2 Letter" stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

(d) **Stage 3 Project Completion Period and Grant Amount Determination.** Within 10 days following the determination of a Grant-Eligible Application, SomerCor shall review each Grant-Eligible Application's final contract amount and determine the actual dollar amount of Grant Funds (i.e., half of the projected Eligible Costs) being requested (the "Net Grant Request"). SomerCor shall calculate the "Gross Grant Request" by adding ten percent to the Net Grant Request to allow for contingency. If the Gross Grant Request is less than the Maximum Program Assistance, then the Gross Grant Request shall be deemed the "Grant Amount." If the Gross Grant Request is equal to or greater than Maximum Program Assistance, then the "Grant Amount" shall be deemed to be Maximum Program Assistance permitted.

SomerCor shall then revise the dollar amount originally set aside or reserved for lottery purposes to equal the Grant Amount. Any amount set aside in excess of the Grant Amount shall be aggregated with other excess reserves from other Grant-Eligible Applications. SomerCor shall promptly contact the number of Wait-Listed Applications (in numerical order) that corresponds to the aggregate excess reserves (re-reserving the Maximum Program Assistance to each Wait-Listed Applicant) and deem each to be an Eligible Application. SomerCor shall pursue the procedures for each such Eligible Application set forth beginning at subsection (c) herein.

Within the same 10-day period, SomerCor shall, for each Grant-Eligible Application, send a "Stage 3 Letter" to each such applicant stating:

(i) that their Application is a Grant-Eligible Application;

(ii) the Grant Amount for which the applicant is eligible;

(iii) that Project costs incurred after the date of the Stage 3 Letter are grant-eligible provided the applicant and the Project meet all Program requirements (including that the applicant continues to meet the definition of Eligible Applicant as set forth in the Agreement;

(iv) that the Project must be completed (as determined by SomerCor and DPD) within time required by ordinance (the "Stage 3 Project Period") after the date of the Stage 3 Letter;

and

(v) SomerCor stands ready to help resolve any difficulties the applicant encounters in determining whether a proposed Project cost will be eligible under the Program guidelines.

(e) **Final Project Eligibility Determination and Grant Closing.** Following the close of the Stage 3 Project Period for each Grant-Eligible Application, SomerCor shall promptly determine whether the Grant-Eligible Application has fully complied with the Project work and all other requirements of the Program and the Stage 3 Letter within the Stage 3 Project Period.

If the Project fully complies except that the Eligible Costs actually incurred are less than were anticipated, then SomerCor shall recalculate the Grant Amount down from the Grant Amount set forth in the Stage 3 Letter and shall deem the revised amount the "Revised Grant Amount."

SomerCor shall then promptly notify each applicant whose Project fully complies with the Stage 3 Letter and all other Program requirements:

(i) that the Project fully complies with the Program requirements;

(ii) that SomerCor, on behalf of the City, will reimburse the Grant-Eligible Applicant the amount of $XXXXX, which amount is equal to the lesser of the Grant Amount or the Revised Grant Amount;

(iii) of the need to set a closing date for the Grant;

(iv) of the list of documents that the applicant must provide SomerCor at the closing; and

(v) that the Grant Funds for the Project will be disbursed within four to six weeks following the closing.

SomerCor shall attempt to close each Grant within 30 days of the ending date of the Stage 3 Project Period.

For each Grant-Eligible Application that both SomerCor and DPD have made a final determination is no longer eligible for Grant Funds, SomerCor shall as soon as possible after such determination send the applicant a "Rejection 3 Lette/'stating, at minimum, the reasons the Application fails and that the Application shall not be eligible for reconsideration.

SETTLEMENT AGREEMENT REGARDING CASE OF *RAFAEL ALCANTARA V. CITY OF CHICAGO, ET AL.*

[Or2025-0017894]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Rafael Alcantara v. City of Chicago, et al.,* cited as 2022 L 007271 (Or2025-0017894), in the amount of $400,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said order as passed:

*Ordered,* That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Rafael Alcantara v. City of Chicago, et al.,* cited as 2022 L 007271, in the amount of $400,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *WILLIAM CARTER V. RONALD WATTS, ET AL.*

[Or2025-0017895]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *William Carter v. Ronald Watts, et al.,* cited as 17 C 7241 (Or2025-0017895), in the amount of $2,100,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *William Carter v. Ronald Watts, et al.,* cited as 17 C 7241, in the amount of $2,100,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *BERNARD WILLIAMS V. KRISTON KATO, ET AL.*

[Or2025-0017896]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Bernard Williams v. Kriston Kato, et al.,* cited as 21 C 819 (Or2025-0017896), in the amount of $7,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Bernard Williams v. Kriston Kato, et al.,* cited as 21 C 819, in the amount of $7,500,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *JAMES GIBSON V. CITY OF CHICAGO, ET AL.*

[Or2025-0017897]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was transmitted a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *James Gibson v. City of Chicago, et al.,* cited as 19 CV 4152 (Or2025-0017897), in the amount of $14,750,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *James Gibson v. City of Chicago, et al.,* cited as 19 CV 4152, in the amount of $14,750,000.

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

[SOr2025-0017898]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, small claims division, to which was referred an order for payments of various small claims against the City of Chicago (SOr2025-0017898), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on page 29227
of this *Journal*.]

City Of Chicago

# Journal Report for City Council GL Claims

| Last Name | First Name | Address | City | State | Zip Code | DOL | Total Paid | Payee | Location of Accident |
|---|---|---|---|---|---|---|---|---|---|
| **Claimant Type Desc: Property(7)** | | | | | | | | | |
| CHICAGO | CAMPAIGN | 2757 W. PRATT BLVD. | CHICAGO | IL | 60645 | 02/18/2025 | $237.92 | DEPARTMENT OF REVENUE | 2747 W. PRATT BLVD. |
| CHICAGO | CAMPAIGN | 2757 W. PRATT BLVD. | CHICAGO | IL | 60645 | 02/18/2025 | $1,562.08 | Claimant | 2747 W. PRATT BLVD. |
| | Number | Amount | | | | | | | |
| Total of Split Claims: | 2 | $1,800.00 | | | | | | | |
| **Claimant Type Desc: Vehicle(8)** | | | | | | | | | |
| AAA INSURANCE | ASO BOYKINS, B | PO BOX 631883 | CINCINNATI | OH | 452631883 | 07/07/2024 | $2,456.88 | Claimant | 5901 S. ASHLAND AVE. |
| ALLAMERICAN | INS CO | P.O. BOX 6228 | HERMITAGE | PA | 16148 | 03/20/2024 | $1,090.36 | Claimant | 9533 S. INDIANA AVE. |
| CASAPAO | ALLEN PAUL | 5042 TRIPP AVE | CHICAGO | IL | 60630 | 03/18/2025 | $50.96 | Claimant | 4431 W FOSTER AVE |
| DANIELS | RICHARD | 9812 S. TRUMBULL AVE. | EVERGREEN | IL | 60805 | 03/21/2025 | $418.00 | Claimant | 2232 W. 55TH ST. |
| HERRERA | SOCORRO | 3908 GROVE AVE. | BROOKFIELD | IL | 60513 | 02/28/2025 | $100.00 | DEPARTMENT OF REVENUE | 3315 W. OGDEN AVE. |
| HERRERA | SOCORRO | 3908 GROVE AVE. | BROOKFIELD | IL | 60513 | 02/28/2025 | $68.50 | Claimant | 3315 W. OGDEN AVE. |
| IJICHI | ICHIRO | 5906 N. FOREST GLEN AVE. | CHICAGO | IL | 60646 | 03/24/2025 | $327.68 | Claimant | 4600 N. WESTERN AVE. |
| LESKIW | ULANA | 1537 BURNING TREE COURT | LISLE | IL | 60532 | 01/14/2025 | $195.55 | Claimant | 1119 N. MICHIGAN AVE. |
| MACIAS | MOISES | 6201 S. WASHTENAW AVE. | CHICAGO | IL | 60629 | 06/27/2024 | $1,844.17 | Claimant | 6201 S. WASHTENAW AVE. |
| NORDEEN | KATHRIN | 4452 N. KEOKUK AVE. | CHICAGO | IL | 60630 | 01/05/2025 | $344.18 | Claimant | 1100 N. MICHIGAN AVE. |
| ROBERTSON | TAMEARA | 1132 S. CALIFORNIA | CHICAGO | IL | 60612 | 01/13/2025 | $30.00 | Claimant | 2420 W. ROOSEVELT RD |
| SAIT | SAMEER | 1038 W. MONROE ST. | CHICAGO | IL | 60607 | 01/10/2025 | $304.85 | Claimant | 3950 S. LAKESHORE DR. |
| WALTER | MATTHEW | 1821 N. DAYTON ST. | CHICAGO | IL | 60614 | 07/09/2021 | $242.74 | Claimant | 1738 S. LAKE SHORE DR. |
| WHALEN | JAMES | 1912 N. HOYNE AVE. | CHICAGO | IL | 60647 | 05/18/2024 | $361.24 | DEPARTMENT OF REVENUE | 4300 S. WESTERN AVE. |
| | Number | Amount | | | | | | | |
| Total of Split Claims: | 14 | $7,835.11 | | | | | | | |
| | Number | Amount | | | | | | | |
| Total of Split Claims: | 16 | $9,635.11 | | | | | | | |

*Do Not Pass* -- CLAIMS FOR VARIOUS REFUNDS.

[SCL2025-0017899]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, small claims division, to which was referred on January 10, 2024 and on subsequent dates, sundry claims for various refunds (SCL2025-0017899), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes, on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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

*Nays* -- None.

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

[List of denied claimants printed on pages 29229 and 29230 of this *Journal*.]

City Of Chicago

# Denied Claims by Claim Name

Denied Date: 06/18/2025

| Claimant Name | Claimant Address | Incident Date | Introduced to City Council | Claim Number | Denial Reason |
|---|---|---|---|---|---|
| ARREGUIN, MANUEL | | 2/22/25 12:00 AM | 05/07/2025 | 2025371386 | TORT LIABILITY |
| BISCEGLIE, VANESSA R. | | 3/2/25 12:00 AM | 05/07/2025 | 2025371403 | TORT LIABILITY |
| BOECHE, LAURA M. | | 3/7/25 12:00 AM | 04/16/2025 | 2025371342 | TORT LIABILITY |
| BOUDREAU, NICHOLAS V. | | 2/11/25 12:00 AM | 05/07/2025 | 2025371389 | CLAIMANT'S ACCOUNT CONFLICTS WITH THE POLICE REPORT, |
| BOYD, KENDRA M. | | 9/19/24 12:00 AM | 04/16/2025 | 2024371358 | TORT LIABILITY |
| CALDERON, VICTOR | | 2/7/25 12:00 AM | 05/07/2025 | 2025371366 | DSS denies claim 2025371366. We are unable to accept the claim |
| CAO, ROGER G | | 3/9/25 12:00 AM | | 2025371395 | I-90 EXPRESSWAY |
| CHAFFEE, LARRY D. | | 3/13/25 12:00 AM | 05/07/2025 | 2025371406 | TORT LIABILITY |
| CHAIDEZ, CRISTINA J. | | 10/12/24 12:00 AM | 04/16/2025 | 2024371306 | 3RD PARTY CONTRACTOR |
| CINTRON, JOSUE A. | | 2/28/25 12:00 AM | 05/07/2025 | 2025371407 | TORT LIABILITY |
| COUPER, KIMBERLY | | 2/27/25 12:00 AM | 05/07/2025 | 2025371404 | TORT LIABILITY |
| DARYANI, PAYAL | | 3/15/25 12:00 AM | 04/16/2025 | 2025371323 | TORT LIABILITY |
| DE SANTIAGO, LUIS J. | | 3/27/25 12:00 AM | 05/07/2025 | 2025371400 | TORT LIABILITY |
| DEL CERRO, WILLIAM J | | 4/4/25 12:00 AM | | 2025371438 | TORT LIABILITY |
| DELSON, MIKAYLA DOROTHEA | | 2/22/25 12:00 AM | 04/16/2025 | 2025371288 | HE BUREAU OF TRAFFIC SERVICES HAS REVIEWED THE CLAIM |
| ENTERPRISE RENTAL CAR | | 8/8/24 12:00 AM | 05/07/2025 | 2024371382 | DUPLICATE CLAIM#: 2024371284 |
| GALLAGHER BASSETT SERVICES | | 2/19/24 12:00 AM | 05/07/2025 | 2024371384 | CLAIM OVER $2,500. REFERRED TO CHICAGO CLAIMS UNIT, |
| GALLARDO, PATRICK P | | 4/5/25 12:00 AM | | 2025371419 | TORT LIABILITY |
| GONZALEZ, JASMINE G. | | 9/4/24 12:00 AM | 10/30/2024 | 2024371052 | NO RESPONSE |
| HARTUNG, BRET A | | 11/17/24 12:00 AM | | 2024371433 | BIGANE PAVING CO, 935 W CHESTNUT ST SUITE 100, CHICAGO |
| HERNANDEZ, JULISSA A | | 1/16/25 12:00 AM | | 2025371391 | TORT LIABILITY |
| INFANTE LOZANO, JUAN P. | | 3/28/25 12:00 AM | 05/07/2025 | 2025371383 | TORT LIABILITY |
| JOHNSON, ADAM H. | | 2/21/25 12:00 AM | 04/16/2025 | 2025371337 | TORT-LIABILITY |
| JONES, GABRIELLE L. | | 6/6/24 12:00 AM | 09/18/2024 | 2024370830 | TORT LIABILITY - THE CLAIM DID NOT MEET THE CITY'S NOTICE |
| KACZOR, CASSANDRA M. | | 3/2/25 12:00 AM | 05/21/2025 | 2025371429 | TORT LIABILITY |
| KHAN, TEHMINA | | 1/17/25 12:00 AM | 05/07/2025 | 2025371410 | TORT LIABILITY |
| LAMBLE, MICHAEL D. | | 1/17/25 12:00 AM | 04/16/2025 | 2025371351 | TORT LIABILITY |
| LANDMAN, PAUL | | 12/30/24 12:00 AM | 04/16/2025 | 2024371372 | TORT LIABILITY |
| LEWIS, SEAN P. | | 3/25/25 12:00 AM | 05/07/2025 | 2025371350 | TORT LIABILITY |
| LOPEZ, ABAD | | 2/26/25 12:00 AM | 05/07/2025 | 2025371394 | TORT LIABILITY |
| MASSEY, WAYNE C. | | 3/31/25 12:00 AM | 05/07/2025 | 2025371409 | TORT LIABILITY |
| MAXWELL, TIFFANY Y. | | 3/11/25 12:00 AM | 04/16/2025 | 2025371329 | TORT LIABILITY |
| MITESHKUMAR, SHAH N | | 3/9/25 12:00 AM | | 2025371379 | TORT LIABILITY |
| MUNOZ, ELIZABETH | | 4/23/25 12:00 AM | 05/21/2025 | 2025371440 | TORT LIABILITY - OPEN AND OBVIOUS |
| NEAGA, CARMEN G. | | 3/21/25 12:00 AM | 05/07/2025 | 2025371412 | TORT LIABILITY |
| NORDEEN, KATHRIN | | 1/5/25 12:00 AM | 05/07/2025 | 2025371411 | DUPLICATE CLAIM# 2025371297 |
| NUTLEY, JENNIFER L | | 4/5/25 12:00 AM | | 2025371436 | TORT LIABILITY |
| OCASIO, DENISSE | | 3/18/25 12:00 AM | 05/21/2025 | 2025371421 | TORT LIABILITY |

Denied Date: 06/18/2025

| Claimant Name | Claimant Address | Incident Date | Introduced to City Council | Claim Number | Denial Reason |
|---|---|---|---|---|---|
| PRUITT-SUMMERS, APRIL C | | 3/18/25 12:00 AM | | 2025371393 | TORT LIABILITY |
| PUCCI SR., ANTHONY J. | | 1/29/25 12:00 AM | 05/07/2025 | 2025371385 | TORT LIABILITY |
| SAIDUDDIN, FARIDA H | | 9/13/24 12:00 AM | | 2024371338 | OUR RECORDS SHOW THAT THE CLAIMANTS VEHICLE WAS |
| SAINI, JASDEEP K. | | 3/26/25 12:00 AM | 05/07/2025 | 2025371408 | TORT LIABILITY |
| SCHIERBER, JACOB C | | 1/2/25 12:00 AM | | 2025371431 | TORT LIABILITY |
| SIMS, RICHARD L. | | 1/10/24 12:00 AM | 05/07/2025 | 2024371396 | CLAIM OVER $2,500. REFERRED TO CHICAGO CLAIMS UNIT, |
| SKELLY, KATHERINE A. | | 3/14/25 12:00 AM | 05/07/2025 | 2025371371 | DUPLICATE CLAIM# 2025371369 |
| SMITH, TREMAR CALEB | | 3/28/25 12:00 AM | | 2025371424 | TORT LIABILITY |
| SOMMER, CHAD E. | | 1/14/25 12:00 AM | 05/07/2025 | 2025371387 | THE DEPARTMENT OF WATER MANAGEMENT HAS REVIEWED |
| STATE FARM MUTUAL A/S/O | | 7/12/24 12:00 AM | 04/29/2025 | 2024371413 | DUPLICATE CLAIM#: 2024370955 |
| THURMAN, CIERRA T. | | 4/2/25 12:00 AM | 05/21/2025 | 2025371423 | DUPLICATE CLAIM#: 2025371377 |
| TONEY, MICHAEL R. | | 3/19/25 12:00 AM | 05/07/2025 | 2025371401 | TORT LIABILITY |
| TURELLI, ROBERT R. | | 11/7/24 12:00 AM | 05/21/2025 | 2024371432 | OPEN AND OBVIOUS. |
| WEATHERALL, MICHAEL | | 9/12/24 12:00 AM | 10/09/2024 | 2024370940 | OPEN AND OBVIOUS, SCOPE OF WORK WITHIN CITY AR |
| WOO, SOPHIA | | 3/14/25 12:00 AM | | 2025371392 | TORT LIABILITY |
| WROBEL, LUKASZ | | 3/1/25 12:00 AM | 04/16/2025 | 2025371362 | TORT LIABILITY |
| ZIMMER, ALEXIS J. | | 3/29/25 12:00 AM | 05/21/2025 | 2025371430 | TORT LIABILITY |

*Placed On File* -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF MAY 2025.

[F2025-0017892]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was submitted a communication transmitting reports of cases in which verdicts, judgments or settlements were entered into for the month of May 2025 (F2025-0017892), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

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

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*Placed On File* -- ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

[F2025-0017900]

The Committee on Finance submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a proposed order authorizing

a Charitable Solicitation on the Public Way (Tag Day) permit for the Worldwide Wildlife Foundation, citywide, from July 1, 2025 through December 31, 2025, and for the Planned Parenthood Federation of America, citywide, from July 1, 2025 through December 31, 2025 (F2025-017900), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Placed on File.*

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*Action Deferred* -- ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT SENIOR LIEN REVENUE BOND FOR PURPOSES OF FUNDING CERTAIN CAPITAL PROJECTS FOR O'HARE AIRPORT AND REFUNDING OF O'HARE OUTSTANDING AIRPORT OBLIGATIONS AND ISSUANCE OF CHICAGO MIDWAY INTERNATIONAL AIRPORT SENIOR LIEN REVENUE BOND TO PAY COSTS OF CERTAIN MIDWAY AIRPORT PROJECTS.
[SO2025-0017478]

The Committee on Finance submitted the following report which was, on motion of Alderperson Lopez and Alderperson Reilly, *Deferred* and ordered published:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance authorizing the issuance of Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds and Chicago Midway International Airport Senior Lien Revenue Bonds (SO2025-0017478), having had the same under advisement, begs leave to report

and recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on June 16, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
*Chair.*

The following is said proposed ordinance transmitted with the foregoing committee report:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution of the State of Illinois (the "Constitution") having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City owns and operates an airport known as Chicago O'Hare International Airport (the "O'Hare Airport"); and

WHEREAS, The City has previously issued various series of its Chicago O'Hare International Airport General Airport Revenue Bonds that are currently outstanding (the "O'Hare Outstanding Senior Lien Bonds"); and

WHEREAS, The O'Hare Outstanding Senior Lien Bonds are "Senior Lien Obligations" secured under the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018 between the City and U.S. Bank Trust Company, National Association, as trustee (the "O'Hare Senior Lien Trustee"), as supplemented (the "O'Hare Senior Lien Master Indenture"); and

WHEREAS, The City has previously authorized a commercial paper program (the "O'Hare Commercial Paper Program") approved by an ordinance adopted by the City Council of the City (the "City Council") on November 18, 2009 (and published in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date at pages 73563 to 73841, inclusive) providing for the issuance from time to time of commercial paper notes for O'Hare Airport purposes (the "O'Hare Commercial Paper Notes"); and

WHEREAS, The City has previously authorized a line of credit program (the "O'Hare Line of Credit Program") approved by an ordinance adopted by the City Council on March 14, 2012 (and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date at pages 21267 to 21587, inclusive) providing

for the issuance from time to time of credit agreement notes for O'Hare Airport purposes (the "O'Hare Credit Agreement Notes"); and

WHEREAS, The O'Hare Outstanding Senior Lien Bonds, any O'Hare Commercial Paper Notes and any O'Hare Credit Agreement Notes currently or later outstanding are referred to collectively herein as the "O'Hare Outstanding Airport Obligations"; and

WHEREAS, The City has determined to authorize the issuance of its Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds (the "O'Hare Bonds") pursuant to the O'Hare Senior Lien Master Indenture, in one or more series, for the purposes of: (i) funding the cost of certain capital projects for the O'Hare Airport, including, without limitation, capital projects included in the O'Hare Capital Improvement Program, the O'Hare Modernization Program or the O'Hare Terminal Area Plan, which constitute O'Hare Airport Projects under the O'Hare Senior Lien Master Indenture and capitalized interest (the "O'Hare Airport Projects"); (ii) the refunding of any or all O'Hare Outstanding Airport Obligations; (iii) undertaking one or more forward delivery refundings of all or a portion of the O'Hare Outstanding Airport Obligations (collectively, the "O'Hare Forward Delivery Refunding"); *(vi) inviting owners of certain of its O'Hare Outstanding Airport Obligations pursuant to one or more invitations to tender (the "Invitation to Tender") to tender such bonds for purchase (the "O'Hare Tender"); and to undertake a current refunding of certain of its O'Hare Outstanding Airport Obligations tendered and accepted for purchase pursuant to the O'Hare Tender ("O'Hare Tender Plan"); and

WHEREAS, The City proposes to issue and sell O'Hare Bonds in the manner hereinafter authorized, in one or more series, in an aggregate principal amount not to exceed $4,325,000,000; and

WHEREAS, The City owns and operates an airport known as Chicago Midway International Airport ("Midway Airport" together with the O'Hare Airport, each the "Airport"); and

WHEREAS, The City has heretofore issued various series of its Chicago Midway Airport Senior Lien Revenue Bonds (such bonds as are currently outstanding are herein called the "Midway Outstanding Senior Lien Bonds") pursuant to the terms and provisions of the Amended and Restated Master Indenture of Trust Securing Chicago Midway Airport Senior Lien Obligations dated as of November 1, 2023 (the "Midway Senior Lien Master Indenture") from the City to The Bank of New York Mellon Trust Company, N.A., as trustee (the "Midway Senior Lien Trustee") and, with respect to each such series, a supplemental indenture between the City and the Midway Senior Lien Trustee authorizing such series; and

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

WHEREAS, The City has previously established a commercial paper program providing for the issuance from time to time of commercial paper notes for Midway Airport purposes ("Midway Commercial Paper Notes") pursuant to the terms and provisions of an ordinance approved by the City Council on July 29, 2003 (and published in the *Journal* for such date at pages 4755 through 4771, inclusive) and the Amended and Restated Trust Indenture dated as of February 1, 2013 from the City to Deutsche Bank National Trust Company, as trustee; and

WHEREAS, The Midway Outstanding Senior Lien Bonds and any Midway Commercial Paper Notes currently (or subsequently) outstanding are referred to collectively herein as the "Midway Outstanding Airport Obligations"; and

WHEREAS, It is necessary and desirable at this time to authorize the issuance by the City of its Chicago Midway Airport Senior Lien Revenue Refunding Bonds (the "Refunding Midway Bonds") in one or more series from time to time to refund Midway Outstanding Airport Obligations, to undertake one or more forward delivery refundings of all or a portion of the Midway Outstanding Airport Obligations (collectively the "Midway Forward Delivery Refunding" together with the O'Hare Forward Delivery Refunding, the "Forward Delivery Refunding"), and for the other purposes described herein; and

WHEREAS, The City has determined to authorize the issuance by the City of its Chicago Midway Airport Senior Lien Revenue Bonds (the "New Money Midway Bonds" and together with the Refunding Midway Bonds, the "Midway Bonds" together with the O'Hare Bonds, the "Additional Bonds") in one or more series from time to time to pay the costs of certain projects for Midway Airport that constitute Airport Projects as defined in the Midway Senior Lien Master Indenture ("Midway Airport Projects") as herein described; and

WHEREAS, The City proposes to sell Midway Bonds in the manner hereinafter authorized, in one or more series, as Refunding Midway Bonds or as New Money Midway Bonds, in an aggregate principal amount not to exceed $445,000,000; now, therefore,

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

*Part A.*

*Article I.*

*Authorization, Findings And Determinations And Approval Of Documents.*

SECTION 1.1 Authorization. The above recitals are incorporated in this ordinance. This ordinance is adopted pursuant to Section 6(a) of Article VII of the Constitution. (i) Part A of

this ordinance authorizes the issuance of the O'Hare Bonds in an aggregate principal amount not to exceed $4,325,000,000 and Midway Bonds in an aggregate principal amount not to exceed $445,000,000; (ii) Part B of this ordinance authorizes the issuance, from time to time, of all or a portion of the O'Hare Bonds, in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in the O'Hare Senior Lien Master Indenture, and the related supplemental indentures therein approved; (iii) Part C of this ordinance authorizes the issuance, from time to time, of all or a portion of the Midway Bonds, in one or more series, in such principal amounts and with such terms and provisions as set forth therein and in Midway Senior Lien Master Indenture and the related supplemental indentures therein approved; (iv) Part D of this ordinance sets forth provisions applicable to both the O'Hare Bonds and the Midway Bonds and authorizes City officials to execute and deliver agreements relating to the matters authorized by this ordinance; and (v) Part E of this ordinance extends the term of the O'Hare Commercial Paper Program and the term of the O'Hare Line of Credit Program.

SECTION 1.2 Findings And Determinations. This City Council hereby finds and determines as follows:

(a) that the issuance of the O'Hare Bonds, the undertaking of the O'Hare Tender Plan and the refunding of the Outstanding O'Hare Airport Obligations, and any other bonds, notes or other obligations issued by the City to finance or refinance any O'Hare Airport Project will result in debt service savings or provide other benefits to the City and O'Hare Airport;

(b) that the issuance of the Refunding Midway Bonds, and the refunding of certain Midway Outstanding Airport Obligations and any other bonds, notes or other obligations issued by the City to finance or refinance any Midway Airport Project will result in debt service savings or provide other benefits to the City and Midway Airport;

(c) that the O'Hare Airport Projects to be financed by the City with the proceeds of the O'Hare Bonds are necessary and essential to the efficient operation of the O'Hare Airport;

(d) that the Midway Airport Projects to be financed by the City with the proceeds of the New Money Midway Bonds are necessary and essential to the efficient operation of Midway Airport;

(e) that the City's ability to issue the Additional Bonds from time to time, in various principal amounts and with various interest rates, maturities, redemption provisions and other terms will enhance the City's opportunities to obtain financing for each Airport; and

(f) Authority is granted to the Mayor, the Chief Financial Officer appointed by the Mayor or the City Comptroller (the "Authorized Officer" as referred to herein being either the Chief Financial Officer or the City Comptroller) with the concurrence of the Chairman of the Committee on Finance, to determine to sell one or more series of the Additional Bonds, at one or more times, as and to the extent such officers determine that such sale or sales is desirable and in the best financial interest of the City and each Airport.

SECTION 1.3 Forms Of Documents. There have been presented to this City Council forms of the following documents:

(a) Eightieth Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds (attached hereto as Exhibit A); and

(b) Thirty-First Supplemental Indenture Securing Chicago Midway Airport Senior Lien Revenue Bonds (attached hereto as Exhibit B); and

(c) Debt Service Reserve Sub-Fund Supplemental Indenture creating the Qualified Debt Service Reserve Sub-Fund (attached hereto as Exhibit C).

SECTION 1.4 Debt Issuance. $4,325,000,000 aggregate principal amount of O'Hare Bonds and $445,000,000 aggregate principal amount of Midway Bonds are hereby authorized to be issued pursuant to this ordinance for the purposes specified in Part B with respect to the O'Hare Bonds and Part C with respect to the Midway Bonds.

SECTION 1.5 Title. This ordinance may hereafter be cited as the "2025 Omnibus O'Hare Airport and Midway Airport Financing Ordinance".

*Part B.*

*Article II.*

*Authority And Definitions.*

SECTION 2.1 Authority For Part B. This Part B is authorized pursuant to the O'Hare Senior Lien Master Indenture.

SECTION 2.2 Definitions.

(a) Except as provided in this section, all defined terms contained in this Part B and in Part D shall have the same meanings, respectively, as such defined terms are given in the O'Hare Senior Lien Master Indenture.

(b) As used in this Part B and in Part D, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Authorized Officer" is defined in Section 1.2(f) of Part A.

"Debt Service Reserve Sub-Fund Supplemental Indenture" means the Supplemental Indenture creating the Qualified Debt Service Reserve Sub-Fund from the City to the O'Hare Senior Lien Trustee.

"Eightieth Supplemental Indenture" means the Eightieth Supplemental Indenture Securing Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds from the City to the O'Hare Senior Lien Trustee relating to the initial series of O'Hare Bonds.

"O'Hare Bonds" means the Additional Bonds for O'Hare Airport authorized by Section 3.1 of this Part B.

"O'Hare Senior Lien Master Indenture" means the Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018 from the City to the O'Hare Senior Lien Trustee, as the same from time to time may be amended or supplemented by Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"O'Hare Senior Lien Trustee" means U.S. Bank Trust Company, National Association, and its successor in trust, as trustee under the O'Hare Senior Lien Master Indenture and as Trustee under any Supplemental Indenture.

"O'Hare Supplemental Indenture" means a supplemental indenture authorizing a series of Additional Senior Lien Bonds, substantially in the form of the Eightieth Supplemental Indenture.

*Article III.*

*Authorization And Details Of O'Hare Bonds.*

SECTION 3.1 Authorization Of O'Hare Bonds.

(a) All or a portion of the $4,325,000,000 aggregate principal amount of Additional Bonds for O'Hare Airport authorized by Section 1.4 of Part A of this ordinance may be issued as one or more series of O'Hare Bonds pursuant to the O'Hare Senior Lien Master Indenture and one or more corresponding O'Hare Supplemental Indentures and for the purposes specified in Section 3.2 of this Part B. The O'Hare Bonds may be issued bearing interest at a fixed or variable interest rate or rates as more fully set forth in the related O'Hare Supplemental Indenture. Any O'Hare Bonds may be issued as current interest bonds, as capital appreciation bonds or as capital appreciation bonds that convert to current interest bonds at a future date after their issuance.

(b) The O'Hare Bonds shall mature not later than January 1, 2066, and shall bear interest from their respective dates of issuance, or from the most recent date to which interest has been paid or duly provided for, until the City's obligation with respect to the payment of the principal amount thereof shall be discharged, payable as provided in the related O'Hare Supplemental Indenture at a rate or rates not in excess of 10 percent per annum. Each series of O'Hare Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) upon the terms and conditions set forth in the Senior Lien Master Indenture and the related O'Hare Supplemental Indenture. The redemption price may be based upon a formula designed to compensate the Owner of the O'Hare Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "Make-Whole Redemption Price"). At the time of sale of the O'Hare Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price, which may vary depending on whether the O'Hare Bonds are issued on a taxable or tax-exempt basis. An Authorized Officer shall confirm and transmit the applicable Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

(c) The O'Hare Bonds shall be entitled "Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds" or "Chicago O'Hare International Airport General Airport Senior Lien Revenue Refunding Bonds," as appropriate. The O'Hare Bonds may be issued in one or more separate series, appropriately designated to indicate the year, the purpose of their issuance and order of their issuance. Each O'Hare Bond shall be issued in fully registered form and in the denominations set forth in the related O'Hare Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the O'Hare Senior Lien Master Indenture, as appropriate, and the related O'Hare Supplemental Indenture.

(d) Each O'Hare Bond shall be issued in fully registered form and in the denominations set forth in the related O'Hare Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the O'Hare Senior Lien Master Indenture and the related O'Hare Supplemental Indenture.

(e) Principal of and premium, if any, on the O'Hare Bonds shall be payable at the designated corporate trust office of the O'Hare Senior Lien Trustee or any Paying Agent as provided in the O'Hare Senior Lien Master Indenture and related O'Hare Supplemental Indenture. Payment of interest on the O'Hare Bonds shall be made to the registered owner thereof and shall be paid by check or draft of the Senior Lien Trustee mailed to the registered owner at the address of such registered owner as it appears on the registration books of the City kept by the Senior Lien Trustee or at such other address as is furnished to the O'Hare Senior Lien Trustee in writing by such registered owner, or by wire transfer as further provided in the O'Hare Senior Lien Master Indenture and related O'Hare Supplemental Indenture.

(f) Subject to the limitations set forth in Section 1.4 of Part A of this ordinance and in this Section, authority is hereby delegated to either the Mayor or the Authorized Officer to determine the aggregate principal amount of Additional Bonds for O'Hare Airport to be

issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof, the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a Redemption Price equal to the principal amount of each O'Hare Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof. Any optional redemption shall be at Redemption Prices that may include a redemption premium for each O'Hare Bond to be redeemed expressed as a percentage, not exceeding ten percent (10%), of the principal amount (or in the case of capital appreciation bonds, the accreted value as of the redemption date) of the O'Hare Bond to be redeemed, or as a formula designed to compensate the owner of the O'Hare Bond to be redeemed based upon prevailing market conditions on the date fixed for such redemption, commonly known as a "make whole" redemption premium.

SECTION 3.2 Purposes. Pursuant to Section 203 of the O'Hare Senior Lien Master Indenture, the O'Hare Bonds are to be issued for the following purposes, as determined by the Authorized Officer at the time of the sale of the O'Hare Bonds:

(a) the payment, or the reimbursement for the payment, of all or a portion of the costs of acquiring, constructing and equipping any O'Hare Airport Project;

(b) the payment or refunding at or prior to maturity of all or any portion of any of the outstanding O'Hare Airport Obligations (including commercial paper notes and credit agreement notes), which payment or refunding may include all or part of the O'Hare Forward Delivery Refunding and/or the O'Hare Tender Plan;

(c) the funding of any Fund, Account or Dedicated Sub-Fund including, but not limited to, the funding of deposits, deposit of moneys in the Common Debt Service Reserve Sub-Fund, a program fee account, a debt service reserve account, a capitalized interest account and such other accounts and subaccounts (including capitalized interest accounts for any series of Senior Lien Obligations) as may be provided for in the O'Hare Senior Lien Master Indenture and the O'Hare Supplemental Indenture relating to such series; and

(d) the payment of the Costs of Issuance of the O'Hare Bonds, including the O'Hare Tender Plan.

The proceeds of each series of O'Hare Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the O'Hare Senior Lien Master Indenture) delivered in connection with the issuance of such series pursuant to the O'Hare Senior Lien Master Indenture and the related O'Hare Supplemental Indenture.

SECTION 3.3 Pledge Of O'Hare Revenues And Other Available Moneys. The O'Hare Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Revenues and by any Other Available Moneys pledged under the

O'Hare Senior Lien Master Indenture and the related O'Hare Supplemental Indenture. The O'Hare Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois. In connection with the issuance of any series of O'Hare Bonds secured by a pledge of or otherwise payable from Other Available Moneys, the City shall determine in the related O'Hare Supplemental Indenture or by a Certificate of an Authorized Officer filed with the O'Hare Senior Lien Trustee, all of the terms and conditions of such pledge, including the annual payment amount, the lien status thereof and the duration of such pledge.

SECTION 3.4 Amendment Of O'Hare Indentures. The Mayor or the Authorized Officer is hereby authorized to execute and deliver such amendatory O'Hare Supplemental Indentures providing for amendments and restatements of the O'Hare Senior Lien Master Indenture and existing O'Hare Supplemental Indentures as may be required or helpful to cure any ambiguity, supply any omission, or cure or correct any defector inconsistent provision of the O'Hare Senior Lien Master Indenture or to conform such existing O'Hare Supplemental Indentures to the terms and conditions of the O'Hare Senior Lien Master Indenture. The City Clerk is hereby authorized to attest any such amendatory Supplemental Indentures and to affix thereto the corporate seal of the City or a facsimile thereof.

SECTION 3.5 Approval Of O'Hare Supplemental Indentures.

(a) The form of the Eightieth Supplemental Indenture and the form of the Debt Service Reserve Sub-Fund Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each series of O'Hare Bonds, to execute and deliver an O'Hare Supplemental Indenture in substantially the form of the Eightieth Supplemental Indenture and the form of the Debt Service Reserve Sub-Fund Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(b) Each such O'Hare Supplemental Indenture shall be substantially in the form of the Eightieth Supplemental Indenture and the form of the Debt Service Reserve Sub-Fund Supplemental Indenture presented to this meeting and may contain such changes or revisions as shall be approved by the Mayor or the Authorized Officer, which changes or revisions may include, without limit, such changes as may be necessary or desirable, as determined by the Mayor or the Authorized Officer.

(c) The execution and delivery by the Mayor or the Authorized Officer of an O'Hare Supplemental Indenture and Debt Service Reserve Sub-Fund Supplemental Indenture shall constitute conclusive evidence of approval by such signatory of the form of such O'Hare Supplemental Indenture and Debt Service Reserve Sub-Fund Supplemental Indenture as executed and delivered.

SECTION 3.6 Debt Service Reserve Funds. The Authorized Officer is hereby authorized to take any or all of the following actions with respect to debt service reserve funds, provided that such action or actions shall not constitute a violation of any covenant made in the O'Hare Senior Lien Master Indenture, or in any supplemental indenture: (a) apply O'Hare Bond proceeds to the funding of any prior debt service reserve fund; (b) transfer moneys among debt service reserve funds; (c) deposit other moneys of the City to any debt service reserve fund; (d) apply for Airport purposes moneys released from debt service reserve funds upon the redemption or defeasance of bonds; and (e) create by the Debt Service Reserve Sub-Fund Supplemental Indenture a new common reserve fund for multiple series of O'Hare Bonds, including bonds authorized by this Article III and bonds authorized by subsequent ordinances. As used in the section, the term "debt service reserve funds" includes the Common Debt Service Reserve Sub-Fund.

SECTION 3.7 Credit Instruments. The Authorized Officer is hereby authorized to arrange for the provision of one or more Credit Instruments as security for all or a portion of the O'Hare Bonds if the Authorized Officer determines that it would be in the best financial interest of the City in the operation of the O'Hare Airport.

SECTION 3.8 Approval Of Amendment. By the purchase of the O'Hare Bonds, purchasers of such O'Hare Bonds agree, for themselves and any successor Owners, to the provisions of any one or more O'Hare Senior Lien Master Indenture amendments executed and delivered pursuant to the authorization set forth in Part B, Section 2.5(g) of that certain ordinance which was adopted by the City Council of the City on November 18, 2009 (and published in the *Journal* of such date at pages 73563 through 73841, inclusive), relating to bond financing for the O'Hare Airport, including, but not limited to, the amendment of the O'Hare Senior Lien Master Indenture contained in the Thirty-Seventh Supplemental Indenture.

*Part C.*

*Article IV.*

*Authority And Definitions.*

SECTION 4.1 Authority For Part C. This Part C is authorized pursuant to the Midway Senior Lien Indenture.

SECTION 4.2 Definitions.

(a) Except as provided in this section, all defined terms contained in this Part C and in Part D shall have the same meanings, respectively, as such defined terms are given in the Midway Senior Lien Indenture.

(b) As used in this Part C and in Part D, unless the context shall otherwise require, the following words and terms shall have the following respective meanings:

"Authorized Officer" is defined in Section 1.2(g) of Part A.

"Midway Bonds" means Additional Bonds for Midway Airport authorized by Section 5.1 of this Part C.

"Midway Senior Lien Indenture" means the Amended and Restated Senior Lien Master Indenture Securing Chicago Midway Airport Revenue Bonds, from the City to the Midway Senior Lien Trustee, as the same from time to time may be amended or supplemented by Midway Supplemental Indentures executed and delivered in accordance with the provisions thereof.

"Midway Supplemental Indenture" means the Supplemental Indenture Securing Chicago Midway Airport Senior Lien Revenue Bonds from the City to the Midway Senior Lien Trustee relating to the Midway Senior Lien Bonds issued under this ordinance, in the form attached hereto as Exhibit B, together with such modifications and completions as may be approved by the Authorized Officer.

"Midway Senior Lien Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee under the Senior Lien Indenture and as Trustee under any Supplemental Indenture.

*Article V.*

*Authorization And Details Of Midway Bonds.*

SECTION 5.1 Authorization Of Midway Bonds.

(a) The Midway Bonds authorized by Section 1.4 of Part A of this ordinance may be issued pursuant to the Midway Senior Lien Indenture and one or more Midway Supplemental Indentures and for the purposes specified in Section 5.2 of this Part C.

(b) The Midway Bonds may be issued as one or more series of Midway Senior Lien Bonds pursuant to the Midway Senior Lien Indenture and one or more corresponding supplemental indentures substantially in the applicable form of the Midway Supplemental Indenture. The Midway Bonds may be issued bearing interest at a fixed or variable interest rate or rates, as more fully set forth in the related Midway Supplemental Indenture. Any Midway Bonds may be issued as current interest Midway Bonds, as capital appreciation Midway Bonds or as capital appreciation Midway Bonds that convert to current interest Midway Bonds at a future date after their issuance. Each series of Midway Bonds may be subject to mandatory and optional redemption (including mandatory redemption pursuant to the application of Sinking Fund Payments) upon the terms and conditions set forth in the Midway Senior Lien Indenture and the related

Midway Supplemental Indenture. The redemption price may be based upon a formula designed to compensate the owner of the Midway Bonds to be redeemed based upon prevailing market conditions on the date fixed for redemption, commonly known as a "make-whole" redemption price (the "Make-Whole Redemption Price"). At the time of sale of the Midway Bonds, an Authorized Officer shall determine the provisions of the formula to be used to establish any Make-Whole Redemption Price, which may vary depending on whether the Midway Bonds are issued on a taxable or tax-exempt basis. An Authorized Officer shall confirm and transmit the applicable Make-Whole Redemption Price on such dates and to such parties as shall be necessary to effectuate such redemption.

The Midway Bonds shall mature not later than January 1, 2066 and shall bear interest as provided in the Midway Senior Lien Indenture, as appropriate, and the related Midway Supplemental Indenture at a rate or rates not in excess of 10 percent per annum. Each series of Midway Bonds may be subject to mandatory redemption (pursuant to the application of Sinking Fund Payments), optional redemption and extraordinary (mandatory or optional) redemption upon the terms and conditions set forth in the Midway Senior Lien Indenture and the related Midway Supplemental Indenture.

(c) The Midway Bonds shall be entitled "Chicago Midway Airport Senior Lien Revenue Bonds" and may be issued in one or more separate series, appropriately designated to indicate the year, the purpose of issuance and order of their issuance. Each Midway Bond shall be issued in fully registered form and in the denominations set forth in the related Midway Supplemental Indenture; and shall be dated and numbered and further designated and identified as provided in the Midway Senior Lien Indenture, as appropriate, and the related Midway Supplemental Indenture.

(d) Principal of and premium, if any, on the Midway Bonds shall be payable at the corporate trust office of the Midway Senior Lien Trustee or any Paying Agent as provided in the Midway Senior Lien Master Indenture and related Midway Supplemental Indenture. Payment of interest on the Midway Bonds shall be made to the registered owner and shall be paid by check or draft of the Midway Senior Lien Trustee, as appropriate, mailed to the registered owner at such registered owner's address as it appears on the registration books of the City kept by the Midway Senior Lien Trustee, as appropriate, or at such other address as is furnished to the Midway Senior Lien Trustee, as appropriate, in writing by such registered owner, or by wire transfer as further provided in the Midway Senior Lien Indenture, as appropriate, and related Midway Supplemental Indenture.

(e) Subject to the limitations set forth in Section 1.4 of Part A of this ordinance and in this section, authority is hereby delegated to either the Mayor or the Authorized Officer to determine the aggregate principal amount of the Midway Bonds to be issued, the date thereof, the maturities thereof, any provisions for optional redemption thereof, the schedule of Sinking Fund Payments, if any, to be applied to the mandatory redemption thereof (which mandatory redemption shall be at a Redemption Price equal to the principal amount of each Midway Bond to be redeemed, without premium, plus accrued interest), the rate or rates of interest payable thereon or method for determining such rate or rates and the first interest payment date thereof. Any optional redemption shall be at Redemption Prices that may include a redemption premium for each Midway Bond to be redeemed expressed as a percentage, not exceeding ten percent (10%), of the principal amount (or in the case of capital appreciation bonds, the accreted value as of the

redemption date) of the Midway Bond to be redeemed, or as a formula designed to compensate the owner of the Midway Bond to be redeemed based upon prevailing market conditions on the date fixed for such redemption, commonly known as a "make whole" redemption premium.

SECTION 5.2 Purposes.

(a) The Midway Bonds may be issued for any or all of the following purposes, as determined by the Authorized Officer at the time of the sale of the Midway Bonds:

(i) the payment, or the reimbursement for the payment, of costs of one or more Midway Airport Projects;

(ii) the payment or retirement at or prior to maturity of all or any portion of the Midway Outstanding Airport Obligations, which payment or retirement may include all or part of the Midway Forward Delivery Refunding;

(iii) with respect to the Midway Bonds or any other series of bonds previously issued pursuant to the Midway Senior Lien Master Indenture, the funding of capitalized interest, the funding of required coverage amounts, and funding of deposits into a program fee account, a debt service reserve account and such other accounts and subaccounts (including capitalized interest accounts, if appropriate) as may be provided for in the Midway Senior Lien Indenture and the Midway Supplemental Indenture relating to such series; and

(iv) the payment of the Costs of Issuance of the Midway Bonds.

(b) The proceeds of each series of Midway Bonds shall be applied for the purposes set forth above in the manner and in the amounts specified in a Certificate of an Authorized Officer (as defined in the Midway Senior Lien Indenture) delivered in connection with the issuance of such series pursuant to the Midway Senior Lien Indenture or the related Midway Supplemental Indenture.

SECTION 5.3 Pledge Of Midway Revenues. The Midway Bonds, together with interest thereon, shall be limited obligations of the City secured by a pledge of the Revenues and by any Other Available Moneys pledged under the Midway Senior Lien Indenture and the related Midway Supplemental Indenture. The Midway Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness or a loan of credit of the City, or a charge against its general credit or taxing powers, within the meaning of any constitutional or statutory limitation of the State of Illinois. In connection with the issuance of any series of Midway Bonds secured by a pledge of or otherwise payable from Other Available Moneys, the City shall determine in the related Midway Supplemental Indenture or by a Certificate of an Authorized Officer filed with the Midway Trustee, all of the terms and conditions of such pledge, including the annual payment amount, the lien status thereof and the duration of such pledge.

SECTION 5.4 Amendment Of Midway Indentures. The Mayor or the Authorized Officer is hereby authorized to execute and deliver such amendatory Midway Supplemental Indentures providing for amendments and restatements of the Midway Senior Lien Indenture and existing Midway Supplemental Indenture as may be required or helpful to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Midway Senior Lien Indenture or to conform such existing Midway Supplemental Indentures to the terms and conditions of the Midway Senior Lien Indenture. The City Clerk is hereby authorized to attest any such amendatory Supplemental Indentures and to affix thereto the corporate seal of the City or a facsimile thereof.

SECTION 5.5 Approval Of Midway Supplemental Indentures.

(a) The form of Thirty-First Supplemental Indenture presented to this meeting is hereby approved in all respects. The Mayor or the Authorized Officer is hereby authorized, with respect to each series of Midway Bonds, to execute and deliver a Midway Supplemental Indenture in substantially the form of the Thirty-First Supplemental Indenture for and on behalf of the City, and the City Clerk is hereby authorized to attest the same and to affix thereto the corporate seal of the City or a facsimile thereof.

(b) Each such Midway Supplemental Indenture shall be substantially in the form of the Thirty-First Supplemental Indenture presented to this meeting and may contain such changes or revisions as shall be approved by the Mayor or the Authorized Officer, which changes or revisions may include, without limit, such changes as may be necessary or desirable, as determined by the Mayor or the Authorized Officer.

(c) The execution and delivery by the Mayor or the Authorized Officer of a Midway Supplemental Indenture shall constitute conclusive evidence of approval by such signatory of the form of such Midway Supplemental Indenture as executed and delivered.

SECTION 5.6 Debt Service Reserve Funds. The Authorized Officer is hereby authorized to take any or all of the following actions with respect to debt service reserve funds, provided that such action or actions shall not constitute a violation of any covenant made in the Midway Senior Lien Master Indenture, or in any supplemental indenture: (a) apply Midway Bond proceeds to the funding of any prior debt service reserve fund; (b) transfer moneys among debt service reserve funds; (c) deposit other moneys of the City to any debt service reserve fund; and (d) apply for Airport purposes moneys released from debt service reserve funds upon the redemption or defeasance of bonds. As used in the section, the term "debt service reserve funds" includes the Common Debt Service Reserve Sub-Fund.

SECTION 5.7 Qualified Investments Or Qualified Reserve Account Credit Instruments. The Authorized Officer is authorized to arrange for the provision of one or more Qualified Reserve Account Credit Instruments (defined in the Midway Senior Lien Master Indenture) as security for all or a portion of the Midway Bonds, as applicable, if the Authorized Officer determines that it would be in the financial interest of the City and Midway Airport. The Authorized Officer is also authorized to sell or liquidate any Qualified Investments or Qualified Reserve Account Credit Instruments previously executed and currently in effect with respect to any Midway Outstanding Airport Obligations to be refunded by the Refunding Midway Bonds and to apply amounts received in respect of such sale or liquidation, all as the Authorized Officer determines such to be in the financial interest of the City and Midway Airport.

*Part D.*

*Article VI.*

*Bond Sales And Related Matters.*

SECTION 6.1 Application And Definitions.

(a) The provisions of this Part D are applicable to Additional Bonds issued pursuant to Part B and Part C of this ordinance and shall be applied in conjunction therewith. Terms defined in Parts A, B and C shall have the same meanings when used in this Part D.

(b) As used in this Part D, unless the context shall otherwise require, the term "Code" means the Internal Revenue Code of 1986.

SECTION 6.2 Sale Of Additional Bonds.

(a) Subject to the limitations contained in this ordinance, authority is hereby delegated to the Mayor or the Authorized Officer to sell the Additional Bonds in one or more series from time to time to one or more underwriters selected by the Authorized Officer pursuant to one or more Contracts of Purchase (including Forward Delivery Contracts of Purchase) with respect to the Additional Bonds between the City and such underwriters; provided that the aggregate purchase price of each series of the Additional Bonds shall not be less than 85 percent of the principal amount thereof to be issued (less any original issue discount which may be used in the marketing thereof) plus accrued interest thereon from their date to the date of delivery thereof and payment thereof. In addition, one or more of the Additional Bonds may be issued as bonds the interest on which will be includable in the gross income of the owners thereof for federal income tax purposes under the Code, if determined by the Authorized Officer to be beneficial to the City in the operation of each Airport.

(b) The Mayor or the Authorized Officer, with the concurrence of the Chairman of the Committee on Finance of the City Council, is hereby authorized and directed to execute and deliver one or more Contracts of Purchase relating to the Additional Bonds in substantially the form of the Contracts of Purchase used in connection with the previous sales of airport revenue bonds (and with such revisions, additions and other changes customarily made for contracts used in connection with bond issues similar to the Forward Delivery Refunding), by the City together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, subject to the limitations contained in this ordinance, the execution and delivery thereof by the Mayor or the Authorized Officer to constitute conclusive evidence of such signatory's approval of such changes and modifications.

(c) To evidence the exercise of the authority delegated to the Mayor or the Authorized Officer by this ordinance, the Mayor or the Authorized Officer, as the case may be, is hereby directed to execute and file with the City Clerk in connection with the

sale of Additional Bonds a certificate setting forth the determinations made pursuant to the authority granted herein, which certificate shall constitute conclusive evidence of the proper exercise by them of such authority. Contemporaneously with the filing of such certificate, the Mayor or the Authorized Officer shall also file with the City Clerk one copy of each Official Statement and executed Contract of Purchase in connection with the Additional Bonds. Each filing shall be made as soon as practicable subsequent to the execution of the Contract of Purchase. The City Clerk shall direct copies of such filings to the City Council.

(d) The Authorized Officer is hereby authorized to cause to be prepared the form or forms of Preliminary Official Statement describing the Additional Bonds. Each Preliminary Official Statement (or applicable parts thereof) shall be in substantially the form of the Official Statements used in connection with previous sales of airport revenue bonds and passenger facility charge revenue bonds by the City, together with such changes thereto and modifications thereof as shall be approved by the Authorized Officer. The distribution of each Preliminary Official Statement to prospective purchasers and the use thereof by the underwriters in connection with the offering of the Additional Bonds are hereby authorized and approved. The Mayor or the Authorized Officer is hereby authorized to permit the distribution of a final Official Statement, in substantially the form of each Preliminary Official Statement, with such changes, omissions, insertions and revisions thereto and completions thereof as the Mayor or the Authorized Officer shall deem advisable, and the Mayor or the Authorized Officer is authorized to execute and deliver each such final Official Statement to the underwriters in the name and on behalf of the City, the execution of such final official statement by the Mayor or the Authorized Officer to constitute conclusive evidence of such signatory's approval of such changes and completions.

(e) If determined by the Authorized Officer to be in the best financial interest of the City in the operation of each Airport, the Authorized Officer is authorized to procure one or more municipal bond insurance policies covering all or one or more portions of the Additional Bonds.

(f) The Authorized Officer is hereby authorized to execute and deliver one or more Continuing Disclosure Undertakings (each a "Continuing Disclosure Undertaking") evidencing the City's agreement to comply with the requirements of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 in a form approved by the Corporation Counsel. Upon its execution and delivery on behalf of the City as herein provided, the Continuing Disclosure Undertaking will be binding on the City, and the officers, employees and agents of the City are hereby authorized to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. The Authorized Officer is hereby further authorized to amend the Continuing Disclosure Undertaking in accordance with its terms from time to time following its execution and delivery as said Authorized Officer shall deem necessary. Notwithstanding any other provision of this ordinance, the sole remedies for any failure by the City to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Additional Bond to seek mandamus or specific performance by court order to cause the City to comply with its obligations under the Continuing Disclosure Undertaking.

SECTION 6.3 Execution And Delivery Of Additional Bonds. Pursuant to the O'Hare Senior Lien Master Indenture and the related O'Hare Supplemental Indenture or the Midway Senior Lien Indenture and the related Midway Supplemental Indenture, as applicable, the Mayor shall execute the Additional Bonds on behalf of the City, by manual or facsimile signature, and the corporate seal of the City or a facsimile thereof shall be affixed, imprinted, engraved or otherwise reproduced on the Additional Bonds and they shall be attested by the manual or facsimile signature of the City Clerk. The Additional Bonds shall, upon such execution on behalf of the City, be delivered to the O'Hare Senior Lien Trustee or the Midway Senior Lien Trustee, as applicable, for authentication and thereupon shall be authenticated by the O'Hare Senior Lien Trustee or the Midway Senior Lien Trustee, as applicable, and shall be delivered pursuant to written order of the City authorizing and directing the delivery of the Additional Bonds to or upon the order of the underwriters pursuant to the applicable Contract of Purchase.

SECTION 6.4 Redemption, Purchase, Tender And Exchange. The Mayor or the Authorized Officer is authorized to direct that the Midway Outstanding Airport Obligations or O'Hare Outstanding Airport Obligations to be redeemed be called for redemption prior to maturity (or purchased in lieu of redemption), to select the particular maturity or maturities of the Midway Outstanding Airport Obligations or O'Hare Outstanding Airport Obligations to be redeemed and to select the redemption date or dates or purchase date or dates for the Midway Outstanding Airport Obligations or O'Hare Outstanding Airport Obligations to be redeemed or purchased. The Mayor or the Authorized Officer is authorized: (a) to tender for O'Hare Outstanding Airport Obligations by direct tender or by open market tender, at such tender prices and on such tender payment dates, as shall be determined by the Mayor or the Authorized Officer; (b) to exchange Additional Bonds for O'Hare Outstanding Airport Obligations; (c) on behalf of the City to enter into such agreements with bondholders and financial institutions, including an information/tender agent, and otherwise do, or cause to be done, all things necessary or desirable to accomplish the redemption, purchase, tender for purchase or exchange of O'Hare Outstanding Airport Obligations; (d) to select a dealer manager or group of dealer managers (the "Dealer Manager") to undertake the O'Hare Tender Plan pursuant to a separate dealer manager agreement (the "Dealer Manager Agreement") between the City and the Dealer Manager; (e) to enter into one or more Dealer Manager Agreements; and (f) to approve and deliver an Invitation of Tender.

SECTION 6.5 Escrow Deposit Agreements. To provide for the payment or retirement of the O'Hare Outstanding Airport Obligations and Midway Outstanding Airport Obligations, the Mayor or the Authorized Officer of the City is hereby authorized to execute and deliver for and on behalf of the City one or more Escrow Deposit Agreements in substantially the form of escrow deposit agreements previously used for such purpose by the City, together with such changes thereto and modifications thereof as shall be approved by the Mayor or the Authorized Officer, as the case may be, the execution and delivery thereof by the Mayor or the Authorized Officer to constitute conclusive evidence of such signatory's approval of such changes and modifications.

SECTION 6.6 Tax Directives. The City covenants to take any action required by the provisions of Section 148(f) of the Code in order to assure compliance with Section 412 in each of the O'Hare Senior Lien Master Indenture and Midway Senior Lien Indenture. Nothing contained in this ordinance shall limit the ability of the City to issue a portion of the Additional Bonds the interest on which will be includable in the gross income of the owners thereof for Federal income tax purposes under the Code, in each case if determined by the Authorized Officer to be in the best financial interest of the City in the operation of the O'Hare Airport or Midway Airport, as applicable.

SECTION 6.7 O'Hare Airport Public Approval. The actions of the Finance Committee with respect to the notice for and the holding of a public hearing in connection with the Additional Bonds are hereby ratified and confirmed in all respects. The adoption of this ordinance shall constitute the public approval of the Additional Bonds for purposes of Section 147(f) of the Code.

SECTION 6.8 Midway Airport Public Approval. The actions of the Finance Committee with respect to the notice for and the holding of a public hearing in connection with the Additional Bonds are hereby ratified and confirmed in all respects. The adoption of this ordinance shall constitute the public approval of the Additional Bonds for purposes of Section 147(f) of the Code.

SECTION 6.9 Performance Provisions. The Mayor, the Commissioner of Aviation, the Authorized Officer and the City Clerk for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance, the O'Hare Senior Lien Master Indenture, and the Midway Senior Lien Indenture and any O'Hare Supplemental Indenture and any Midway Supplemental Indenture and the performance of all other acts of whatever nature necessary to effect and carry out the authority conferred by this ordinance, the O'Hare Senior Lien Master Indenture and any O'Hare Supplemental Indenture, and the Midway Senior Lien Indenture and any Midway Supplemental Indenture, including but not limited to, the exercise following the delivery date of any Additional Bonds of any power or authority delegated to such official of the City under this ordinance with respect to the Additional Bonds upon the initial issuance thereof, but subject to any limitations on or restrictions of such power or authority as herein set forth. The Mayor, the Commissioner of Aviation, the Authorized Officer, the City Clerk and other officers, agents and employees of the City are hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance, the O'Hare Senior Lien Master Indenture, and the Midway Senior Lien Indenture and any O'Hare Supplemental Indenture and any Midway Supplemental Indenture or to evidence said authority.

SECTION 6.10 Proxies. The Mayor and the Authorized Officer may each designate another to act as their respective proxy and to affix their respective signatures to, in the case of the Mayor, each Additional Bond, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this ordinance, the O'Hare Senior Lien Master Indenture and any O'Hare Supplemental Indenture, and the Midway Senior Lien Indenture and any Midway Supplemental Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

*Part E.*

*Article VII.*

SECTION 7.1 O'Hare Commercial Paper Program Extended. The term of the O'Hare Commercial Paper Program is extended to January 1, 2040. All borrowings under the O'Hare Commercial Paper Program shall be paid no later than January 1, 2040, and no O'Hare Commercial Paper Note shall mature later than January 1, 2040.

SECTION 7.2 O'Hare Line Of Credit Program Extended. The term of the O'Hare Line of Credit program is extended to January 1, 2040. All borrowings under the O'Hare Line of Credit Program shall be paid no later than January 1, 2040, and no O'Hare Credit Agreement Note shall mature later than January 1, 2040.

*Part F.*

*Article VIII.*

*Enactment.*

SECTION 8.1 Severability. It is the intention of this City Council that, if any article, section, paragraph, clause or provision of this ordinance shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such article, section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

SECTION 8.2 Prior Inconsistent Ordinances. If any provision of this ordinance is in conflict with or inconsistent with any ordinances or resolutions or parts of ordinances or resolutions or the proceedings of the City in effect as of the date hereof the provisions of this ordinance shall supersede any conflicting or inconsistent provision to the extent of such conflict or inconsistency. No provision of the Municipal Code of Chicago (the "Municipal Code") or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance, or to impair the security for or payment of the instruments authorized by this ordinance; provided, further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 8.3 Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

*Exhibit "A".*

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EIGHTIETH SUPPLEMENTAL INDENTURE

From

City of Chicago

To

U.S. Bank Trust Company, National Association,
as Trustee

Securing

Chicago O'Hare International Airport
General Airport Senior Lien Revenue [Refunding] Bonds,
Series 202_

Dated as of _____ 1, 202_

---

Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018.

**EIGHTIETH SUPPLEMENTAL INDENTURE**

THIS EIGHTIETH SUPPLEMENTAL INDENTURE, made and entered into as of _____ 1, 202_, from the City of Chicago (the "*City*"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to U.S. Bank Trust Company, National Association (the "*Trustee*"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, as Trustee.

**W I T N E S S E T H:**

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City currently owns and operates an airport known as Chicago O'Hare International Airport; and

WHEREAS, the City has entered into a Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, with the Trustee (the "*Indenture*") which authorizes the issuance of Senior Lien Obligations (as therein defined) in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined) and Section 209 Obligations (as therein defined); and

WHEREAS, pursuant to Section 1012 of the Indenture, U.S. Bank Trust Company, National Association is the successor to U.S. Bank National Association, as the Trustee under the Indenture; and

[WHEREAS, in order to refund or defease prior to maturity or pay at maturity certain Prior Airport Obligations (as hereinafter defined), the City has authorized the issuance and sale of $_____,000 aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20__ (the "*Bonds*") pursuant to the Indenture and this Eightieth Supplemental Indenture; and]

[WHEREAS, in order to provide funds for the financing of the payment, or the reimbursement for the payment, of the costs of one or more Airport Projects, as defined in the Indenture, including the 20__ Airport Projects (as hereinafter defined), the City has authorized the issuance and sale of $_____ aggregate principal amount of Chicago O'Hare International Airport General Airport Senior Lien Revenue Bonds, Series 20__ (the "*Bonds*") pursuant to the Indenture and this Eightieth Supplemental Indenture; and]

WHEREAS, the Bonds and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are to be in substantially the following form with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this Eightieth Supplemental Indenture, to wit:

[FORM OF BOND]

No. R-_____ $_____

**UNITED STATES OF AMERICA**
**STATE OF ILLINOIS**
**CITY OF CHICAGO**
**Chicago O'Hare International Airport**
**General Airport Senior Lien Revenue [Refunding] Bond,**
**Series 20__**

| INTEREST RATE | MATURITY DATE | DATED DATE | CUSIP |
|---|---|---|---|
| ____% | January 1, 20__ | _____, 20__ | _____ |

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

CITY OF CHICAGO (the "*City*"), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360-day year consisting of twelve 30-day months, payable on _____ 1, 202_ and semiannually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the corporate trust office in Chicago, Illinois of U.S. Bank Trust Company, National Association, Chicago, Illinois, as trustee, or its successor in trust (the "*Trustee*"); provided, however, payment of the interest on any Interest Payment Date (as defined in the hereinafter defined Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the hereinafter defined Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at the address of such registered owner as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such registered owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), provided that each such wire transfer shall be made only with respect to an owner of

$1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date, except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

This Bond is one of an authorized issue of bonds limited in aggregate principal amount to $_____,000 (the "*Bonds*") issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under a Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018, from the City to U.S. Bank Trust Company, National Association, as Trustee, as supplemented by a Eightieth Supplemental Indenture securing Chicago O'Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20__, dated _____ 1, 20__, from the City to the Trustee (collectively, the "*Indenture*"), [for the purposes of (i) refunding certain outstanding Prior Airport Obligations (as defined in the Indenture), and (ii) paying costs and expenses incidental thereto and to the issuance of the Bonds] [for the purposes of (i) paying the costs of certain projects for Chicago O'Hare International Airport which constitute Airport Projects under the Indenture, (ii) funding the Reserve Requirement (as defined in the Indenture) applicable to the Bonds, (iii) capitalizing interest on the Bonds, and (iv) paying costs and expenses incidental thereto and to the issuance of the Bonds].

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon, or other costs incident thereto. The Bonds are payable solely from the revenues in the Indenture pledged to such payment, and no owner or owners of the Bonds shall ever have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Copies of the Indenture are on file at the principal corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture. Bonds may be transferred on the books of registration kept by the Bond Registrar by the owner in person or by his or her duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his or her duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or

Bonds of the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not contemporaneously outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity, series and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the Bondholder making the exchange is entitled to receive.

Such registration of transfer or exchange of Bonds shall be without charge to the owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or Bonds after the giving of notice calling such Bond for redemption or partial redemption has been made.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or his duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, 20__ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

| Year | Principal Amount |
|---|---|
| 20__ | $ ,000 |
| 20__ | ,000 |

The Bonds maturing on January 1, 20__ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

| Year | Principal Amount |
|---|---|
| 20__ | $ ,000 |
| 20__ | ,000 |
| 20__ | ,000 |

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the Principal Installments as provided for such Bonds of such maturity in such order as the City shall determine.

The Bonds maturing on or after January 1, 20__ are subject to redemption, at the option of the City, on or after January 1, 20__, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus accrued interest to the date of the redemption.

Notice of any such redemption must be given by the Trustee by first-class mail (or registered mail in the case of registered owners of at least $1,000,000 of Bonds) not less than 30 or more than 60 days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

This Bond and all other Bonds of the series of which it forms a part are issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and pursuant to an ordinance adopted by the City Council of the City, which ordinance authorizes the execution and delivery of the Indenture. This Bond and the series of which it forms a part are limited obligations of the City payable solely from the amounts pledged therefor under the Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained against any past, present or future officer, employee or agent, or member of the City Council of the City, or any successor to the City, as such, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Federal Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

It is Hereby Certified, Recited and Declared that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: _____

**CITY OF CHICAGO**

By: _____
Mayor

[SEAL]

Attest:

By: _____
City Clerk

[DTC LEGEND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede Co., has an interest herein.

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This Bond is one of the Bonds described in the within-mentioned Indenture.

**U.S. BANK TRUST COMPANY,**
**NATIONAL ASSOCIATION**, as Trustee

By: _____
Authorized Signature

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

| | | | |
|---|---|---|---|
| TEN COM | – | as tenants in common | UNIF GIFT MIN ACT – |
| TEN ENT | – | as tenants by the entireties | _____ Custodian _____ |
| JT TEN | – | as joint tenants with right of survivorship and not as tenants in common | (Cust) (Minor) under Uniform Gifts to Minors Act _____ (State) |

Additional abbreviations may also be used
though not in the above list.

For Value Received, the undersigned sells, assigns and transfers unto _____

_____

(Name and Address of Assignee)

the within Bond of the City of Chicago and does hereby irrevocably constitute and appoint ____

_____

to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature:

_____

Signature Guaranteed:

_____

_____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

NOW, THEREFORE, THIS EIGHTIETH SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "*Trust Estate*"):

GRANTING CLAUSE FIRST

All right, title and interest of the City in and to Revenues (as defined in the Indenture), to the extent pledged and assigned in the granting clauses of the Indenture.

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Eightieth Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

GRANTING CLAUSE THIRD

All moneys and securities from time to time held by the Trustee in the Common Debt Service Reserve Sub-Fund on a parity with the security interest in said Sub-Fund granted or to be granted to the present and future owners of Common Reserve Bonds (as defined in the Indenture).

GRANTING CLAUSE FOURTH

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds,

without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

PROVIDED, HOWEVER, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds as required under Article VI hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture and this Eightieth Supplemental Indenture and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this Eightieth Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Eightieth Supplemental Indenture shall remain in full force and effect.

THIS EIGHTIETH SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

## ARTICLE I

### Definitions

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this Eightieth Supplemental Indenture:

"*Authorized Denomination*" means the principal amount of $5,000 or any integral multiple thereof.

"*Bond Registrar*" means the person designated to serve as Bond Registrar pursuant to Section 2.09.

"*Bondholder*" or "*holder*" or "*owner of the Bonds*" or "*registered owner*" means the Registered Owner of any Bond.

"*Bonds*" means the Chicago O'Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20__, authorized to be issued pursuant to Article II.

"*Business Day*" means a day on which banks located in the city in which the principal corporate trust office of the Trustee is located are not required or authorized to remain closed, and are not in fact closed.

*Capitalized Interest Account*" means the account of that name established in the 20___ Dedicated Sub-Fund as described in Section 4.02.

"*Consulting Engineer*" means a registered or licensed engineer or engineers, or firm or firms of engineers, with expertise in the field of designing, preparing plans and specifications for, supervising the construction, improvement and expansion of, and supervising the maintenance of, airport and aviation facilities, who, in the case of an individual, shall not be a director, officer or employee of either the City or any Airline Party.

"*Costs of Issuance Account*" means the account of that name established in the 20__ Dedicated Sub-Fund as described in Section 4.02.

"*Credit Agreement Notes*" means the Chicago O'Hare International Airport Credit Agreement Notes to be refunded by application of proceeds of the Bonds.

"*Date of Issuance*" means _____, 20__, the date of original issuance and delivery of the Bonds hereunder.

"*Debt Service Reserve Account*" means the account of that name established in the 20__ Dedicated Sub-Fund as described in Section 4.02.

"*DTC*" means Depository Trust Company, and its successors and assigns.

"*Indenture*" means the Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, from the City to the Trustee, pursuant to which Senior Lien Obligations are authorized to be issued, and any amendments and supplements thereto, including this Eightieth Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture.

["*Insured Bonds*" means the $_____,000 principal amount of Bonds maturing on January 1, 20__.]

["*Insurer*" or "_____" means _____, or any successor thereto or assignee thereof.]

"*Interest Payment Date*" means January 1 and July 1 of each year, commencing _____ 1, 202_.

"*Moody's*" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"*Ordinance*" means the ordinance duly adopted and approved by the City Council of the City on _____ __, 2024, which authorizes the issuance and sale of the Bonds and the execution of this Eightieth Supplemental Indenture.

"*Participant*," when used with respect to any Securities Depository, means any participant of such Securities Depository.

["*Policy*" means the Municipal Bond Insurance Policy issued by the Insurer guaranteeing the scheduled payment of principal and interest on the Insured Bonds when due.]

"*Principal and Interest Account*" means the account of that name established in the 20___ Dedicated Sub-Fund as described in Section 4.02.

"*Prior Airport Obligations*" means the $_____,000 outstanding aggregate principal amount of Chicago O'Hare International Airport General Airport [Senior] [Third] Lien Revenue [Refunding] Bonds, Series _____, constituting Senior Lien Obligations and more particularly described as follows:

| Maturity (January 1) | Principal Amount | Interest Rate |
|---|---|---|
| 20__ | $ ,000 | . % |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |

"*Project Account*" means the account of that name established in the 20__ Dedicated Sub-Fund as described in Section 4.02.

"*Program Fee Account*" means the account of that name established in the 20__ Dedicated Sub-Fund as described in Section 4.02.

"*Qualified Credit Provider*" means the issuer of a Qualified Reserve Account Credit Instrument, if any.

"*Qualified Reserve Account Credit Instrument*" means a letter of credit, surety bond or non-cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations on the date of issuance thereof are rated in the highest rating category by S&P and Moody's and, if rated by A.M. Best & Company, is rated in the highest rating category by A.M. Best & Company. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Debt Service Reserve Account may be used under this Eightieth Supplemental Indenture.

"*Record Date*" means June 15 and December 15 of each year.

"*Registered Owner*" means the person or persons in whose name or names a Bond shall be registered on the books of the City kept for that purpose in accordance with provisions hereof.

"*Reserve Requirement*" means, as of the date of computation, an amount equal to the lesser of (a) $_____ and (b) the maximum amount of principal of and interest on the Bonds payable in the current or any future Bond Year.

"*Securities Depository*" means DTC and any other securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds.

"*Eightieth Supplemental Indenture*" means this Eightieth Supplemental Indenture and any amendments and supplements hereto.

"*S&P*" means S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"*State*" means the State of Illinois.

"*Tax Certificates*" means the Tax Compliance Certificate and the General Tax Certificate of the City with respect to the Bonds, each dated the date of issuance of the Bonds.

"*Trust Estate*" means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

"*20__ Airport Projects*" means the Airport Projects being financed with the proceeds of the Bonds as described in the Tax Certificates.

"*20___ Dedicated Sub-Fund*" means the fund of that name established and described in Section 4.02.

## ARTICLE II

## The Bonds

**Section 2.01. Series Authorized.** The Bonds are a Series of Senior Lien Obligations authorized and to be issued pursuant to and in full compliance with the Constitution and laws of the State of Illinois, and pursuant to the Ordinance, the Indenture and this Eightieth Supplemental Indenture. No Bonds may be issued under the provisions of this Eightieth Supplemental Indenture except in accordance with this Article. [The Bonds are being issued to provide funds to redeem the Prior Airport Obligations and to pay costs of issuance of the Bonds.] [The Bonds are being issued to provide funds (i) to pay, or to reimburse the City for payment of, costs of the 20__ Airport Projects, including the refunding of Credit Agreement Notes, (ii) to fund the Reserve Requirement,

(iii) to fund the Capitalized Interest Account and (iv) to pay costs of issuance of the Bonds.] Except as provided in Section 2.08 hereof, the total original principal amount of Bonds that may be issued hereunder is hereby expressly limited to $_____,000.

**Section 2.02. Issuance of Bonds; Denominations; Numbers.** The Bonds shall be issued in the aggregate principal amount of $_____,000 and shall be designated "City of Chicago, Chicago O'Hare International Airport General Airport Senior Lien Revenue [Refunding] Bonds, Series 20__."

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued only in Authorized Denominations. The Bonds shall be numbered consecutively from 1 upward bearing numbers not then contemporaneously outstanding (in order of issuance) according to the records of the Bond Registrar.

The Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the Bonds shall be dated as of such Interest Payment Date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event the Bonds shall be dated as of the Date of Issuance.

The Bonds shall mature on January 1 of each of the following years in the following principal amounts and bear interest at the following interest rates per annum:

| Year | Principal Amount | Interest Rate |
|---|---|---|
| 20__ | $ ,000 | . % |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |
| 20__ | ,000 | |

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing _____ 1, 202__. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

**Section 2.03. Payment on the Bonds.** Interest on the Bonds shall be payable on each applicable Interest Payment Date. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. The principal of, premium, if any, and the interest on the Bonds shall be payable in lawful money of the United States of America. Except as provided in Section 2.10 hereof, the principal of and redemption premium, if any, on all Bonds shall be payable at the principal corporate trust office of the Trustee upon the presentation and surrender of the Bonds as the same become due and payable. Except as provided in Sections 2.09 and 2.10 hereof, the interest on the Bonds shall be paid by check drawn upon the Trustee and mailed to the persons in whose names the Bonds are registered at the address of each such person as it appears on the registration books maintained by the Bond Registrar at the close of business on the Record Date next preceding each Interest Payment Date or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Interest on the Bonds shall be paid by wire transfer to any Registered Owner who at the close of business on such Record Date has given written notice of its wire transfer address in the continental United States to the Bond Registrar prior to such Record Date (which notice may provide that it will remain in effect until revoked), *provided* that each such wire transfer shall be made only with respect to a Registered Owner of $1,000,000 or more in aggregate original principal amount of the Bonds as of the close of business on such Record Date.

**Section 2.04. Execution.** The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

**Section 2.05. Authentication.** No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Eightieth Supplemental Indenture unless and until such certificate of authentication in substantially the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Eightieth Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if (a) signed by an authorized signatory of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder, and (b) the date of authentication on the Bond is inserted in the place provided therefor on the certificate of authentication.

**Section 2.06. Form of Bonds; Temporary Bonds.** The Bonds issued under this Eightieth Supplemental Indenture shall be substantially in the form hereinbefore set forth, with

such appropriate variations, omissions and insertions as are permitted or required by this Eightieth Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds in Authorized Denominations and of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of any equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

**Section 2.07. Delivery of Bonds.** Upon the execution and delivery of this Eightieth Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section 2.07 provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

(a) A copy, duly certified by the City Clerk, of the Ordinance;

(b) Original executed counterpart of the Indenture;

(c) Original executed counterpart of this Eightieth Supplemental Indenture;

(d) A Counsel's Opinion to the effect that (i) the Indenture and this Eightieth Supplemental Indenture have been duly and lawfully authorized by all necessary action on the part of the City, have been duly and lawfully executed by authorized officers of the City, are in full force and effect and are valid and binding upon the City and enforceable in accordance with their terms (except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws or by general principles of equity if equitable remedies are sought); (ii) the Indenture and this Eightieth Supplemental Indenture create the valid pledge of Revenues, moneys and securities which they purport to create; and (iii) upon their execution, authentication and delivery, the Bonds will have been duly and validly authorized and issued in accordance with the Constitution and laws of the State of Illinois, the Indenture and this Eightieth Supplemental Indenture;

(e) A written order as to the delivery of the Bonds, executed by an Authorized Officer stating (i) the identity of the purchasers, aggregate purchase price and date and place of delivery of the Bonds and (ii) that no Event of Default has occurred and is continuing under the Indenture or this Eightieth Supplemental Indenture;

(f) The Certificate of the City required by Section 206(e) of the Indenture; and

[(g) A Certificate of an Independent Airport Consultant or a Certificate of the City complying with Section 206(f) of the Indenture.]

[(h) Either the Certificate required by Section 206(f) of the Indenture or the Certificate of the City required by Section 207(b) of the Indenture.]

**Section 2.08. Mutilated, Lost, Stolen or Destroyed Bonds.** If any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed, *provided* that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

**Section 2.09. Registration and Exchange of Bonds; Persons Treated as Owners.** The City shall cause books for the registration and for the transfer of the Bonds as provided in this Eightieth Supplemental Indenture to be kept by the Trustee as the Bond Registrar of the City. Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his or her attorney duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate and deliver in the name of the transferee or transferees a fully registered Bond for a like aggregate principal amount.

Bonds may be exchanged at the principal office of the Bond Registrar for a like aggregate principal amount of fully registered Bonds of the same maturity of other authorized denominations. The City shall execute and the Bond Registrar shall authenticate and deliver Bonds which the Bondowners making the exchange are entitled to receive, bearing numbers not contemporaneously then outstanding. The execution by the City of any Bond of any denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond.

The Bond Registrar shall not be required to register for transfer or exchange any undelivered Bond or any Bond after the giving of notice calling such Bond for redemption or partial redemption.

The person in whose name any fully registered Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such registered Bond upon any transfer or exchange thereof subsequent to the Record Date and prior to such Interest Payment Date, except if and to the extent there shall be a default in the payment of the interest due on such Interest Payment Date, in which case such defaulted interest shall be paid to the person in whose name such Bond is registered either at the close of business on the day preceding the date of payment of such defaulted interest or on a subsequent Record Date for such payment if one shall have been established as hereinafter provided. A subsequent Record Date may be established by or on behalf of the City by notice mailed to the Registered Owners of Bonds not less than 10 days preceding such Record Date, which Record Date shall be not more than 30 days prior to the subsequent interest payment date.

Except as provided in the Indenture, as to any Bond the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, or interest on any Bond shall be made only to or upon the written order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

In each case the Bond Registrar shall require the payment by the Bondowner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer, but otherwise no charge shall be made to the Bondowner for such exchange or transfer.

**Section 2.10. Book-Entry Provisions.** The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with DTC or another Securities Depository, any provisions of this Eightieth Supplemental Indenture to the contrary notwithstanding.

(a) *Payments.* The Bonds shall be payable to the Securities Depository, or its nominee, as the Registered Owner of the Bonds, in next day funds on each date on which the principal of, premium, if any, and interest on the Bonds is due as set forth in this Eightieth Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, premium, if any, and interest on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository.* If the City receives notice that the Securities Depository has received notice from its Participants having interests in at least 50% in principal amount of the Bonds that the Securities Depository or its successor is incapable of discharging its responsibilities as a securities depository or that it is in the best interests of the beneficial owners that they obtain certificated Bonds, the City shall cause the Trustee to authenticate and deliver Bond certificates. The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) *Discontinuance of Book-Entry or Change of Securities Depository.* If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the replacement Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Date of the Bonds by check or draft mailed to each Registered Owner at the address of

such Registered Owner as it appears on the bond registration books maintained by the City for such purpose at the principal corporate trust office of the Trustee or at the option of any Registered Owner of not less than $1,000,000 original principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such Registered Owner as of such Record Date, if such Registered Owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Trustee.

(d) *Effect of Book-Entry System.* The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

## ARTICLE III

### Redemption of Bonds Before Maturity

**Section 3.01. Redemption Dates and Prices.** The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) *Optional Redemption.* The Bonds maturing on and after January 1, 20__ are subject to redemption at the option of the City on or after January 1, 20__, as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at a redemption price equal to the principal amount of each Bond to be redeemed, plus accrued interest to the date of the redemption.

(b) *Mandatory Sinking Fund Redemption.* The Bonds maturing on January 1, 20__ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

| Year | Principal Amount |
|---|---|
| 20__ | $ ,000 |
| 20__ | ,000 |

The January 1, 20__ Principal Installment of the 20__ term Bonds is $_____,000.

The Bonds maturing on January 1, 20__ are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of

the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed:

| Year | Principal Amount |
|---|---|
| 20__ | $ ,000 |
| 20__ | ,000 |
| 20__ | ,000 |

The January 1, 20__ Principal Installment of the 20__ term Bonds is $_____,000.

If the City redeems Bonds pursuant to optional redemption or purchases Bonds subject to mandatory redemption and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be deducted from the Principal Installments as provided for such Bonds of such maturity in such order as the Chief Financial Officer of the City shall determine.

**Section 3.02. Notice of Redemption**. Notice of the redemption of Bonds or any portion thereof pursuant to Section 3.01 hereof identifying the Bonds or portions thereof to be redeemed, specifying the redemption date, the Redemption Price, the places and dates of payment, that from the redemption date interest will cease to accrue, and whether the redemption is conditioned upon sufficient moneys being available on the redemption date (or any other condition), shall be given by the Trustee by mailing a copy of such redemption notice not less than 30 nor more than 60 days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. Redemption notices shall be sent by first class mail, except that notices to Registered Owners of at least $1,000,000 of Bonds shall be sent by registered mail. Failure to mail any such notice to the Registered Owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner of any Bond receives the notice.

**Section 3.03. Deposit of Funds.** For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of and premium, if any, and interest on the redemption date to be applied in accordance with the provisions of Section 4.05 hereof.

**Section 3.04. Partial Redemption of Bonds.**

(a) If a Bond is of a denomination larger than the minimum Authorized Denomination, all or a portion of such Bond (equal to the minimum Authorized Denomination or any integral multiple thereof) may be redeemed but such Bond shall be redeemed only in a principal amount equal to the minimum Authorized Denomination or any integral multiple thereof.

(b) Upon surrender of any Bond for redemption in part only, the City shall execute and the Bond Registrar shall authenticate and deliver to the Registered Owner thereof, at the expense

of the City, a new Bond or Bonds of Authorized Denominations in aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

**Section 3.05. Selection of Bonds for Redemption**. If less than all of the Bonds of like maturity and interest rate are called for redemption, the Bonds (or portions thereof) to be redeemed shall be selected by lot by the Trustee.

## ARTICLE IV

### Revenues and Funds

**Section 4.01. Source of Payment of Bonds.** The Bonds are not general obligations of the City but limited obligations payable solely from Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) and shall be a valid claim of the respective Registered Owners thereof only against the 20__ Dedicated Sub-Fund [, the Common Debt Service Reserve Sub-Fund on a parity with other Common Reserve Bonds] and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in the Indenture or in this Eightieth Supplemental Indenture.

The Bonds shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto.

**Section 4.02. Creation of Dedicated Sub-Fund and Accounts in the Debt Service Fund.**

(a) *Creation of 20__ Dedicated Sub-Fund.* There is hereby created by the City and ordered established with the Trustee a separate and segregated Dedicated Sub-Fund within the Debt Service Fund, such Dedicated Sub-Fund to be designated the "Chicago O'Hare International Airport 20__ Senior Lien Bond Dedicated Sub-Fund" (hereinafter called the "*20__ Dedicated Sub-Fund*"). Moneys on deposit in the 20___ Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds, and shall not be used or available for the payment of any other Senior Lien Obligations.

(b) *Creation of Accounts.* There are hereby created by the City and ordered established with the Trustee separate Accounts within the 20__ Dedicated Sub-Fund, designated as follows:

(i) *Costs of Issuance Account:* an Account to be designated the "Chicago O'Hare International Airport 20__ Senior Lien Costs of Issuance Account" (hereinafter called the "*Costs of Issuance Account*");

(ii) *Program Fee Account:* an Account to be designated the "Chicago O'Hare International Airport 20__ Senior Lien Program Fee Account" (hereinafter called the "*Program Fee Account*");

(iii) *Principal and Interest Account:* an Account to be designated the "Chicago O'Hare International Airport 20__ Senior Lien Principal and Interest Account" (hereinafter called the "*Principal and Interest Account*");

(iv) *Capitalized Interest Account:* an Account to be designated the "Chicago O'Hare International Airport 20____ Senior Lien Capitalized Interest Account (hereinafter called the "Capitalized Interest Account").

(v) *Project Account:* an Account to be designated the "Chicago O'Hare International Airport 20__ Senior Lien Project Account" (hereinafter called the "*Project Account*"); and

(vi) *Debt Service Reserve Account:* an Account to be designated the "Chicago O'Hare International Airport 20__ Senior Lien Debt Service Reserve Account" (the "*Debt Service Reserve Account*").

**Section 4.03. Application of Bond Proceeds and Available Funds.** The proceeds received by the City from the sale of the Bonds shall be applied as follows:

(a) *Redemption, Payment or Defeasance of Prior Airport Obligations:* the amount of $_____ shall be applied by the Trustee for the redemption, payment or defeasance of the Prior Airport Obligations;

(b) *Deposit to Costs of Issuance Account:* the Trustee shall deposit the amount of $_____ into the Costs of Issuance Account;

(c) *Deposit to Capitalized Interest Account:* the Trustee shall deposit the amount of $_____ into the Capitalized Interest Account;

(d) *Deposit to Debt Service Reserve Account:* the Trustee shall deposit the amount of $_____ into the Debt Service Reserve Account, being an amount equal to the Reserve Requirement;

(e) *Deposit to Project Account:* the Trustee shall deposit the amount of $_____ into the Project Account;

(f) *Deposit to Common Debt Service Reserve Sub-Fund:* the Trustee shall deposit the amount of $_____ into the Common Debt Service Reserve Sub-Fund.

(g) *Payment to the Insurer:* the amount of $_____ shall be applied to pay the premium due to the Insurer for the Policy.

On the Date of Issuance, the Trustee shall transfer from the Debt Service Reserve Account of the Chicago O'Hare International Airport _____ Bond Dedicated Sub-Fund to the Debt Service Reserve Account, the sum of $_____, being the Reserve Requirement for the Bonds.

**Section 4.04. Deposits into 20___ Dedicated Sub-Fund and Accounts Therein.** On January 1 and July 1 of each year, commencing _____ 1, 202__ (each such date referred to herein as the "*Deposit Date*") there shall be deposited into the 20__ Dedicated Sub-Fund from amounts on deposit in the Debt Service Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5 (in the case of each January 1 or July 1, respectively) (such aggregate amount with respect to any Deposit Date being referred to herein as the "*20___ Deposit Requirement*"):

(a) for deposit into the Principal and Interest Account, an amount equal to the aggregate of: (i) [for the January 1, 20__ Deposit Date, the Principal Installment due January 1, 20__, and thereafter,] one-half of the Principal Installment coming due on the Bonds on the January 1 next succeeding such date of calculation and (ii) the amount of interest due on the Bonds on the current Deposit Date reduced (A) by moneys transferred from the Capitalized Interest Account and (B) in the case of each January 1 Deposit Date, by investment earnings credited as of the immediately prior calculation date to the Principal and Interest Account;

(b) for deposit into the Debt Service Reserve Account, the amount, if any, required as of the close of business on such Deposit Date to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement, including reimbursement of any Qualified Credit Provider; and

(c) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on such Deposit Date to pay all fees and expenses with respect to the Bonds during the semi-annual period commencing on such Deposit Date.

In addition to the 20__ Deposit Requirement, there shall be deposited into the 20__ Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this Eightieth Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the 20__ Dedicated Sub-Fund and to one or more accounts therein.

**Section 4.05. Use of Moneys in Principal and Interest Account and the Debt Service Reserve Account for Payment of Bonds.** Moneys in the Principal and Interest Account shall be used (i) for payment of principal and interest due on each Payment Date with respect to the Bonds, and not otherwise provided for, ratably, without preference or priority of any kind, (ii) payment of the interest on Bonds called for optional redemption pursuant to Section 3.01(a) and (iii) payment of the Principal Installment of Bonds called for optional redemption pursuant to Section 3.01(a) to the extent of any amount deposited into the Principal and Interest Account for the payment of such Principal Installment..

Moneys in the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, without preference or priority of any kind, but only if and to the extent moneys are not available for such purpose in the Principal and Interest Account.

**Section 4.06. Use of Moneys in the Capitalized Interest Account, the Costs of Issuance Account and the Program Fee Account.** Moneys in the Capitalized Interest Account shall be used for transfer to the Principal and Interest Account to pay interest on the Bonds in the following amounts on the following Deposit Dates:

| Deposit Date | Amount |
|---|---|

Any amount remaining in the Capitalized Interest Account on _____, 20__ shall be withdrawn from this Capitalized Interest Account and deposited into the Principal and Interest Account.

Moneys in the Costs of Issuance Account shall be used solely for the payment or reimbursement of Costs of Issuance of the Bonds as directed in a Certificate filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a Certificate filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account.

Moneys in the Program Fee Account shall be used solely for the payment of fees and expenses with respect to the Bonds as set forth in a Certificate filed with the Trustee.

**Section 4.07. Tax Covenants.** The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds." The City covenants to comply with the provisions of the Tax Certificates.

**Section 4.08. Nonpresentment of Bonds.** If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Registered Owner or Owners thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be

restricted exclusively to such moneys, for any claim of whatever nature under the Indenture or this Eightieth Supplemental Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City upon direction of an Authorized Officer, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys.

Before being required to make any such payment to the City, the Trustee may, at the expense of the City, publish such notice as may be deemed appropriate by the Trustee listing the Bonds so payable and not presented, and stating that such moneys remain unclaimed and that after a date set forth therein any balance thereof then remaining will be paid to the City. The obligation of the Trustee under this Section 4.08 to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

**Section 4.09. Moneys to Be Held in Trust.** All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this Eightieth Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

**Section 4.10. Debt Service Reserve Account.**

(a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Account Credit Instruments, (ii) Qualified Investments, or (iii) a combination thereof. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 307 of the Indenture. If on any valuation date as provided in Section 307 of the Indenture the amount on deposit in the Debt Service Reserve Account is more than the Reserve Requirement, the amount of such excess shall be transferred by the Trustee for deposit into the Revenue Fund established under the Indenture.

(b) If at any time the Debt Service Reserve Account holds both a Qualified Reserve Account Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Debt Service Reserve Account moneys may be applied under this Eightieth Supplemental Indenture prior to any draw being made on the Qualified Reserve Account Credit Instrument. If the Debt Service Reserve Account holds Qualified Reserve Account Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a *pro rata* basis to the extent of available funds. Amounts deposited in the 20__ Dedicated Sub-Fund for the purpose of restoring amounts withdrawn from the Debt Service Reserve Account shall be applied first to reimburse the Qualified Credit Provider and thereby reinstate the Qualified Reserve Account Credit Instrument and next to make deposits into the Debt Service Reserve Account.

[**Section 4.11. Common Debt Service Reserve Sub-Fund**. The City hereby designates the Bonds as Common Reserve Bonds. The City and the Trustee covenant and agree that the Common Debt Service Reserve Sub-Fund is to be administered for the equal benefit, protection and security of the Owners of the Common Reserve Bonds and that, with respect to the Common Debt Service Reserve Sub-Fund, all Outstanding Common Reserve Bonds are on a parity and rank equally without preference, priority or distinction.]

**Section 4.12. Deposits into Project Account.** Pending application as provided in Section 4.13, moneys in the Project Account shall be held in trust by the Trustee as provided in Section 4.09.

**Section 4.13. Costs of 20__ Airport Projects.** For the purposes of this Indenture, the costs of the 20__ Airport Projects shall include:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the 20__ Airport Projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damage incidence to or consequent upon the construction, installation and acquisition of the 20__ Airport Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Fiduciaries during construction, installation and acquisition of 20__ Airport Projects, and premiums on insurance, if any, in connection with such 20__ Airport Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such 20__ Airport Projects or the issuance of the Bonds therefor;

(g) Costs of Issuance;

(h) Any cost properly chargeable to such 20__ Airport Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such 20__ Airport Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such 20__ Airport Projects and the cost thereof;

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of 20__ Airport Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section ___ specified, incident to the construction, installation and acquisition of 20__ Airport Projects and the financing thereof, including the payment of interest on Bonds.

**Section 4.14. Disbursements from Project Account.** (a) All disbursements from the Project Account shall be made in accordance with requisitions signed by the Chief Financial Officer or the City Comptroller in respect of each payment, as to the following:

(i) Item number of the payment;

(ii) The name of the person, firm or corporation to whom the payment is due;

(iii) The amount to be paid;

(iv) The 20__ Airport Project and purpose, by general classification, for which payment is to be made;

(v) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Project Account (or such sub-account) and is due and has not been included in any prior requisition which has been paid;

(vi) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City; and

(vii) If applicable, that certain specified disbursements are not required to be certified by a Consulting Engineer pursuant to (b) below, specifying the amount of such disbursements and the reason that such disbursements need not be so certified.

(b) In respect to disbursements from the Project Account in payment for work done in connection with the construction, acquisition and installation of 20__ Airport Projects, such

requisition, signed by the Chief Financial Officer or the City Comptroller, shall be accompanied by a certificate signed by a Consulting Engineer certifying that the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the designated sub-account of the Project Account and has not been included in any prior requisition which has been paid, and insofar as any such obligation was incurred for work, materials, equipment or supplies, such work was actually performed in the furtherance of the construction, acquisition and installation of such 20__ Airport Projects delivered at the site of the Airport for those purposes, or delivered for storage or fabrication at a place or places approved by a Consulting Engineer and under the control of the City. Notwithstanding the foregoing, no certificate of a Consulting Engineer shall be required with respect to disbursements for Costs of Issuance or other costs that the Chief Financial Officer or the City Comptroller shall have certified as being costs that are not directly related to the actual construction, acquisition and installation of 20__ Airport Projects such as land acquisition, payment of auditor's fees and other similar costs that may otherwise be paid from the Project Accounts in compliance with the Tax Certificates.

(c) Upon receipt of any such orders and accompanying certificates the Trustee shall pay each such obligation from the appropriate sub-account of the Project Account and the Trustee shall make disbursements in accordance with the directions from the Chief Financial Officer or the City Comptroller. The moneys held in the Project Account shall be invested in accordance with the requirements of Article V hereof.

**Section 4.15. Progress Reports and Completion Certificate.** (a) At least once each month during the period of the construction, installation and acquisition of each 20__ Airport Project, the cost of which has been paid in whole or in part from Bond proceeds, the City will cause the Consulting Engineer to prepare a progress report in connection with such construction, installation and acquisition of such 20__ Airport Project, including comparisons between the actual time elapsed and the actual costs incurred and the estimates of such time and costs, which shall have been set forth in a statement prepared by the Consulting Engineer and filed with the City. Copies of such progress reports shall be filed with the Trustee and mailed to the holders of the Bonds requesting copies thereof.

(b) Promptly after the completion of the construction, installation and acquisition of each such 20__ Airport Project, the City will deliver to the Trustee a Certificate stating the date of such completion.

**Section 4.16. Permitted Transfers.** (a) Moneys in the Project Account (or any sub-account therein) may be transferred or withdrawn as shall be specified by a Certificate of the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts, which costs are permitted to be paid from Bond proceeds, (ii) to make transfers into the Debt Service Reserve Account to make up any deficiency therein, (iii) to make transfers to the Principal and Interest Account, (iv) to redeem Bonds in accordance with the provisions of this Eightieth Supplemental Indenture, or (v) upon an Event of Default to pay the principal of and interest on the Bonds.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) a Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this Eightieth Supplemental Indenture; and

(iii) an opinion of Bond Counsel to the effect that such transfer or withdrawal will not adversely affect any exemption from Federal income taxes of interest on any Bonds theretofore issued.

## ARTICLE V

### Investment of Moneys

**Section 5.01. Investment of Moneys.** Moneys held in the funds, accounts and subaccounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount for which they were made.

**Section 5.02. Investment Income.** The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or subaccount for which such investment was made.

## ARTICLE VI

### Discharge of Lien

**Section 6.01. Defeasance.** If the City shall pay to the Registered Owners of the Bonds, or provide for the payment of, the principal, and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated in Section 1101 of the Indenture, then this Eightieth Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this Eightieth Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all Funds, Accounts and other moneys or securities held by them pursuant to this Eightieth Supplemental Indenture which are not required for the payment or redemption of the Bonds not theretofore surrendered or presented for such payment or redemption.

## ARTICLE VII

### Concerning the Trustee

**Section 7.01. Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this Eightieth Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except as otherwise expressly set forth in this Eightieth Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this Eightieth Supplemental Indenture other than as set forth in the Indenture and this Eightieth Supplemental Indenture, and this Eightieth Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

**Section 7.02. Dealing in Bonds.** The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depositary, trustee or agent for any committee or body of the owners of Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

## ARTICLE VIII

### Supplemental Indentures

**Section 8.01. Supplements or Amendments to Eightieth Supplemental Indenture.** This Eightieth Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

## ARTICLE IX

### Indenture Amendment

**Section 9.01. Written Consent to Indenture Amendment.** The Thirty-Seventh Supplemental Indenture from the City to the Trustee dated April 1, 2010, authorizes the amendment of the Indenture (the "*2010 Amendment*"). The 2010 Amendment deletes in full Section 413 of the Indenture which contains restrictions on the sale or transfer of the Airport. In consideration for the security interests granted by the City for the benefit of the Owners of the Bonds, the Owners from time to time of the Bonds hereby consent to the Thirty-Seventh Supplemental Indenture and to the 2010 Amendment of the Indenture. Such consents shall be fully effective for all purposes of Article VIII of the Indenture. The consent of any Owner made pursuant to this Section may be revoked in writing as provided by subsection (b) of Section 803 of the Indenture.

## ARTICLE X

### Insurer Provisions

**Section 10.01. Insurer Provisions.** The City hereby designates _____ as the Insurer with respect to the Insured Bonds. The Insurer shall be entitled to the benefits of Section 1104 of the Indenture. Anything contained in this Eightieth Supplemental Indenture or in the Bonds to the contrary notwithstanding, the existence of all rights given to the Insurer hereunder or under the Indenture are expressly conditioned on the timely and full performance of the payment obligations of the Insurer under the Policy.

This Section 10.01 contains certain covenants and restrictions for the benefit of _____ which apply in addition to, and not in substitution of, the provisions of the Indenture. The following covenants shall apply only to the Insured Bonds and shall only be applicable during the period in which any Insured Bonds are Outstanding or any amounts are due to _____ under the Policy, and _____'s rights have not terminated pursuant to clause (a) of this Section 10.01. The covenants contained in this Section 10.01 may only be enforced by _____ and may be modified, amended or waived at any time with the prior written consent of _____ and without the consent of the Trustee (so long as such modification or amendment imposes no additional duties on the Trustee) or any holder of the Bonds.

(a) The existence of all rights given to _____ under this Eightieth Supplemental Indenture or the Indenture are expressly conditioned on the timely and full performance of the payment obligations of _____ under the Policy.

(b) _____ shall be considered the sole Owner of the Insured Bonds as provided in Section 1104 of the Indenture.

(c) It shall constitute an event of default hereunder for purposes of Section 901(d) of the Indenture if the City fails or refuses to comply with the provisions of the Indenture, or defaults in the performance or observance of any covenants, agreements or conditions on its part contained in the Indenture or the Senior Lien Obligations, which materially affects the rights of the Owners of the Senior Lien Obligations and the failure, refusal or default continues for a period of 45 days after written notice of it by the Trustee or the Owners of not less than 25% in principal amount of the Outstanding Senior Lien Obligations; provided, however, that in the case of any such default which can be cured by due diligence but which cannot be cured within the 45-day period, the time to cure is extended for such period as may be necessary to remedy the default with all due diligence, provided that such extension shall not exceed 45 days without the prior written consent of _____ (which consent shall not be unreasonably withheld).

(d) To the extent that this Eightieth Supplemental Indenture confers upon or gives or grants to _____ any right, remedy or claim under this Eightieth Supplemental Indenture, _____ is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(e) No amendment or modification of any provisions of this Eightieth Supplemental Indenture giving any right, remedy or claim to _____ may be made without the prior written consent of _____ (which consent shall not be unreasonably withheld).

(f) No amendment of the Indenture that materially and adversely alters the security for the Insured Bonds shall become effective without the prior written consent of _____ (which consent shall not be unreasonably withheld).

(g) The rights granted to _____ hereunder to request, consent to or direct any action are rights granted to _____ in consideration of its issuance of the _____ Policy. Any exercise by _____ of such rights is merely an exercise of _____'s contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the holders of the Insured Bonds nor does such action evidence any position of _____, positive or negative, as to whether Bondholder consent is required in addition to the consent of _____.

(h) Notwithstanding anything in the Indenture to the contrary, in the event that the principal and/or interest due on the Insured Bonds shall be paid by _____ pursuant to the Policy, the Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City and all covenants, agreements and other obligations of the City to the registered owners shall continue to exist and shall run to the benefit of _____, and _____ shall be subrogated to the rights of such registered owners. The term "Outstanding" under the Indenture includes Insured Bonds described in this clause (h). The lien of the Indenture shall not be discharged unless all amounts due or to become due to _____ hereunder have been paid in full or duly provided for.

(i) The City shall pay or reimburse _____, but only from Revenues and subject and subordinate to all then existing liens on and pledges of Revenues as security for the payment of Airport Obligations, any and all charges, fees, costs and expenses which _____ may reasonably pay or incur in connection with (i) the administration, enforcement, defense or preservation of any rights or security in the Indenture; (ii) the pursuit of any remedies under the Indenture or otherwise afforded by law or equity, (iii) any amendment, waiver or other action with respect to, or related to, the Indenture whether or not executed or completed, (iv) the violation by the City of any law, rule or regulation, or any judgment, order or decree applicable to it or (v) any litigation or other dispute in connection with the Indenture or the transactions contemplated thereby, other than amounts resulting from the failure of _____ to honor its obligations under the Policy. _____ reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture.

## ARTICLE XI

### Miscellaneous

**Section 11.01. Eightieth Supplemental Indenture as Part of Indenture.** This Eightieth Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Senior Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

**Section 11.02. Severability.** If any provision of this Eightieth Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 11.03. Payments Due on Saturdays, Sundays and Holidays.** If any payment of interest or principal or redemption premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

**Section 11.04. Counterparts.** This Eightieth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 11.05. Rules of Interpretation.** Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "whereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Eightieth Supplemental Indenture and not solely to the particular portion in which any such word is used.

**Section 11.06. Captions.** The captions and headings in this Eightieth Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Eightieth Supplemental Indenture.

**Section 11.07. Additional Notices.** [Copies of all notices, certificates or other communications given to the City or the Trustee pursuant to the requirements of the Indenture or this Eightieth Supplemental Indenture at the addresses set forth in Section 1105 of the Indenture shall be given to the Insurer and to any Qualified Credit Provider of Qualified Credit Instruments held in the Debt Service Reserve Account at the same time and in the same manner.]

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

By: _____
Chief Financial Officer

[SEAL]

Attest:

By: _____
City Clerk

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

Attest:

By: _____
Authorized Signatory

*Exhibit "B".*

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CITY OF CHICAGO

TO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

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[THIRTY-FIRST] SUPPLEMENTAL INDENTURE

SECURING
CHICAGO MIDWAY AIRPORT SENIOR LIEN REVENUE [REFUNDING] BONDS,
SERIES 202[_]A

---

Dated as of [_____ __], 202[_]

Supplementing an Amended and Restated Master Indenture of Trust Securing Chicago Midway Airport Senior Lien Obligations dated as of November 1, 2023, as amended, from the City of Chicago to The Bank of New York Mellon Trust Company, N.A., as Trustee.

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**[THIRTY-FIRST] SUPPLEMENTAL INDENTURE**

THIS [THIRTY-FIRST] SUPPLEMENTAL INDENTURE, made and entered into as of [_____ __], 202[_] from the CITY OF CHICAGO (the *"City"*), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the *"Trustee"*), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its corporate trust office located at 2 North LaSalle Street, Suite 1020, Chicago, Illinois 60602, as Trustee;

**WITNESSETH:**

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City owns and operates an airport known as Chicago Midway International Airport (the *"Airport"*); and

WHEREAS, the City and the Trustee have entered into an Amended and Stated Master Indenture of Trust Securing Chicago Midway Airport Senior Lien Obligations, dated as of November 1, 2023, as supplemented and amended (the *"Indenture"*) which Indenture authorizes the issuance of such Senior Lien Obligations in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined) and Section 209 Obligations (as therein defined); and

WHEREAS, the City has heretofore determined to issue Bonds (as hereinafter defined), payable solely from Senior Lien Revenues (as hereinafter defined), [to pay the cost of improvements to, and expansions of,]the Airport,] [to refund prior to maturity or pay at maturity certain Prior Airport Obligations (as hereinafter defined) and to fund the payment of any Swap Agreement Payment (as hereinafter defined);] and

WHEREAS, in order to [finance a portion of the cost of the 202[_] Airport Projects (as hereinafter defined),] [to refund outstanding Prior Airport Obligations, to pay any Swap Agreement Payment,] to fund the Debt Service Reserve Account and to pay costs and expenses incidental thereto and to the issuance of the Bonds, the City has authorized the issuance and sale of $[_____] aggregate principal amount of Chicago Midway Airport Senior Lien Revenue [Refunding] Bonds, Series 202[_]A (the *"Bonds"*); and

WHEREAS, the Bonds, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, shall be in substantially the following forms with necessary and appropriate variations, omissions and insertions as permitted or required by the Indenture or this [Thirty-First] Supplemental Indenture, to wit:

**[FORM OF BOND]**

[Financial Guaranty Insurance Policy No. _____ (the *"Policy"*) with respect to payments due for principal of and interest on this Bond has been issued by [_____]. The Policy has been delivered to The Bank of New York Mellon, New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from Ambac Assurance or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of [_____] as more fully set forth in the Policy.]

No. R-_____ $_____

**UNITED STATES OF AMERICA**

**STATE OF ILLINOIS**

**CITY OF CHICAGO**

**CHICAGO MIDWAY AIRPORT SENIOR LIEN REVENUE [REFUNDING] BOND,**

**SERIES 202[_]A**

| INTEREST RATE | MATURITY DATE | DATED DATE | CUSIP |
|---|---|---|---|
| | | [_____ __, 202[_]] | |

Registered Owner:

Principal Amount:

CITY OF CHICAGO (the *"City"*), a municipal corporation and home rule unit of local government duly organized and existing under the laws of the State of Illinois, for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the registered owner identified above, or registered assigns, on the maturity date specified above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been duly made or provided for, upon presentation and surrender hereof, the principal sum specified above and to pay (but only out of the sources hereinafter provided) interest on the balance of said principal sum from time to time remaining unpaid from and including the date hereof or from and including the most recent Interest Payment Date (as defined in the hereinafter-defined Indenture) with respect to which interest has been paid or duly provided for, until payment of said principal sum has been made or duly provided for, at the interest rate specified above, computed on the basis of a 360-day

year consisting of twelve 30-day months, payable on [_____ 1, 202[_]] and semi-annually thereafter on each January 1 and July 1, and to pay interest on overdue principal and, to the extent permitted by law, on overdue premium, if any, and interest at the rate due on this Bond. Principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, as Trustee, or its successor in trust (the *"Trustee"*); *provided, however,* that payment of the interest on any Interest Payment Date (as defined in the Indenture) shall be (i) made to the registered owner hereof as of the close of business on the applicable Record Date (as defined in the Indenture) with respect to such Interest Payment Date and shall be paid by check or draft mailed to such registered owner hereof at such registered owner's address as it appears on the registration books of the City maintained by the Trustee as Bond Registrar or at such other address as is furnished in writing by such registered owner to the Trustee as Bond Registrar as of the close of business on such Record Date or (ii) made by wire transfer to such registered owner as of the close of business on such Record Date upon written notice of such wire transfer address in the continental United States by such owner to the Bond Registrar given prior to such Record Date (which notice may provide that it will remain in effect until revoked), *provided* that each such wire transfer shall be made only with respect to an owner of $1,000,000 or more in aggregate principal amount of the Bonds as of the close of business on the Record Date relating to such Interest Payment Date; except, in each case, that if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the registered owners as provided in the Indenture. So long as this Bond is restricted to being registered in the registration books of the City in the name of a Securities Depository (as defined in the Indenture), the provisions of the Indenture governing Book-Entry Bonds shall govern the payment of the principal of and interest on this Bond.

The Bonds are limited obligations of the City and shall not constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation. Neither the faith and credit nor the taxing power of the City, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of the Bonds, or the interest or any premium thereon. The Bonds are payable solely from the Senior Lien Revenues (as defined in the hereinafter-defined Indenture) pledged to such payment under the Indenture and certain other moneys held by or on behalf of the Trustee, and no owner or owners of the Bonds shall have the right to compel any exercise of the taxing power of the City, the State of Illinois or any political subdivision thereof.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place. All capitalized terms used in this Bond shall have the meanings assigned in the Indenture unless otherwise defined herein.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts and conditions required to be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the series of which it forms a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture unless and until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Chicago has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor and the manual or facsimile of its corporate seal to be printed hereon and attested by the manual or facsimile signature of its City Clerk.

Dated: [_____ __], 202[_]

CITY OF CHICAGO

By_____
Mayor

[SEAL]

ATTEST:

_____
City Clerk

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]**

This Bond is one of the Bonds described in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By _____
Authorized Signature

**[DTC LEGEND]**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (*"DTC"*), to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

**[FORM OF REVERSE BOND]**

This Bond is one of an authorized series of bonds limited in aggregate principal amount to $[_____] (the *"Bonds"*) issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and an ordinance of the City Council of the City, and executed under an Amended and Restated Master Indenture of Trust Securing Chicago Midway Airport Senior Lien Obligations, dated as of November 1, 2023, as amended, from the City to The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois (the *"Trustee"*), as supplemented by a [Thirty-First] Supplemental Indenture Securing Chicago Midway Airport Senior Lien Revenue [Refunding] Bonds, Series 202[_]A, dated as of [_____ __], 202[_], from the City to the Trustee (collectively, the *"Indenture"*), to finance the costs of certain Airport Projects (as defined in the Indenture), to refund prior to maturity or pay at maturity certain Prior Airport Obligations (as defined in the Indenture), to fund certain Swap Agreement Payments (as defined in the Indenture), funding a debt service reserve account, and paying costs and expenses incidental thereto and to the issuance of the Bonds.

The Bonds and the interest thereon are payable from Senior Lien Revenues (as defined in the Indenture) deposited into the Series 202[_]A Dedicated Sub-Fund and pledged to the payment thereof under the Indenture and certain other moneys held by or on behalf of the Trustee.

As provided in the Indenture, additional bonds may be issued from time to time pursuant to supplemental indentures in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture. The aggregate principal amount of bonds that may be issued pursuant to the Indenture is not limited and all bonds issued and to be issued pursuant to the Indenture, including the Bonds, are and will be equally secured by the pledges and covenants made therein, except as otherwise provided or permitted in the Indenture.

Copies of the Indenture are on file at the corporate trust office of the Trustee, and reference to the Indenture and any and all supplements thereto and modifications and amendments thereof is made for a description of the pledge and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the registered owners of the Bonds, and the limitations on such rights and remedies.

The Bonds are issuable only as fully registered Bonds in the authorized denominations described in the Indenture. Bonds may be transferred on the books of registration kept by the Bond Registrar by the registered owner in person or by the registered owner's duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the registered owner or the registered owner's duly authorized attorney. Upon surrender for registration of transfer of any Bond with all partial redemptions endorsed thereon at the principal office of the Bond Registrar, the City shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations and bearing numbers not outstanding under the Indenture.

Bonds may be exchanged at the principal office of the Bond Registrar for an equal aggregate principal amount of Bonds in the appropriate form and in the same maturity and interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute and the Trustee shall authenticate and deliver Bonds which the registered owner making the exchange is entitled to receive. Such registration of transfer or exchange of Bonds shall be without charge to the registered owners of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same shall be paid by the registered owners of the Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege.

The person in whose name any Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of principal, premium, if any, or interest shall be made only to or upon the order of the registered owner thereof or the registered owner's duly authorized attorney, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Bonds maturing on January 1, [_____], are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date of redemption:

| YEAR | PRINCIPAL AMOUNT |
|---|---|
| | $ |

If the City redeems Bonds maturing on January 1, [_____] pursuant to optional redemption or purchases (other than from amounts held in the Series 202[_]A Dedicated Sub-Fund) such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount in such amount and against such Sinking Fund Payments or final maturity amount as shall be determined by the City in a Certificate of an Authorized Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable Sinking Fund Payments in inverse order of their payment dates.

Amounts accumulated in the Series 202[_]A Dedicated Sub-Fund or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day before the payment date of a Sinking Fund Payment, to the purchase of the Bonds maturing January 1, [_____] for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of the Bonds maturing January 1, [_____] payable from such Sinking Fund Payment on such payment date. The purchase price paid by the Trustee (excluding accrued interest but

including any brokerage and other charges) for any Bond so purchased shall not exceed the Sinking Fund redemption price of such Bond applicable upon its redemption on such payment date. Any Bonds so purchased shall be canceled and the applicable Sinking Fund redemption price thereof shall be credited against the applicable Sinking Fund Payment due on the next payment date.

The Bonds maturing on or after January 1, [____] are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, [____], as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at the Redemption Price of 100% of the principal amount of Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.

Notice of any such redemption shall be given by the Trustee by first class mail not fewer than 30 nor more than 60 days prior thereto to the registered owners of the Bonds. Failure to mail any such notice to the registered owner of any Bond or any defect therein shall not affect the validity of the proceedings for such redemption of Bonds.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer, employee or agent, or member of the City Council, of the City, or any successor to the City, as such, either directly or through the City, or any successor to the City, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officer, employee or agent, or member of the City Council, as such, is hereby expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of any of the Bonds.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall no longer be secured by or entitled to the benefits of the Indenture, except as provided in the Indenture and for the purposes of registration and exchange of Bonds and of such payment, including a provision that the Bonds shall be deemed to be paid if Defeasance Obligations, as defined therein, maturing as to principal and interest in such amounts and at such times as to insure the availability of sufficient moneys to pay the principal of, premium, if any, and interest on the Bonds and all necessary and proper fees, compensation and expenses of the Trustee shall have been deposited with the Trustee.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

**[FORM OF ASSIGNMENT]**

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

| | | | |
|---|---|---|---|
| TEN COM | — | as tenants in common | UNIF GIFT MIN ACT- |
| TEN ENT | — | as tenants by the entireties | _____ Custodian _____ |
| JT TEN | — | as joint tenants with right of survivorship and not as tenants in common | (Cust) (Minor) under Uniform Gifts to Minors Act of _____ (State) |

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____
(Name and Address of Assignee)

this Bond of the City of Chicago and does hereby irrevocably constitute and appoint _____

_____

to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of this Bond in every particular, without alteration or enlargement or any change whatever.

NOW, THEREFORE, THIS [THIRTY-FIRST] SUPPLEMENTAL INDENTURE WITNESSETH:

**GRANTING CLAUSES**

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the registered owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged[, to secure the rights of the Insurer (as hereinafter defined) to satisfaction of the Insurer Obligations (as hereinafter defined)],

and for the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect, and to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the *"Trust Estate"*):

**GRANTING CLAUSE FIRST**

All right, title and interest of the City in and to Senior Lien Revenues, to the extent pledged and assigned in the granting clauses of the Indenture.

**GRANTING CLAUSE SECOND**

All moneys and securities from time to time held by the Trustee under the terms of this [Thirty-First] Supplemental Indenture, except for moneys deposited with or paid to the Trustee and held in trust hereunder for the redemption of Bonds, notice of the redemption of which has been duly given.

**GRANTING CLAUSE THIRD**

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds [(and, with respect to the Debt Service Reserve Account, the other Common Reserve Bonds)][, the Insurer (to the extent of unsatisfied Insurer Obligations)] and all other Senior Lien Obligations issued or secured from time to time under the provisions of this [Thirty-First] Supplemental Indenture, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

*PROVIDED, HOWEVER,* that if the City, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner set forth therein according to the true intent and meaning thereof, and shall cause the payments to be made on the Bonds, [and shall well and truly satisfy,

or cause to be satisfied, the Insurer Obligations as required herein,] or shall provide, as permitted hereby, for the payment thereof, and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture and this [Thirty-First] Supplemental Indenture and shall pay or cause to be paid to the Trustee [and the Insurer] all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this [Thirty-First] Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this [Thirty-First] Supplemental Indenture shall remain in full force and effect. [Notwithstanding the foregoing, so long as any Common Reserve Bonds remain outstanding, the Trustee shall continue to hold the Debt Service Reserve Account for the benefit of Common Reserve Bonds and this [Thirty-First] Supplemental Indenture and all provisions related to the Debt Service Reserve Account shall continue in force to that extent.]

THIS [THIRTY-FIRST] SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Bonds, as follows:

## ARTICLE I

## DEFINITIONS

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this [Thirty-First] Supplemental Indenture:

*"Authorized Denomination"* means $5,000 or any integral multiple thereof.

*"Bonds"* means the Chicago Midway Airport Senior Lien Revenue [Refunding] Bonds, Series 202[_]A, authorized to be issued pursuant to Section 2.01 hereof.

*"Business Day"* means a day except Saturday, Sunday or any day on which banking institutions located in the States of New York or Illinois are required or authorized to close or on which the New York Stock Exchange is closed.

[*"Common Reserve Bonds"* means the Bonds and the $[_____] issued under the Indenture on the Date of Issuance and entitled to the benefit of the Debt Service Reserve Account pursuant to Section 5.08 hereof.]

*"Costs of Issuance Account"* means the account of that name established in the Series 202[_]A Dedicated Sub-Fund as described in Section 5.02 hereof.

*"Date of Issuance"* means the date of original issuance and delivery of the Bonds hereunder.

*"Debt Service Reserve Account"* means the account of that name established in the Series 202[_]A Dedicated Sub-Fund as described in Section 5.02 hereof.

*"Favorable Opinion of Bond Counsel"* means an opinion of Bond Counsel (defined in the Tax Agreement) to the effect that the action proposed to be taken is not prohibited by the laws of the State of Illinois and this [Thirty-First] Supplemental Indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the Bonds.

*"Indenture"* means the Amended and Restated Master Indenture of Trust Securing Chicago Midway Airport Senior Lien Obligations, dated as of November 1, 2023, from the City to the Trustee, as amended, pursuant to which Chicago Midway Airport Senior Lien Revenue [Refunding] Bonds are authorized to be issued, and any amendments and supplements thereto, including this [Thirty-First] Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture as amended from time to time.

[*"Insurance Policy"* or *"Policy"* means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Bonds when due.]

[*"Insured Bonds"* means the Bonds maturing on [_____] in the principal amount of $[_____] and [_____] in the principal amount of $[_____] to which the Insurance Policy issued by the Insurer applies.]

[*"Insurer"* means [_____], or any successor thereto or assignee thereof.]

[*"Insurer Obligations"* means the City's obligations under Article VI hereof, which obligations shall be deemed to constitute Section 208 Obligations for purposes of the Indenture.]

*"Interest Payment Date"* means January 1 and July 1 of each year, commencing [_____ 1, 202[_]].

*"Ordinance"* means the ordinance duly adopted and approved by the City Council of the City on [_____ __], 202[_], which authorizes the issuance and sale of the Bonds and the execution of this [Thirty-First] Supplemental Indenture.

*"Participant"* when used with respect to any Securities Depository, means any participant of such Securities Depository.

*"Principal and Interest Account"* means the account of that name established in the Series 202[_]A Dedicated Sub-Fund as described in Section 5.02 hereof.

*"Principal and Interest Account Requirement"* means an amount equal to (i) the interest due on the Bonds on the next succeeding Interest Payment Date based upon the aggregate principal

amount of Bonds Outstanding as of the first day of the current Bond Year, plus (ii) one-half of the total Principal Installments due on the Bonds on the next succeeding January 1.

*"Prior Airport Obligations"* means $[_____].

*"Project Certificate"* is defined in the Tax Agreement.

*"Program Fee Account"* means the account of that name established in the Series 202[_]A Dedicated Sub-Fund as described in Section 5.02 hereof.

*"Program Fees"* means:

(a) the fees, expenses and other charges payable to each fiduciary, including the Trustee and any Paying Agent, pursuant to the provisions of Section 1005 of the Indenture; *provided* that if at any time there shall be any Series of Senior Lien Obligations Outstanding under the Indenture other than the Bonds, then "Program Fees," for purposes of this [Thirty-First] Supplemental Indenture, shall mean only such portion of such fees, expenses and other charges as shall be payable with respect to, or properly allocable to, the duties performed by each such fiduciary with respect to the Bonds; [and]

(b) [the fees, expenses and other charges payable hereunder to the Insurer and the Surety; and]

(c) any other fees, expenses and other charges of a similar nature payable by the City to any person hereunder or otherwise with respect to the Bonds.

*"Record Date"* means June 15 and December 15 of each year.

*"Reserve Requirement"* means the lesser of (i) the maximum amount of Annual Senior Lien Debt Service payable on the [Common Reserve] Bonds in the current or any succeeding Bond Year, (ii) 125% of the average Annual Senior Lien Debt Service on the [Common Reserve] Bonds or (iii) 10% of the original principal amount of the [Common Reserve] Bonds.

*"Securities Depository"* means any securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as the securities depository for the Bonds. Initially, the Securities Depository shall be The Depository Trust Company.

*"State"* means the State of Illinois.

[*"Surety"* means [_____], a [_____], as issuer of the Surety Bond, or any successor thereto or assignee thereof.]

[*"Surety Bond"* means the Qualified Reserve Account Credit Instrument issued by the Surety and deposited on the Date of Issuance into the Debt Service Reserve Account in the amount of the Reserve Requirement.]

*"Swap Agreement Payment"* means a payment in respect of a transfer, modification and/or termination of an existing swap agreement with respect to a Prior Airport Obligation.

*"Tax Agreement"* means the Tax Exemption Certificate and Agreement of the City dated the date of issuance of the Bonds.

*"[Thirty-First] Supplemental Indenture"* means this [Thirty-First] Supplemental Indenture and any amendments and supplements hereto.

*"Trust Estate"* means the property conveyed to the Trustee pursuant to the Granting Clauses hereof.

*"202[_] Airport Projects"* means the Airport Projects approved by the Ordinance and to be financed in whole or in part by the application of the proceeds of the sale of the Bonds.

## ARTICLE II

## THE BONDS

*Section 2.01. Authorized Amount of Bonds.* No Bonds may be issued under the provisions of this [Thirty-First] Supplemental Indenture except in accordance with this Article. The Bonds are being issued to provide funds to refund prior to maturity or pay at maturity the Prior Airport Obligations, to pay any Swap Agreement Payment, to fund the Debt Service Reserve Account and to pay Costs of Issuance of the Bonds. Except as provided in Section 2.07 hereof, the total principal amount of Bonds that may be issued hereunder is expressly limited to $[_____].

*Section 2.02. Issuance of Bonds; Denominations; Numbers.* The Bonds shall be designated "City of Chicago, Chicago Midway Airport Senior Lien Revenue [Refunding] Bonds, Series 202[_]A."

The Bonds shall be dated as of the Interest Payment Date next preceding their date of authentication, unless such date of authentication is an Interest Payment Date, in which case the Bonds shall be dated as of such Interest Payment Date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event the Bonds shall be dated as of the Date of Issuance.

The Bonds shall be issued as registered bonds without coupons. The Bonds shall be issued only in Authorized Denominations. The Bonds shall be numbered consecutively from R-1 upwards bearing numbers not then outstanding (in order of issuance) according to the records of the Trustee.

The Bonds shall mature on January 1 of each of the following years and bear interest at the following interest rates per annum:

| YEAR | PRINCIPAL AMOUNT | INTEREST RATE |
|---|---|---|
| | $ | % |

Interest on the Bonds shall be payable on January 1 and July 1 of each year, commencing [_____ 1, 202[_]]. The Bonds shall bear interest from the date thereof or from and including the most recent Interest Payment Date with respect to which interest has been paid or duly provided for. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

*Section 2.03. Execution; Limited Obligations.* The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor of the City and attested with the official manual or facsimile signature of its City Clerk, and shall have affixed, impressed, imprinted or otherwise reproduced thereon the corporate seal of the City or a facsimile thereof. The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State, and pursuant to the Ordinance. The Bonds, the Section 208 Obligations and the Section 209 Obligations are not general obligations of the City, but are limited obligations payable solely from Senior Lien Revenues (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Bonds or to income from the temporary investment thereof) [and from moneys provided under the Policy,] and shall be a valid claim of the respective Registered Owners of the Bonds and the Insurer only against the Series 202[_]A Dedicated Sub-Fund and other moneys held by the Trustee or otherwise pledged therefor, which amounts are hereby pledged, assigned and otherwise held as security for the equal and ratable payment of the Bonds, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds except as may be otherwise expressly authorized in the Indenture or in this [Thirty-First] Supplemental Indenture. Neither the Bonds, the Section 208 Obligations nor the Section 209 Obligations shall constitute an indebtedness of the City or a loan of credit thereof within the meaning of any constitutional or statutory limitation, and neither the faith and credit nor the taxing power of the City, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds, the Section 208 Obligations or the Section 209 Obligations, or other costs incident thereto. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

*Section 2.04. Authentication.* No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this [Thirty-First] Supplemental Indenture unless and until such certificate of authentication in substantially the form set forth in the form of Bond herein shall have been duly executed by the Trustee, and such executed certificate of the Trustee, upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this [Thirty-First] Supplemental Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same signatory sign the certificates of authentication on all of the Bonds issued hereunder.

*Section 2.05. Form of Bonds; Temporary Bonds.* The Bonds shall be substantially in the form set forth in the form of Bond herein, with such appropriate variations, omissions and insertions as are permitted or required by this [Thirty-First] Supplemental Indenture.

Pending preparation of definitive Bonds, or by agreement with the purchasers of the Bonds, the City may issue and, upon its request, the Trustee shall authenticate, in lieu of definitive Bonds, one or more temporary printed or typewritten Bonds of substantially the tenor recited above. Upon request of the City, the Trustee shall authenticate definitive Bonds in exchange for and upon surrender of an equal principal amount of temporary Bonds. Until so exchanged, temporary Bonds shall have the same rights, remedies and security hereunder as definitive Bonds.

*Section 2.06. Delivery of Bonds.* Upon the execution and delivery of this [Thirty-First] Supplemental Indenture, the City shall execute and deliver to the Trustee, and the Trustee shall authenticate, the Bonds and deliver them to the purchasers as may be directed by the City as hereinafter in this Section provided.

Prior to the delivery by the Trustee of any of the Bonds there shall be filed with the Trustee:

(1) a copy, duly certified by the City Clerk of the City, of the Ordinance;

(2) original executed counterparts of the Indenture, this [Thirty-First] Supplemental Indenture, the Policy and the Surety Bond;

(3) a Counsel's Opinion to the effect set forth in Section 206(b) of the Indenture;

(4) a Certificate stating that any required approval for the issuance of the Bonds has been obtained;

(5) a written order as to the delivery of the Bonds, signed by an Authorized Officer and stating (i) the identity of the purchasers, the aggregate purchase price and the date and place of delivery, and (ii) that no Event of Default has occurred and is continuing under the Indenture or this [Thirty-First] Supplemental Indenture;

(6) [(i) a Certificate of the Independent Airport Consultant stating that, based upon the reasonable assumptions set forth therein, Revenues and Other Available Moneys

are projected to be not less than that required to satisfy the rate covenant set forth in Section 404 of the Indenture (disregarding any Senior Lien Obligations that have been paid or discharged or that will be paid or discharged immediately after the issuance of the Bonds) for each of the next three Fiscal Years immediately following completion of the project or projects financed by the Bonds; *provided* that for purposes of such certificate, Other Available Moneys shall be projected only to the extent that such Other Available Moneys have been (x) paid over to the Trustee and deposited into the Senior Lien Revenue Fund, Senior Lien Debt Service Fund or a debt service fund for the Bonds or (y) irrevocably pledged to the payment of debt service on the Senior Lien Obligations; or (ii) a Certificate stating that Revenues and Other Available Moneys in the most recently completed Fiscal Year for which audited financial statements have been prepared satisfied the rate covenant set forth in Section 404 of the Indenture, assuming for such purpose that Aggregate Senior Lien Debt Service for the Bond Year commencing during such Fiscal Year includes the maximum Annual Senior Lien Debt Service on the Bonds [and the other Common Reserve Fund Bonds] proposed to be issued; and]

(7) [a verification report of an Independent Accountant stating the amount of either (i) moneys in an amount sufficient to pay the Prior Airport Obligations to be refunded at the applicable Redemption Price of the Prior Airport Obligations together with accrued interest on such Prior Airport Obligations to the redemption date or dates; or (ii) Defeasance Obligations the principal of, and interest on, which when due (without reinvestment thereof), together with the moneys (including a portion of the proceeds of the Bonds to be issued), if any, are sufficient to pay when due the applicable Redemption Price of the Prior Airport Obligations to be refunded, together with accrued interest on such Prior Airport Obligations to the redemption date or dates or the dates or dates of maturity thereof.]

*Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds.* In the event any Bond is mutilated, lost, stolen or destroyed, the City may execute and the Trustee may authenticate a new Bond of like date, maturity, interest rate and denomination as the Bond mutilated, lost, stolen or destroyed; *provided* that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the City and the Trustee evidence of such loss, theft or destruction satisfactory to the City and the Trustee, together with indemnity satisfactory to them. In the event any such Bond shall have matured, instead of issuing a substitute Bond the City may pay the same without surrender thereof. The City and the Trustee may charge the Registered Owner of such Bond with their reasonable fees and expenses in this connection. All Bonds so surrendered to the Trustee shall be cancelled and destroyed, and evidence of such destruction shall be given to the City. Upon the date of final maturity or redemption of all of the Bonds, the Trustee shall destroy any inventory of unissued certificates.

All duplicate Bonds issued and authenticated pursuant to this Section shall constitute original, contractual obligations of the City (whether or not, in the case of the first paragraph of this Section, lost, stolen or destroyed Bonds be at any time found by anyone), and shall be entitled to equal and proportionate rights and benefits hereunder as all other outstanding Bonds issued hereunder.

All Bonds shall be owned upon the express condition that the foregoing provisions, to the extent permitted by law, are exclusive with respect to the replacement or payment of mutilated, destroyed, lost, stolen or purchased Bonds, and shall preclude any and all other rights or remedies.

*Section 2.08. Transfer and Exchange of Bonds; Persons Treated as Owners.* (a) Subject to the limitations contained in subsection (c) of this Section, upon surrender for registration of transfer of any Bond at the corporate trust office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Bondholder or such Bondholder's attorney duly authorized in writing, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the transferee or transferees a new Bond or Bonds of like date and tenor in Authorized Denominations of the same Maturity Date for the aggregate principal amount which the Registered Owner is entitled to receive bearing numbers not contemporaneously Outstanding. Subject to the limitations contained in subsection (c) of this Section, Bonds may be exchanged at such times at such corporate trust office of the Trustee upon surrender thereof together with an assignment duly executed by the Registered Owner thereof or such Registered Owner's attorney in such form and with guarantee of signature as shall be satisfactory to the Trustee for an equal aggregate principal amount of Bonds of like date and tenor of any Authorized Denomination as the Bonds surrendered for exchange bearing numbers not contemporaneously Outstanding. The execution by the City of any Bond of any Authorized Denomination shall constitute full and due authorization of such Authorized Denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond.

(b) No service charge shall be imposed upon the Registered Owners for any exchange or transfer of Bonds. The City and the Trustee may, however, require payment by the person requesting an exchange or transfer of Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption in part.

(c) The Trustee shall not be required to transfer or exchange such Bond during the period commencing on the Record Date next preceding any Interest Payment Date of such Bond and ending on such Interest Payment Date, or to transfer or exchange such Bond after the mailing of notice calling such Bond for redemption has been made as herein provided or during the period of 15 days next preceding the giving of notice of redemption of Bonds of the same Maturity Date and interest rate which were converted on the same date. The Trustee shall not be required to exchange or register the transfer of such Bond after the mailing of notice calling such Bond for redemption has been made as herein provided, except that the City and the Trustee shall be required to issue or register the transfer of Tendered Bonds after such date of mailing of notice of redemption.

(d) Bonds delivered upon any registration of transfer or exchange as provided herein or as provided in Section 2.07 hereof shall be valid limited obligations of the City, evidencing the same debt as the Bonds surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

(e) The City[,] [and] the Trustee [and the Insurer] may treat the Registered Owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue,

and shall not be bound by any notice to the contrary. All payments of or on account of the principal of, premium, if any, and interest on any such Bond as herein provided shall be made only to or upon the written order of the Registered Owner thereof or such Registered Owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

*Section 2.09. Cancellation.* Any Bond surrendered for the purpose of payment or retirement, or for exchange, transfer or replacement, shall be cancelled upon surrender thereof to the Trustee or any Paying Agent. If the City shall acquire any of the Bonds, the City shall deliver such Bonds to the Trustee for cancellation and the Trustee shall cancel the same. Any such Bonds cancelled by any Paying Agent other than the Trustee shall be promptly transmitted by such Paying Agent to the Trustee. Certification of Bonds cancelled by the Trustee and Bonds cancelled by a Paying Agent other than the Trustee which are transmitted to the Trustee shall be made to the City. Cancelled Bonds may be destroyed by the Trustee unless instructions to the contrary are received from the City. Upon the date of final maturity or redemption of all Bonds, the Trustee shall destroy any inventory of unissued certificates.

*Section 2.10. Book-Entry Provisions.* The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with The Depository Trust Company or another Securities Depository, any provisions of this [Thirty-First] Supplemental Indenture to the contrary notwithstanding.

(a) *Payments.* The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this [Thirty-First] Supplemental Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the City and the Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the City and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set forth herein. In such different manner of payment is agreed upon, the City shall give the Trustee notice thereof, and the Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the City nor the Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository.* The City may discontinue use of a Securities Depository as the depository of the Bonds if (i) the City, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, or (ii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clause (i) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer

number of days as shall be acceptable to such Securities Depository). The City shall have no obligation to make any investigation to determine the occurrence of any events that would permit the City to make any determination described in this paragraph.

(c) *Discontinuance of Book-Entry or Change of Securities Depository.* If, following a determination or event specified in paragraph (b) above, the City discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the City will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in Authorized Denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check or draft mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the City for such purpose at the corporate trust office of the Trustee or at the option of any registered owner of not less than $1,000,000 principal amount of Bonds, by wire transfer to any address in the continental United States of America on such Interest Payment Date to such registered owner as of such Record Date, if such registered owner provides the Trustee with written notice of such wire transfer address not later than the Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent notice). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the corporate trust office of the Trustee.

(d) *Effect of Book-Entry System.* The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the City and the Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the City or the Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

*Section 2.11. Tax Covenant.* The City covenants to take any action required by the provisions of the Code and within its power to take in order to preserve the exemption from federal income taxation of interest on the Bonds (other than with respect to an alternative minimum tax imposed on interest on the Bonds), including, but not limited to, the provisions of Section 148 of the Code relating to "arbitrage bonds."

The City covenants to comply with the provisions of the Tax Agreement governing the use of Bond proceeds.

## ARTICLE III

## REDEMPTION OF BONDS BEFORE MATURITY

*Section 3.01. Redemption Dates and Prices.* The Bonds shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Article III.

(a) [*Optional Redemption At Par.* The Bonds maturing on or after January 1, [____] are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City, on or after January 1, [____], as a whole or in part at any time, and if in part, in such order of maturity as the City shall determine and within any maturity by lot, at the Redemption Price of 100% of the principal amount of such Bonds or portions thereof to be redeemed, together with accrued interest to the redemption date.]

(b) [*Optional Make-Whole Redemption.* The Bonds [of each maturity] [maturing on or after January 1, [____]] are subject to redemption, otherwise than from mandatory Sinking Fund Payments, at the option of the City in whole or in part pro-rata at any time at the Redemption Price that is the greater of (A) 100% of the principal amount of the Bonds to be redeemed and (B) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bonds to be redeemed, not include any portion of those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the date on which the Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus [___] basis points plus accrued and unpaid interest on the Bonds to be redeemed on the redemption date.

The Redemption Price of the Bonds to be redeemed pursuant to this Section 3.01(b) will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the City, at the City's expense, to calculate such Redemption Price. The Trustee and the City may conclusively rely on such determination of Redemption Price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.]

(c) [*Mandatory Sinking Fund Redemption.* The Bonds maturing on January 1, [____], are subject to mandatory redemption, in part by lot as provided in the Indenture from mandatory Sinking Fund Payments, on January 1 in each of the years and in the respective principal amounts set forth below, at a redemption price equal to the principal amount thereof to be redeemed plus accrued interest to the date of redemption:

| YEAR | PRINCIPAL AMOUNT |
|---|---|
| | $ |

If the City redeems Bonds maturing on January 1, [____] pursuant to optional redemption or purchases (other than from amounts held in the Series 202[_]A Dedicated Sub-Fund) such Bonds and cancels the same, then an amount equal to the principal amount of Bonds of such maturity so redeemed or purchased shall be credited against the unsatisfied balance of future Sinking Fund Payments or the final maturity amount in such amount and against such Sinking Fund Payments or final maturity amount as shall be determined by the City in a Certificate of an Authorized Officer filed with the Trustee prior to the mailing of the notice of redemption of such Bonds or, in the absence of such determination, shall be credited against the unsatisfied balance of the applicable Sinking Fund Payments in inverse order of their payment dates.

Amounts accumulated in the Series 202[_]A Dedicated Sub-Fund or other amounts delivered to the Trustee for such purpose may, and if so directed by the City shall, be applied by the Trustee, on or prior to the 45th day before the payment date of a Sinking Fund Payment, to the purchase of the Bonds maturing January 1, [____] for which such Sinking Fund Payment is to be made in an amount not exceeding that necessary to complete the retirement of the unsatisfied balance of the Bonds maturing January 1, [____] payable from such Sinking Fund Payment on such payment date. The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bond so purchased shall not exceed the Sinking Fund redemption price of such Bond applicable upon its redemption on such payment date. Any Bonds so purchased shall be canceled and the applicable Sinking Fund redemption price thereof shall be credited against the applicable Sinking Fund Payment due on the next payment date.]

*Section 3.02. Notice of Redemption.* (a) Except as hereinafter provided, a copy of the notice of the call for any redemption identifying the Bonds to be redeemed shall be given by first class mail, postage prepaid, not less than 30 or more than 60 days prior to the date fixed for redemption, to [the Insurer and] the Registered Owners of the Bonds to be redeemed at their addresses as shown on the Bond Register. Such notice shall specify the redemption date, the redemption price, the place and manner of payment, and that from the redemption date interest will cease to accrue on the Bonds which are the subject of such notice, and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard. Prior to the date that the redemption notice is first given as aforesaid, funds shall be placed with the Trustee to pay such Bonds, any premium thereon, and accrued interest thereon to the redemption date, or such notice shall state that any redemption is conditional on such funds being deposited on the redemption date, and that failure to deposit such funds shall not constitute an Event of Default under the Indenture; any funds so deposited with the Trustee shall be invested solely in Federal Obligations maturing no later than the earlier of (i) 30 days after the date of placement with the Trustee, or (ii) the redemption date.

(b) In addition to the requirements of subsection (a), notice of the redemption of Bonds or any portion thereof identifying the Bonds or portions thereof to be redeemed shall specify (i) the series name and designation and certificate numbers of Bonds being redeemed, (ii) the CUSIP numbers of the Bonds being redeemed, (iii) the principal amount of Bonds being redeemed and the redeemed amount for each certificate (for partial calls), (iv) the redemption date, (v) the Redemption Price, (vi) the Date of Issuance, (vii) the interest rate and Maturity Date of the Bonds being redeemed, (viii) the date of mailing of notices to Registered Owners and information services, and (ix) the name of the employee of the Trustee which may be contacted with regard to such notice.

(c) Redemption notices shall also be forwarded by registered mail, telecopier or overnight delivery service to the Securities Depository with the intention that they be received at least two days prior to the date of mailing of notices to Registered Owners.

(d) Failure to give notice in the manner prescribed hereunder with respect to any Bond, or any defect in such notice, shall not affect the validity of the proceedings for redemption for any Bond with respect to which notice was properly given. Upon the happening of the above conditions and if sufficient moneys are on deposit with the Trustee on the applicable redemption date to redeem the Bonds to be redeemed and to pay interest due thereon and premium, if any, the Bonds thus called shall not, after the applicable redemption date, bear interest, be protected by the Indenture or be deemed to be outstanding under the provisions of the Indenture.

(e) If any Bond is transferred or exchanged on the Bond Register after notice has been given calling such Bond for redemption, the Trustee will attach a copy of such notice to the Bond issued in connection with such transfer or exchange.

*Section 3.03. No Partial Optional Redemption After Default.* Anything in this [Thirty-First] Supplemental Indenture to the contrary notwithstanding, if there shall have occurred and be continuing an Event of Default of which an officer of the Trustee has actual knowledge, there shall be no optional redemption of less than all of the Bonds at the time outstanding.

*Section 3.04. Selection of Bonds for Redemption.* If less than all the Bonds shall be called for redemption under any provision of this [Thirty-First] Supplemental Indenture permitting such partial redemption, the particular Bonds or portions thereof to be redeemed shall be selected in such order of maturity as the City shall determine and within any maturity by lot. In selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by the minimum Authorized Denomination. If it is determined that one or more, but not all, of the integral multiples of the Authorized Denomination of principal amount represented by any Bond is to be called for redemption, then, upon notice of intention to redeem such integral multiple of an Authorized Denomination, the Registered Owner of such Bond shall forthwith surrender such Bond to the Trustee for (a) payment to such Registered Owner of the redemption price of the integral multiple of the Authorized Denomination of principal amount called for redemption, and (b) delivery to such Registered Owner of a new Bond or Bonds in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds representing the

unredeemed balance of the principal amount of such Bond shall be issued to the Registered Owner thereof without charge therefor.

*Section 3.05. Deposit of Funds.* For the redemption of any of the Bonds, the City shall cause to be deposited in the Principal and Interest Account moneys sufficient to pay when due the principal of, and premium, if any, and interest on, the Bonds to be redeemed on the redemption date to be applied in accordance with the provisions hereof.

## ARTICLE IV

## SUPPLEMENTAL INDENTURES; AMENDMENT TO INDENTURE

*Section 4.01. Supplements or Amendments to [Thirty-First] Supplemental Indenture.* This [Thirty-First] Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

*Section 4.02.* [*Consent of Insurer Required.* A supplemental indenture under this Article requiring the consent of Bondholders shall not become effective unless the Insurer shall have consented to the execution and delivery of such supplemental indenture, *provided* that no such consent shall be required if the rights of the Insurer have ceased and terminated pursuant to Section 1104 of the Indenture.]

*Section 4.03. Amendment of* [_____] *of Indenture.* In a [ ] Supplemental Trust Indenture dated as of [_____ __], 202[_] amending the Indenture, [_____] of the Indenture was amended to read as follows:

The amendment of the Indenture described above is to be effective only upon compliance with Articles VII and VIII of the Indenture.

By purchasing the Bonds, the purchasers and Owners of the Bonds are deemed to have consented to such amendment to the Indenture and, notwithstanding any other provisions of the Indenture, such consent shall be deemed to be a continuing consent by such Owners and registered assigns so long as such Bonds are Outstanding.

*Section 4.04. Inapplicability of Section 506 of the Indenture.* By purchasing the Bonds, the purchasers and Owners of the Bonds are deemed to have consented to the inapplicability of the terms of Section 506 of the Indenture to the Bonds and, notwithstanding any other provisions of the Indenture, such consent shall be deemed to be a continuing consent by such Owners and registered assigns so long as such Bonds are Outstanding.

## ARTICLE V

## REVENUES AND FUNDS

*Section 5.01. Source of Payment of Bonds.* The Bonds, the Section 208 Obligations and the Section 209 Obligations are not general obligations of the City but are limited obligations as described in Section 2.03 hereof and as provided herein and in the Indenture.

*Section 5.02. Creation of Sub-Fund and Accounts in Senior Lien Revenue Fund.*

(a) *Creation of Series 202[_]A Dedicated Sub-Fund.* There is hereby created by the City and ordered established with the Trustee a separate and segregated sub-fund within the Senior Lien Revenue Fund, such sub-fund to be designated the "Chicago Midway Airport Series 202[_]A Senior Lien Bonds Dedicated Sub-Fund" (the *"Series 202[_]A Dedicated Sub-Fund"*). Moneys on deposit in the Series 202[_]A Dedicated Sub-Fund, and in each Account established therein as hereinafter provided, shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Bonds [and the Insurer]; [*provided* that moneys in the Debt Service Reserve Account may be used to pay debt service on Common Reserve Bonds as provided in Section 5.08 hereof].

(b) *Creation of Accounts and Sub-Account.* There are hereby created by the City and ordered established with the Trustee separate Accounts within the Series 202[_]A Dedicated Sub-Fund, designated as follows:

(1) Project Account: an Account to be designated the "Chicago Midway Airport Series 202[_]A Project Account" (the *"Project Account"*);

(2) Capitalized Interest Account: an Account to be designated the "Chicago Midway Airport Series 202[_]A Capitalized Interest Account (the *"Capitalized Interest Account"*);

(3) Costs of Issuance Account: an Account to be designated the "Chicago Midway Airport Series 202[_]A Costs of Issuance Account" (the *"Costs of Issuance Account"*);

(4) Program Fee Account: an Account to be designated the "Chicago Midway Airport Series 202[_]A Program Fee Account" (the *"Program Fee Account"*);

(5) Debt Service Reserve Account: an Account to be designated the "Chicago Midway Airport Series 202[_]A Common Debt Service Reserve Account" (the *"Debt Service Reserve Account"*); and

(6) Principal and Interest Account: an Account to be designated the "Chicago Midway Airport Series 202[_]A Principal and Interest Account" (the *"Principal and Interest Account"*).

*Section 5.03. Application of Bond Proceeds.* The proceeds received by the City from the sale of the Bonds shall be applied as follows:

(a) *Principal and Interest Account.* The Trustee shall deposit into the Principal and Interest Account any accrued interest received upon the sale of the Bonds;

(b) *Capitalized Interest Account.* The Trustee shall deposit into the Capitalized Interest Account the amount of $[_____];

(c) [*Payment to Insurer and Surety.* The premium for the Policy and the Surety Bond, in the respective amounts of $[_____] and $[_____], shall be paid to the Insurer and the Surety, respectively, by [UNDERWRITER] as a condition to the delivery of the Bonds under Section 2.06 hereof];

(d) *Debt Service Reserve Account.* The Trustee shall deposit into the Debt Service Reserve Account an amount equal to the Reserve Requirement;

(e) *Project Account.* The Trustee shall deposit into the Project Account the sum of $[_____];

(f) *Payment of Prior Airport Obligations.* The Trustee shall transfer to the Escrow Agent (as defined in the Tax Agreement) the amount of $[_____] to be applied in accordance with the City's letter of instructions to payment of the Prior Airport Obligations;

(g) *Payment of Swap Agreement Payment.* To satisfy the Swap Agreement Payments, the Trustee shall make the following transfers: (i) [_____] and (ii) [_____]; and

(h) *Costs of Issuance Account.* The balance of the proceeds of the Bonds in the amount of $[_____] shall be deposited in the Costs of Issuance Account and applied by the City to the payment of Costs of Issuance of the Bonds.

*Section 5.04. Deposits into Series 202[_]A Dedicated Sub-Fund and Accounts Therein.* On January 1 and July 1 of each year, commencing [_____ 1, 202[_]] (each such date referred to herein as the *"Deposit Date"*) there shall be deposited into the Series 202[_]A Dedicated Sub-Fund from amounts on deposit in the Senior Lien Revenue Fund an amount equal to the aggregate of the following amounts, which amounts shall have been calculated by the Trustee on the next preceding December 5 or June 5, in the case of each January 1 or July 1, respectively (such aggregate amount with respect to any Deposit Date being referred to herein as the *"Series 202[_]A Deposit Requirement"*):

(a) for deposit into the Principal and Interest Account, the amount, projected to be required as of the close of business on the applicable January 1 or July 1 next succeeding such date of calculation to restore the Principal and Interest Account to an amount equal to the Principal and Interest Account Requirement, treating for purposes of such calculation

any balance projected to be on deposit in the Capitalized Interest Account as of the close of business on such date as amounts credited to the Principal and Interest Account;

(b) for deposit into the Debt Service Reserve Account, the amount, if any, projected to be required as of the close of business on the applicable January 1 or July 1 next succeeding such date of calculation to restore the Debt Service Reserve Account to an amount equal to the Reserve Requirement; and

(c) for deposit into the Program Fee Account, the amount estimated by the City to be required as of the close of business on the related Deposit Date to pay all Program Fees payable from amounts in the Program Fee Account during the semi-annual period commencing on such related Deposit Date.

In addition to the Series 202[_]A Deposit Requirement, there shall be deposited into the Series 202[_]A Dedicated Sub-Fund any other moneys received by the Trustee under and pursuant to the Indenture or this [Thirty-First] Supplemental Indenture, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Series 202[_]A Dedicated Sub-Fund and to one or more accounts therein.

Upon calculation by the Trustee of each Series 202[_]A Deposit Requirement under this Section, the Trustee shall notify the City of the Series 202[_]A Deposit Requirement and the Deposit Date to which it relates, and shall provide the City with such supporting documentation and calculations as the City may reasonably request.

[If by the third Business Day preceding any Interest Payment Date the Trustee determines that there is not enough money in the Principal and Interest Account to make the payments of principal or interest due on the Bonds then the Trustee agrees to give notice of that fact to the Insurer as provided in Section 6.02 of this [Thirty-First] Supplemental Indenture and to the Surety as provided in the Surety Bond. Amounts paid under the Policy shall only be used to pay scheduled principal and interest on the Bonds. The Trustee will take all necessary action to make a claim first on the Surety Bond and then, to the extent necessary, on the Policy. ]

*Section 5.05. Use of Moneys in Certain Accounts for Payment of Bonds, Section 208 Obligations and Section 209 Obligations.* Moneys in the Capitalized Interest Account, the Principal and Interest Account and the Debt Service Reserve Account shall be used solely for the payment of the principal of, premium, if any, and interest on the Bonds, for the redemption of the Bonds [(and the Common Reserve Bonds with respect to moneys in the Debt Service Reserve Account as provided in Section 5.08 hereof)] prior to their Maturity Date and for the payment of Section 208 Obligations and Section 209 Obligations, but only to the extent that the Section 208 Obligations and the Section 209 Obligations relate to the Bonds. Funds for such payments shall be derived from the following source or sources but only in the following order of priority:

(a) for payment of interest on the Bonds on each Interest Payment Date with respect to the Bonds, from moneys held in the Capitalized Interest Account;

(b) for payment of interest on or principal of the Bonds on each Interest Payment Date, from moneys transferred from the Project Account and held in the Principal and Interest Account;

(c) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the Bonds and not otherwise provided for, and with respect to Section 208 Obligations and Section 209 Obligations, but only to the extent that the Section 208 Obligations and the Section 209 Obligations relate to the Bonds, from moneys held in the Principal and Interest Account, ratably, without preference or priority of any kind; and

(d) for payment of principal of, premium, if any, and interest due on each Payment Date with respect to the [Common Reserve] Bonds and not otherwise provided for, from amounts held in the Debt Service Reserve Account, ratably, without preference or priority of any kind.

In connection with any partial redemption or defeasance prior to maturity of any [Common Reserve] Bonds, the Trustee may, at the request of the City, use any amounts to be on deposit in the Debt Service Reserve Account in excess of the Reserve Requirement after giving effect to such redemption or defeasance to pay principal of, or the principal portion of the redemption price of, the [Common Reserve] Bonds to be redeemed or defeased.

*Section 5.06. Use of Moneys in Costs of Issuance Account and Program Fee Account.* Moneys deposited into the Costs of Issuance Account shall be used solely for the payment of Costs of Issuance of the Bonds as directed in a certificate of the City filed with the Trustee. If after the payment of all Costs of Issuance, as specified in a certificate of the City filed with the Trustee, there shall be any balance remaining in the Costs of Issuance Account, such balance shall be transferred to the Program Fee Account at the direction of the City. Moneys deposited into the Program Fee Account shall be used solely for the payment of Program Fees payable by the City to third parties[, including the Insurer and the Surety,] with respect to the Bonds as set forth in a Certificate of the City filed with the Trustee.

*Section 5.07. Use of Moneys in Project Account.* Except as otherwise provided in this [Thirty-First] Supplemental Indenture, moneys in the Project Account shall be disbursed and applied to pay, or to reimburse the payment of, the cost of 202[_] Airport Projects.

*Section 5.08. Debt Service Reserve Account.* (a) The City shall maintain the Debt Service Reserve Account in an amount equal to the Reserve Requirement, which requirement may be satisfied, in whole or in part, by one or more Qualified Reserve Account Credit Instruments [approved by the Insurer and] meeting the requirements of Section 413 of the Indenture. Any Qualified Investments held to the credit of the Debt Service Reserve Account shall be valued in accordance with Section 305 of the Indenture.

(b) The moneys in the Debt Service Reserve Account are held for the benefit of all Bonds [and the other Common Reserve Bonds]. Anything herein to the contrary notwithstanding, moneys in the Debt Service Reserve Account shall be held and disbursed for the benefit of [the Bonds] [all

Common Reserve Bonds] and such moneys are hereby pledged and assigned for that purpose. So long as any Bonds remain outstanding the City covenants that the Trustee shall hold and disburse the Debt Service Reserve Account for the benefit of Bonds [and the other Common Reserve Bonds].

*Section 5.09. Non-presentment of Bonds.* In the event any Bond shall not be presented for payment when the principal thereof becomes due, whether at maturity, at the date fixed for redemption or otherwise, if moneys sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, subject to the provisions of the immediately following paragraph, all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys, without liability for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on such Registered Owner's part under the Indenture or on, or with respect to, such Bond.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the City, and thereafter the Registered Owners of such Bonds shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such moneys shall thereupon cease, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such moneys. The obligation of the Trustee under this Section to pay any such funds to the City shall be subject, however, to any provisions of law applicable to the Trustee or to such funds providing other requirements for disposition of unclaimed property.

*Section 5.10. Moneys Held in Trust.* All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account referred to in any provision of this [Thirty-First] Supplemental Indenture shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby. Payments under and the Policy shall be used solely and only to pay scheduled principal and interest on the Bonds as provided in the Policy.

*Section 5.11. Investment of Moneys.* Moneys held in the funds, accounts and sub-accounts established hereunder shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture[; *provided, however,* that proceeds of the Policy shall only be invested in Federal Obligations maturing no later than the date upon which such moneys will be required to be used in accordance herewith]. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or sub-account for which they were made.

*Section 5.12. Investment Income.* The interest earned on any investment of moneys held hereunder, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the fund, account or sub-account for which such investment was made; *provided, however,* that any interest earned on, and any profit resulting from, the investment

of moneys on deposit in the Debt Service Reserve Account shall be transferred by the Trustee to the Senior Lien Revenue Fund.

*Section 5.13. Costs of Airport Projects.* For the purposes of this [Thirty-First] Supplemental Indenture the costs of Airport Projects, including the 202[_] Airport Projects, shall include to the extent applicable:

(a) Obligations incurred for labor and to contractors, builders, and materialmen in connection with the construction, installation and acquisition of the Airport Projects or any part thereof, and obligations incurred for the installation and acquisition of machinery and equipment;

(b) Payment to owners and others for real property including payments for options, easements or other contractual rights;

(c) All expenses incurred in the acquisition of real property, including all costs and expenses of whatever kind in connection with the exercise of the power of eminent domain, and including the cost of title searches and reports, abstracts of title, title certificates and opinions, title guarantees, title insurance policies, appraisals, negotiations and surveys;

(d) The amount of any damages incident to or consequent upon the construction, installation and acquisition of the Airport Projects;

(e) The cost of any indemnity, fidelity and surety bonds, the fees and expenses of the Trustee during construction, installation and acquisition of Airport Projects, and premiums on insurance, if any, in connection with such Airport Projects during construction, installation and acquisition, including builders' risk insurance;

(f) The cost of engineering and architectural services which includes borings and other preliminary investigations to determine foundation or other conditions, expenses necessary or incident to the development of contract documents and supervising construction, as well as for the performance of all other duties of engineers and architects set forth herein in relation to the construction, installation and acquisition of such Airport Projects or the issuance of Bonds therefor;

(g) Costs of Issuance;

(h) Any cost properly chargeable to such Airport Projects prior to and during construction, installation and acquisition;

(i) The cost of restoring, repairing and placing in its original condition, as nearly as practicable, all public or private property damaged or destroyed in the construction of such Airport Projects and the cost thereof, or the amount required to be paid by the City as adequate compensation for such damage or destruction, and all costs lawfully incurred or damages lawfully payable, with respect to the restoration, relocation, removal, reconstruction or duplication of property made necessary or caused by the construction and installation of such Airport Projects and the cost thereof,

(j) Any obligation or expense incurred by the City for moneys advanced in connection with the construction, installation and acquisition of Airport Projects and the cost thereof; and

(k) All other items of cost and expense not elsewhere in this Section specified, incident to the construction, installation and acquisition of Airport Projects and the financing thereof, including, without limiting the generality of the foregoing, capitalized interest on the Bonds and, upon receipt by the Trustee of a Favorable Opinion of Bond Counsel, capitalized interest on other Airport Obligations.

*Section 5.14. Disbursements from Project Account.* (a) All disbursements from the Project Account shall be made in accordance with requisitions signed by the an Authorized Officer, as to the following:

(i) Item number of the payment;

(ii) The amount to be paid;

(iii) The purpose, by general classification, for which payment is to be made;

(iv) That the obligations in stated amounts have been incurred by the City, and that each item thereof is a proper charge against the Project Account and is due and has not been included in any prior requisition which has been paid; and

(v) That there has not been filed with or served upon the City any notice of any lien, right to lien, or attachment upon or claim affecting the right to receive payment of any of the moneys payable to any of the persons, firms or corporations named which have not been released or will not be released simultaneously with the payment of such obligations, and in the event that any assignment of right to receive payment has been made and notice thereof has been given to the City and the City has accepted such assignment, the order directing payment shall recite that fact and direct the payment to be made to the assignee thereof as shown by the records of the City.

(b) Disbursements from the Project Account may be made directly to the firm or corporation to whom payment is due or to the City in reimbursement for payments made or to be made by the City.

(c) Upon receipt of any such orders the Trustee shall make payments from the Project Account and the Trustee shall make disbursements in accordance with the directions from the City Comptroller.

*Section 5.15. Permitted Transfers.* (a) Moneys in the Project Account may be transferred or withdrawn as shall be specified by the City pursuant to paragraph (b) of this Section for any one or more of the following purposes: (i) to make transfers to one or more other Project Accounts maintained under the Indenture to pay the costs of other Airport Projects, (ii) to make transfers into the Debt Service Reserve Account to make up any deficiency therein, (iii) to make transfers to the Principal and Interest Account or the Capitalized Interest Account, or (iv) to redeem Senior

Lien Obligations in accordance with the provisions of this [Thirty-First] Supplemental Indenture, the applicable Supplemental Indenture and the Indenture.

(b) Before any such transfer or withdrawal shall be made, the City shall file with the Trustee:

(i) its requisition therefor, stating the amount of the transfer or withdrawal and directing the Trustee as to the application of such amount;

(ii) A Counsel's Opinion stating that in the opinion of the signer, such transfer or withdrawal will not constitute a breach or default on the part of the City of any of the covenants or agreements contained in this [Thirty-First] Supplemental Indenture or the Indenture; and

(iii) a Favorable Opinion of Bond Counsel.

## [ARTICLE VI

## BOND INSURANCE

*Section 6.01. General Provisions.* The following covenants shall apply only to the Insured Bonds and shall only be applicable during the period in which any Insured Bonds are Outstanding or any amounts are due to the Insurer under the Policy, and the Insurer has not lost its rights pursuant to Section 1104 of the Indenture. The covenants contained in this Article VI may only be enforced by the Insurer and may be modified, amended or waived at any time with the prior written consent of the Insurer and without the consent of the Trustee (so long as such modification or amendment imposes no additional duties on the Trustee) or any holder of the Insured Bonds.

The City and the Trustee, as applicable, hereby covenant with the Insurer as follows:

(a) Any provision of the Indenture expressly recognizing or granting rights in or to the Insurer may not be amended in any manner that affects the rights of the Insurer without the prior written consent of the Insurer. The Insurer reserves the right to charge the City a fee for any consent or amendment to the Indenture while the Policy is outstanding.

(b) As long as the Policy is in effect and the Insurer shall have satisfied its obligations thereunder, the Insurer shall be entitled to exercise all of the rights to direct proceedings granted to the Owners of Insured Bonds under the Indenture and in such event shall be further entitled to direct the Trustee with respect to the use and disposition of moneys on deposit in the Principal and Interest Account of the Series 202[_]A Dedicated Sub-Fund (including, without limitation, the right to direct the Trustee to pay over all or any part of such moneys to the Insurer) until all of the obligations to the Insurer under the Indenture shall have been satisfied in full. As long as the Policy shall be in effect, and the Insurer shall have satisfied its obligations thereunder, the Owners of the Insured Bonds shall not have the right to exercise any remedies without the consent of the Insurer.

(c) Anything in the Indenture to the contrary notwithstanding, in determining whether the rights of the Owners of the Insured Bonds will be adversely affected by any action taken pursuant to the terms and provisions of the Indenture, the Trustee shall consider the effect on the Owners of the Insured Bonds as if there were no Policy.

*Section 6.02. Payment Procedure Pursuant to the Policy.* As long as the Policy shall be in full force and effect, the City and the Trustee agree to comply with the following provisions:

(a) At least one business day prior to all Interest Payment Dates, the Trustee will determine whether there will be sufficient funds in the funds and accounts to pay the principal of or interest on the Insured Bonds on such Interest Payment Date. If the Trustee determines that there will be insufficient funds in such funds or accounts, the Trustee shall so notify the Insurer. Such notice shall specify the amount of the anticipated deficiency, the Insured Bonds to which such deficiency is applicable and whether such Insured Bonds will be deficient as to principal or interest, or both. If the Trustee has not so notified the Insurer at least one business day prior to an Interest Payment Date, the Insurer will make payments of principal or interest due on the Insured Bonds on or before the first business day next following the date on which the Insurer shall have received notice of nonpayment from the Trustee.

(b) The Trustee shall, after giving notice to the Insurer as provided in (a) above, make available to the Insurer and, at the Insurer's direction, to [_____], as insurance trustee for the Insurer or any successor insurance trustee (the *"Insurance Trustee"*), the registration books of the City maintained by the Trustee and all records relating to the funds and accounts maintained under this [Thirty-First] Supplemental Indenture.

(c) The Trustee shall provide the Insurer and the Insurance Trustee with a list of registered owners of Insured Bonds entitled to receive principal or interest payments from the Insurer under the terms of the Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the registered owners of the Insured Bonds entitled to receive full or partial interest payments from the Insurer and (ii) to pay principal upon the Bonds surrendered to the Insurance Trustee by the registered owners of the Insured Bonds entitled to receive full or partial principal payments from the Insurer.

(d) The Trustee shall, at the time it provides notice to the Insurer pursuant to (a) above, notify registered owners of Insured Bonds entitled to receive the payment of principal or interest thereon from the Insurer (i) as to the fact of such entitlement, (ii) that the Insurer will remit to them all or a part of the interest payments next coming due upon proof of Bondholder entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the registered owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Insurer, they must surrender their Insured Bonds (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to permit ownership of such Insured Bonds to be registered in the name of the Insurer) for payment to the Insurance Trustee, and not the Trustee, and (iv) that should they be entitled

to receive partial payment of principal from the Insurer, they must surrender their Insured Bonds for payment thereon first to the Trustee, who shall note on such Insured Bonds the portion of the principal paid by the Trustee, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee, which will then pay the unpaid portion of principal.

(e) In the event that the Trustee has notice that any payment of principal of or interest on an Insured Bond which has become Due for Payment and which is made to a Bondholder by or on behalf of the City has been deemed a preferential transfer and theretofore recovered from its registered owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, non-appealable order of a court having competent jurisdiction, the Trustee shall, at the time the Insurer is notified pursuant to (a) above, notify all registered owners that in the event that any registered owner's payment is so recovered, such registered owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee shall furnish to the Insurer its records evidencing the payments of principal of and interest on the Insured Bonds which have been made by the Trustee and subsequently recovered from registered owners and the dates on which such payments were made.

(f) In addition to those rights granted the Insurer under this [Thirty-First] Supplemental Indenture, the Insurer shall, to the extent it makes payment of principal of or interest on Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note the Insurer's rights as subrogee on the registration books of the City maintained by the Trustee, upon receipt from the Insurer of proof of the payment of interest thereon to the registered owners of the Insured Bonds, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer's rights as subrogee on the registration books of the City maintained by the Trustee upon surrender of the Insured Bonds by the registered owners thereof together with proof of the payment of principal thereof.

*Section 6.03. The Insurer as Third Party Beneficiary.* To the extent that the Indenture confers upon or gives or grants to the Insurer, any right, remedy or claim under or by reason of the Indenture, the Insurer is hereby explicitly recognized as being a third-party beneficiary under the Indenture and may enforce any such right, remedy or claim conferred, given or granted under the Indenture.

*Section 6.04. Notices and Other Information to Be Given to the Insurer.* (a) While the Policy is in effect, the City shall furnish upon request the following to the Insurer (to the attention of the Surveillance Department):

(i) as soon as practicable after the filing thereof, a copy of any financial statement of the City and a copy of any audit and annual report of the City;

(ii) a copy of any notice to be given to the Owners of the Bonds, including, without limitation, notice of any redemption of or defeasance of the Bonds, and any certificate rendered pursuant to the Indenture relating to the security for the Bonds, at no cost to the Insurer;

(iii) the Insurer will receive written notice of the resignation of the Trustee;

(iv) such additional information it may reasonably request; and

(v) all information delivered pursuant to the Continuing Disclosure Undertaking executed in connection with the issuance of the Bonds.

(b) The City shall notify the Insurer (to the attention of the General Counsel Office) of the following:

(i) any failure of the City to provide relevant notices, certificates, etc.; and

(ii) notwithstanding any other provision of the Indenture, immediately if at any time there are insufficient moneys to make any payments of principal and/or interest as required and immediately upon the occurrence of any event of default under the Indenture.

(c) The City will permit the Insurer to discuss the affairs, finances and accounts of the City or any information the Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the City. The City will permit the Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

*Section 6.05. Payment of Bonds by Insurer.* Notwithstanding anything in the Indenture to the contrary, in the event that the principal or interest due on the Insured Bonds shall be paid by the Insurer pursuant to the Policy and until such time as such payment by the Insurer has not been reimbursed by the City, such Insured Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the City by virtue of the payment by the Insurer in respect of such Insured Bonds, and the assignment and pledge described in Granting Clauses of the Indenture and all covenants, agreements and other obligations of the City to the registered owners of such Insured Bonds shall continue to exist and shall run to the benefit of the Insurer, and shall be subrogated to the rights of the registered owners of such Insured Bonds.]

## ARTICLE VII

### MISCELLANEOUS

*Section 7.01. [Thirty-First] Supplemental Indenture as Part of Indenture.* This [Thirty-First] Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture shall apply and be deemed to be for the equal benefit, security and protection of the Bonds.

*Section 7.02. Severability.* If any provision of this [Thirty-First] Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

*Section 7.03. Payments Due on Saturdays, Sundays and Holidays.* If any payment of interest or principal or premium on the Bonds is due on a date that is not a Business Day, payment shall be made on the next succeeding Business Day with the same force and effect as if made on the date which is fixed for such payment, and no interest shall accrue on such amount for the period after such due date.

*Section 7.04. Trustee Representation.* Neither the Trustee nor any Affiliate (defined below) thereof is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in this Section "*Affiliate,*" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

*Section 7.05. Counterparts.* This [Thirty-First] Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*Section 7.06. Rules of Interpretation.* Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this [Thirty-First] Supplemental Indenture and not solely to the particular portion in which any such word is used.

*Section 7.07. Captions.* The captions and headings in this [Thirty-First] Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this [Thirty-First] Supplemental Indenture.

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, and Trustee has caused these presents to be executed in its corporate name and with its corporate seal hereunto affixed and attested by its duly authorized officers, as of the date first above written.

CITY OF CHICAGO

By:_____
Chief Financial Officer

[SEAL]

Attest:

By:_____
City Clerk

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By:_____
Authorized Signatory

[SEAL]

Attest:

By:_____
Authorized Signatory

*Exhibit "C".*

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_____ SUPPLEMENTAL INDENTURE

From

City of Chicago

To

U.S. Bank Trust Company, National Association,
as Trustee

Creating the Qualified Debt Service Reserve Sub-Fund

Dated as of [_____] 1, 2025

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Supplementing a Master Indenture of Trust Securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations dated as of June 1, 2018.

**_____ SUPPLEMENTAL INDENTURE**

THIS _____ SUPPLEMENTAL INDENTURE, made and entered into as of [_____] 1, 2025, from the City of Chicago (the "*City*"), a municipal corporation and home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois, to U.S. Bank Trust Company, National Association (the "*Trustee*"), a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, as Trustee.

**W I T N E S S E T H:**

WHEREAS, the City is a home rule unit of local government, duly organized and existing under the laws of the State of Illinois, and in accordance with the provisions of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois is authorized to own and operate commercial and general aviation facilities; and

WHEREAS, the City currently owns and operates an airport known as Chicago O'Hare International Airport; and

WHEREAS, the City has entered into a Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, with the Trustee (the "*Indenture*") which authorizes the issuance of Senior Lien Obligations (as therein defined) in one or more Series pursuant to one or more Supplemental Indentures and the incurrence by the City of Section 208 Obligations (as therein defined) and Section 209 Obligations (as therein defined); and

WHEREAS, pursuant to Section 1012 of the Indenture, U.S. Trust Company, National Association is the successor to U.S. Bank National Association, as Trustee under the Indenture; and

WHEREAS, the City anticipates that it will issue from time to time various Series of Senior Lien Obligations as "Qualified Bonds" (as herein defined); and

WHEREAS, pursuant to Section 301 and Section 701 of the Indenture and to better secure the payment of the Qualified Bonds, the City and the Trustee are entering into this _____ Supplemental Indenture to create the Qualified Debt Service Reserve Sub-Fund (as herein defined) as a Dedicated Sub-Fund within the Debt Service Fund.

NOW, THEREFORE, THIS _____ SUPPLEMENTAL INDENTURE WITNESSETH:

GRANTING CLAUSES

That the City, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Qualified Bonds by the Registered Owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of and interest on the Qualified Bonds according to their tenor and effect, to secure the performance and observance by the City of all the covenants expressed or implied herein and in the Qualified Bonds, does hereby assign and grant a security interest in and to the following to the Trustee, and its successors in trust and assigns forever, for the securing of the performance of the obligations of the City hereinafter set forth (the "*Trust Estate*"):

GRANTING CLAUSE FIRST

All moneys and securities from time to time held by the Trustee in the Qualified Debt Service Reserve Sub-Fund.

GRANTING CLAUSE SECOND

Any and all other property, rights and interests of every kind and nature from time to time hereafter by delivery or by writing of any kind granted, bargained, sold, alienated, demised, released, conveyed, assigned, transferred, mortgaged, pledged, hypothecated or otherwise subjected hereto, as and for additional security hereunder by the City or by any other person on its behalf or with its written consent to the Trustee, and the Trustee is hereby authorized to receive any and all property thereof at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors in said trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Qualified Bonds, without privilege, priority or distinction as to the lien or otherwise of any of the foregoing over any other of the foregoing except to the extent herein or in the Indenture otherwise specifically provided;

PROVIDED, HOWEVER, that if the City, its successors or assigns shall well and truly pay, or cause to be paid, the principal of and interest on the Qualified Bonds due or to become due thereon, at the times and in the manner set forth in each applicable Series Supplemental Indenture (as herein defined) according to the true intent and meaning thereof, and shall cause the payments to be made on the Qualified Bonds as required under Section 2.05 hereof, or shall provide, as permitted hereby, for the payment thereof and shall well and truly cause to be kept, performed and observed all of its covenants and conditions pursuant to the terms of the Indenture, the Series Supplemental Indentures creating each Series of Qualified Bonds and this _____ Supplemental Indenture

and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then upon the final payment thereof this _____ Supplemental Indenture and the rights hereby granted shall cease, determine and be void; otherwise this _____ Supplemental Indenture shall remain in full force and effect.

THIS _____ SUPPLEMENTAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all said property, rights and interests and any other amounts hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as herein expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners of the Qualified Bonds, as follows:

## ARTICLE I

### Definitions

All capitalized terms used herein unless otherwise defined shall have the same meaning as used in Article I of the Indenture. In addition, the following words and phrases shall have the following meanings for purposes of this _____ Supplemental Indenture:

"*Bondholder*" or "*holder*" or "*owner of the Bonds*" or "*registered owner*" means the Registered Owner of any Qualified Bond.

"*Business Day*" means a day on which banks located in the city in which the principal corporate trust office of the Trustee is located are not required or authorized to remain closed, and are not in fact closed.

"*Deposit Date*" means any date established by a Series Supplemental Indenture for the deposit of moneys into the Series Dedicated Sub-Fund maintained under such Series Supplemental Indenture.

"*Indenture*" means the Master Indenture of Trust securing Chicago O'Hare International Airport General Airport Revenue Senior Lien Obligations, dated as of June 1, 2018, from the City to the Trustee, pursuant to which Senior Lien Obligations are authorized to be issued, and any amendments and supplements thereto, including this _____ Supplemental Indenture. References to Articles and Sections of the Indenture shall be deemed to refer to Articles and Sections of the Indenture.

"*Moody's*" means Moody's Investors Service, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"*Other Available Moneys Certificate*" means any Other Available Moneys Certificate, with respect to Series of Qualified Bonds, signed by the Chief Financial Officer and filed with the Trustee.

"*PFC Act*," means the Aviation Safety and Capacity Expansion Act of 1990, Pub. L. 101-508, Title IX, Subtitle B, §§ 9110 and 9111, recodified as 49 U.S.C. § 40117, as amended from time to time.

"*PFC Approvals*," means the Records of Decision and Final Agency Decisions of the Federal Aviation Administration relating to passenger facility charges imposed by the City at the Airport.

"*PFC Capital Fund*," means the PFC Capital Fund of the City currently maintained under the PFC Master Indenture.

"*PFC Master Indenture*" means the Master Trust Indenture Securing Chicago O'Hare International Airport Passenger Facility Charge Obligations dated as of January 1, 2008, from the City to The Bank of New York Mellon Trust Company, N.A., as trustee.

"*PFC Regulations*" means Part 158 of the Federal Aviation Regulations (14 CFR Part 158), as amended from time to time, and any other regulation issued with respect to the PFC Act.

"*PFC Revenue Deposit Account*" means each account so named and maintained under each Series Supplemental Indenture.

"*PFC Revenues*" means all revenue received by the City from the passenger facility charges imposed by the City at the Airport pursuant to the PFC Act, the PFC Regulations, the PFC Approvals and an ordinance adopted by the City Council on January 12, 1993, including any interest earned thereon after such revenue has been remitted to the City as provided in the PFC Regulations.

"*PFC Trustee*" means the Trustee under the PFC Master Indenture.

"*Pledged Other Available Moneys*" means, with respect to each Series of Qualified Bonds and for each Fiscal Year, the amounts to be withdrawn from the PFC Capital Fund and deposited into the applicable PFC Revenue Deposit Account that the Chief Financial Officer has determined to be Other Available Moneys as evidenced by the Other Available Moneys Certificate.

"*Qualified Bonds*" means a Series of Senior Lien Obligations (i) issued after July 1, 2025, (ii) designated by the Supplemental Indenture creating such Series as entitled to the benefits of the Qualified Debt Service Reserve Sub-Fund and (iii) secured by (a) a pledge of Revenues and (b) a pledge of PFC Revenues, including moneys to be withdrawn from the PFC Capital Fund that are Pledged Other Available Moneys as determined by an Other Available Moneys Certificate.

"*Qualified Credit Provider*" means the issuer of a Qualified Reserve Credit Instrument, if any.

"*Qualified Deb Service Reserve Sub-Fund*" means the Chicago O'Hare International Airport Qualified Debt Service Reserve Dedicated Sub-Fund established and described in Article II.

"*Qualified Reserve Credit Instrument*" means a letter of credit, surety bond or non-cancellable insurance policy issued by a domestic or foreign bank, insurance company or other financial institution whose debt obligations on the date of issuance thereof are rated in the highest rating category by S&P and Moody's and, if rated by A.M. Best & Company, is rated in the highest rating category by A.M. Best & Company. Any such letter of credit, surety bond or insurance policy shall be issued in the name of the Trustee and shall contain no restrictions on the ability of the Trustee to receive payment thereunder other than a certification of the Trustee that the funds drawn thereunder are to be used for purposes for which moneys in the Qualified Debt Service Reserve Sub-Fund may be used under this _____ Supplemental Indenture.

"*Registered Owner*" means the person or persons in whose name or names a Qualified Bond shall be registered on the books of the City kept for that purpose.

"*Reserve Requirement*" means, as of the date of computation, the maximum amount of Principal Installments of and interest on the Qualified Bonds payable in the current or any future Bond Year, provided, however, that if upon the issuance of a Series of Qualified Bonds such amount would require that moneys be paid into the Qualified Debt Service Reserve Sub-Fund from the proceeds of such Series in excess of the amount permitted to the Code, the Reserve Requirement shall be the sum of (a) the Reserve Requirement immediately preceding the issuance of such Series and (b) the maximum amount permitted under the Code to be deposited from the proceeds of such Series as certified by the Chief Financial Officer.

"*Series Dedicated Sub-Fund*" means the Dedicated Sub-Fund created by a Series Supplemented Indenture for the payment and security of a Series of Qualified Bonds.

"*Series Share Amount*" means on any Deposit Date and with respect to a particular Series of the Qualified Bonds, the amount required to restore the sum held in the Qualified Debt Service Reserve Sub-Fund multiplied by a fraction the numerator of which is the then outstanding principal amount of Qualified Bonds of such Series and the denominator of which is the then outstanding principal amount of all Series of Qualified Bonds.

"*Series Supplemental Indenture*" means a Supplemental Indenture creating a Series of Qualified Bonds.

"_____ *Supplemental Indenture*" means this _____ Supplemental Indenture and any amendments and supplements hereto.

"*S&P*" means S&P Global Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

## ARTICLE II

### The Qualified Debt Service Reserve Sub-Fund

**Section 2.01. Creation of Qualified Debt Service Reserve Sub-Fund.** There is hereby created by the City and ordered established with the Trustee, a separate and segregated Dedicated Sub-Fund within the Debt Service Fund to be designed the "Chicago O'Hare International Airport Qualified Debt Service Reserve Dedicated Sub-Fund." Moneys on deposit in the Qualified Debt Service Reserve Sub-Fund shall be held in trust by the Trustee for the sole and exclusive benefit of the Registered Owners of the Qualified Bonds and shall not be used or available for any payment of any other Senior Lien Obligations.

All moneys required to be deposited with or paid to the Trustee for the account of the Qualified Debt Service Reserve Sub-Fund shall be held by the Trustee in trust as provided in Section 1003 of the Indenture, and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

**Section 2.02. Application of Qualified Debt Service Reserve Sub-Fund.**

(a) The City shall maintain the Qualified Debt Service Reserve Sub-Fund in an amount equal to the Reserve Requirement, which requirement may be satisfied with (i) one or more Qualified Reserve Credit Instruments, (ii) Qualified Investments, or (iii) a combination thereof. Any Qualified Investments held to the credit of the Qualified Debt Service Reserve Sub-Fund shall be valued in accordance with Section 307 of the Indenture. If on any valuation date as provided in Section 307 of the Indenture the amount on deposit in the Qualified Debt Service Reserve Sub-Fund is more than the Reserve Requirement, unless otherwise directed by the City pursuant to paragraph (d) of this Section, the amount of such excess shall be transferred by the Trustee for deposit into the Revenue Fund established under the Indenture.

(b) If at any time the Qualified Debt Service Reserve Sub-Fund holds both a Qualified Reserve Credit Instrument and Qualified Investments, the Qualified Investments shall be liquidated and the proceeds applied for the purposes for which Qualified Debt Service Reserve Sub-Fund moneys may be applied under this _____ Supplemental Indenture prior to any draw being made on the Qualified Reserve Credit Instrument. If the Qualified Debt Service Reserve Sub-Fund holds Qualified Reserve Credit Instruments issued by more than one issuer, draws shall be made under such credit instruments on a *pro rata* basis to the extent of available funds. Amounts deposited into the Qualified Debt Service Reserve Sub-Fund for the purpose of restoring amounts withdrawn from the Qualified Debt Service Reserve Sub-Fund shall be applied first to reimburse the Qualified Credit Provider and thereby reinstate the Qualified Reserve Credit Instrument and next to make deposits into the Qualified Debt Service Reserve Sub-Fund.

(c) If on any Payment Date for the payment of the Principal Installment of and interest on any Series of the Qualified Bonds the amount held in the Dedicated Sub-Fund for that Series for the payment of such Principal Installment or interest due and payable on such Payment Date shall be less than the Principal Installment and interest then due and payable, then the Trustee shall withdraw from the Qualified Debt Service Reserve Sub-Fund and deposit into the Dedicated Sub-Fund for that Series the amount necessary to cure such deficiency. In the case of deficiencies in

multiple Series, such withdrawal shall be made ratably between the Series, without preference or priority of any kind.

(d) At the direction of the City expressed in a Certificate filed with the Trustee, moneys in the Qualified Debt Service Reserve Sub-Fund may be withdrawn and deposited in trust to pay or provide for the payment of Senior Lien Obligations pursuant to Section 1101 of the Indenture; provided, however, that immediately after such withdrawal the amount on deposit in the Qualified Debt Service Reserve Sub-Fund equals or exceeds the Reserve Requirement.

**Section 2.03. Restoration.** Each Series Supplemental Indenture shall provide for the restoration of the Qualified Debt Service Reserve Sub-Fund from moneys deposited into the Series Dedicated Sub-Fund as part of the Deposit Requirement for such Series Dedicated Sub-Fund.

Whenever the amount held in the Qualified Debt Service Reserve Sub-Fund shall be less than the then current Reserve Requirement, the Trustee shall determine the amount required to cure such deficiency. On the next Deposit Date, the Trustee shall withdraw from each Series Dedicated Sub-Fund and deposit into the Qualified Debt Service Reserve Sub-Fund the applicable Series Share Amount so that the aggregate sum deposited will restore the Qualified Debt Service Reserve Sub-Fund to an amount equal to the Reserve Requirement, including the reimbursement of any Qualified Credit Provider.

**Section 2.04. Investment of Moneys.** Moneys held in the Qualified Debt Service Reserve Sub-Fund shall be invested and reinvested in accordance with the provisions governing investments contained in the Indenture. All such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund, account or subaccount for which they were made. The interest earned on any investment of moneys held in the Qualified Debt Service Reserve Sub-Fund, any profit realized from such investment and any loss resulting from such investment shall be credited or charged to the Qualified Debt Service Reserve Sub-Fund.

**Section 2.05. Defeasance.** If the City shall pay to the Registered Owners of the Qualified Bonds, or provide for the payment of, the principal, and interest to become due thereon, at the times and in the manner stipulated in Section 1101 of the Indenture, then this _____ Supplemental Indenture shall be fully discharged and satisfied. Upon the satisfaction and discharge of this _____ Supplemental Indenture, the Trustee shall, upon the request of the City, execute and deliver to the City all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the City all moneys held by them pursuant to this _____ Supplemental Indenture that are not required for the payment of the Qualified Bonds not theretofore surrendered or presented for such payment.

## ARTICLE III

### Concerning the Trustee

**Section 3.01. Acceptance of Trusts.** The Trustee hereby accepts the trusts imposed upon it by this _____ Supplemental Indenture, and agrees to perform said trusts, but only upon and subject to the express terms and conditions set forth herein and in the Indenture. Except

as otherwise expressly set forth in this _____ Supplemental Indenture, the Trustee assumes no duties, responsibilities or liabilities by reason of its execution of this _____ Supplemental Indenture other than as set forth in the Indenture and this _____ Supplemental Indenture, and this _____ Supplemental Indenture is executed and accepted by the Trustee subject to all the terms and conditions of its acceptance of the trust under the Indenture, as fully as if said terms and conditions were herein set forth at length.

**Section 3.02. Dealing in Qualified Bonds.** The Trustee, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City, and may act as depositary, trustee or agent for any committee or body of the owners of Qualified Bonds secured hereby or other obligations of the City as freely as if it did not act in any capacity hereunder.

## ARTICLE IV

### Miscellaneous

**Section 4.01. _____ Supplemental Indenture as Part of Indenture.** This _____ Supplemental Indenture shall be construed in connection with and as a part of the Indenture and all terms, conditions and covenants contained in the Indenture, except as herein modified and except as restricted in the Indenture to Senior Lien Obligations of another Series, shall apply and be deemed to be for the equal benefit, security and protection of the Qualified Bonds. This _____ Supplemental Indenture may be supplemented or amended in the manner set forth in Articles VII and VIII, respectively, of the Indenture.

**Section 4.02. Severability.** If any provision of this _____ Supplemental Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

**Section 4.03. Counterparts.** This _____ Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 4.04. Rules of Interpretation.** Unless expressly indicated otherwise, references to Sections or Articles are to be construed as references to Sections or Articles of this instrument as originally executed. Use of the words "herein," "whereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this _____ Supplemental Indenture and not solely to the particular portion in which any such word is used.

**Section 4.05. Captions.** The captions and headings in this _____ Supplemental Indenture are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this _____ Supplemental Indenture.

**Section 4.06. Additional Notices.** Copies of all notices, certificates or other communications given to the City or the Trustee pursuant to the requirements of the Indenture or

this _____ Supplemental Indenture at the addresses set forth in Section 1105 of the Indenture shall be given to any Qualified Credit Provider of Qualified Credit Instruments held in the Qualified Debt Service Reserve Sub-Fund at the same time and in the same manner.

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name and with its official seal hereunto affixed and attested by its duly authorized officials; and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be executed in its corporate name and attested by its duly authorized officers, as of the date first above written.

**CITY OF CHICAGO**

By: _____
Chief Financial Officer

[SEAL]

Attest:

By: _____
City Clerk

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**
as Trustee

By: _____
Authorized Signatory

Attest:

By: _____
Authorized Signatory

During the Finance Committee report, Alderperson Reilly raised a *Point of Clarification* regarding a Mayoral communication introduced under Reports and Communications from the Mayor and Other City Officers, stating that the item as read into the record did not properly describe the subject matter of the accompanying legislation and therefore did not allow members to the body the opportunity to consider an alternative committee referral different than the sponsor's intent.

The Chair ruled that the matter had been read properly into the record and contained information identifying the subject matter of the legislative proposal.

Shortly thereafter, Alderperson Reilly was recognized and stated that the Illinois Open Meetings Act requires that a meeting agenda set forth the general subject matter of any resolution or ordinance that will be the subject of final action at the meeting and implies that a more detailed description of the proposed legislation gives the public a clear understanding of the general subject matter.

The Chair then reaffirmed his prior ruling.

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## COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

---

AMENDMENT OF SECTION 3-56-050 OF MUNICIPAL CODE BY MODIFYING SUBSECTION E REGARDING WAIVER OF FEES IMPOSED BY CHAPTER.
[O2025-0017548]

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

CHICAGO, June 18, 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 an amendment of Municipal Code Section 3-56-050 by amending Subsection E regarding waiver of fees imposed by chapter (O2025-0017548), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 3-56-050 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

3-56-050 Fees -- Late Fees.

(Omitted text is unaffected by this ordinance.)

(e) For two separate ~~a single~~ periods in 2025 of up to 31 continuous days each ~~per year~~, the City Clerk may waive late fees required by Section 3-56-050 of the Municipal Code of Chicago for those ~~people~~ individuals who owe late fees and apply for an initial or renewal wheel tax emblem during that period.

SECTION 2. This ordinance shall take effect upon passage and publication.

---

EXECUTION OF REDEVELOPMENT AGREEMENT WITH TWISTED EGGROLL LLC FOR PROVISION OF NEIGHBORHOOD OPPORTUNITY FUNDS FOR RENOVATION OF COMMERCIAL PROPERTY GENERALLY LOCATED AT 657 E. 75TH ST.

[O2025-0017483]

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

CHICAGO, June 18, 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 Twisted Eggroll LLC for provision of Neighborhood Opportunity Funds for renovation of commercial property generally located at 657 East 75th Street in the 6th Ward (O2025-0017483), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under 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 (the "Commissioner") of the Department of Planning and Development ("DPD") 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, 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)

*Redevelopment Agreement With Twisted Eggroll LLC.*
(Medium Community Development Grant)

This Twisted Eggroll LLC 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**

<table>
<tr><th>Term<br>(Agreement Section where first used)</th><th>Definition</th></tr>
<tr><td>Closing Date (preamble)</td><td>__/__/2025</td></tr>
<tr><td>Developer (preamble)</td><td>Twisted Eggroll, LLC, an Illinois limited liability company</td></tr>
<tr><td>Project</td><td>The Developer is renovating the 6,500 square foot commercial property generally located at 657 East 75th Street, Chicago, Illinois into a commercial/production kitchen to increase distribution capacity for the Chicago based frozen food business.</td></tr>
<tr><td>Ordinance Date (Recitals)</td><td>]__/__/2025</td></tr>
<tr><td>Commencement Date (3.01)</td><td>]__/__/2025</td></tr>
<tr><td>Completion Date (3.01)</td><td>]__/__/2026</td></tr>
<tr><td>Estimated Project Cost (4.01)</td><td>$ 1,395,776</td></tr>
<tr><td>Base Grant</td><td>$ 784,238</td></tr>
<tr><td>Local Residency Bonus (4.05(b))</td><td>not applicable</td></tr>
<tr><td>Local Hiring Funds (4.05(a))</td><td>$ 75,000</td></tr>
<tr><td>NOF Funds (Definitions)</td><td>$ 859,238</td></tr>
<tr><td>Funding Sources (4.01)</td><td>
<table>
<tr><th>Funding Source</th><th>Amount</th></tr>
<tr><td>Equity</td><td>$5,000</td></tr>
<tr><td>PACE</td><td>$325,000</td></tr>
<tr><td>Chicago Trust Grant</td><td>$100,000</td></tr>
<tr><td>Lender Financing</td><td>$181,538</td></tr>
<tr><td>Capital Grant (Base Grant + Local Residency Bonus)</td><td>$784,238</td></tr>
<tr><td>TOTAL</td><td>$1,395,776</td></tr>
</table>
</td></tr>
<tr><td>Trade Names (5.05)</td><td>N/A</td></tr>
<tr><td>Certificate Deadline (6.05)</td><td>April 8, 2027</td></tr>
</table>

| **Term**<br>**(Agreement Section where first used)** | **Definition** |
|---|---|
| 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. |
| Notice Addresses (13.14) | **If to the Developer**:<br>Twisted Eggroll, LLC<br>135 N Kedzie Avenue<br>Chicago, IL 60612<br>Attention: Nikkita Randle<br><br>**If to the City**:<br>City of Chicago, Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attention: Commissioner<br><br>with a copy to<br><br>City of Chicago, Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division |

**Developer Signature Page to Redevelopment Agreement**

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

**Twisted Eggroll, LLC**
an Illinois limited liability company

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 _____ (the "Representative"), personally known to me to be the [manager] of Twisted Eggroll, LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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)

**City Signature Page to Redevelopment Agreement**

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

By: _____
Ciere Boatright
Commissioner 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 Planning and Development (the "Commissioner") 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 the Commissioner signed, sealed, and delivered said instrument, pursuant to the authority given to the Commissioner by City, as the Commissioner's 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 Planning and Development (the "Commissioner") 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 Event" shall mean a refinance, sale or transfer of the Project or any part thereof, except for conversion of construction financing to a permanent loan of the same or lesser amount.

"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 fifth 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 Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equity" 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.

"NOF" shall mean the Neighborhood Opportunity Fund described in the NOF ordinance.

"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.

"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 fifth 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 $1,395,776, 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 $1,395,776.

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 Developer 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 Developer 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.

4.11 Return of NOF Funds Upon Refinance, Sale or Transfer. Except in connection with the transfer of the Project to an Affiliate of Developer or otherwise approved by the City in writing, in the event of a refinance, sale or transfer of the Project or any part thereof (each happening being a "Capital Event"), through the Term of the Agreement, the Developer agrees to pay and remit to the City an amount equal to 100% of the NOF Funds paid to date.

**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 shall comply with the Project's environmental requirements in Section 9.

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;
- 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 F; and
- Evidence acceptable to DPD that the project meets all requirements needed to approve the final payment requisition.

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

(b) 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; ; provided, however, that the foregoing notwithstanding, City consent shall not be required for a transfer through a quitclaim deed from the Developer to one of Developer's Affiliates.

(j) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner, 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 Jobs Reporting Requirement. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain the Local Hiring and/or Local Residency, as applicable, and shall submit to DPD evidence of compliance with these requirements, and other information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

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

7.08 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of 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; 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**

9.01 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.

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

against the Indemnified Parties.

**SECTION 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.

(i) the failure of the Developer to submit the Annual Compliance Report to DPD by June 30th each year throughout the term of the Agreement following the issuance of the Certificate. Following this Event of Default, the Developer shall be required to pay, as liquidated damages, $10,000 for each such Event of Default;

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.

In addition, upon the occurrence of an Event of Default under Section 11.01(k), Developer shall be obligated to pay to the City the amount of $10,000 as liquidated damages for each such Event of Default.

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; 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.

**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 Redevelopment Agreement with Twisted Eggroll LLC unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this Redevelopment Agreement with Twisted Eggroll LLC read as follows:

*(Sub)Exhibit "A".*
(To Redevelopment Agreement With Twisted Eggroll LLC)

Legal Description Of Property (subject to final title and survey):

The east 66 feet of the northeast quarter (except the south 195 feet) of Block 3 in Wakeman's Subdivision of the east half of the southeast quarter of Section 27, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

657 East 75th Street
Chicago, Illinois.

Property Identification Number ("PIN"):

20-27-405-039-0000.

*(Sub)Exhibit "B".*
(To Redevelopment Agreement With Twisted Eggroll LLC)

*Project Budget And Eligible Cost.*

| | | *Total Project* | *MBE/WBE* | *NOF- Eligible* |
|---|---|---|---|---|
| 1.0-4.0 | **Total Acquisition Costs** | **$55,000** | | **$55,000** |
| | **Hard Costs** | | | |
| G total | *Building Sitework* | $54,200 | $54,200 | $54,200 |
| A total | *Substructure* | $88,800 | $88,800 | $88,800 |
| B total | *Shell* | $143,100 | $143,100 | $143,100 |
| C total | *Interiors* | $163,370 | $163,370 | $163,370 |
| D total | *Services* | $325,100 | $325,100 | $325,100 |
| E total | *FFE* | $168,500 | | |
| F total | *Special Construction & Demolition* | $119,500 | $119,500 | $119,500 |
| Z total | *Hard Cost Contingency* | $118,868 | $118,868 | |
| | **Total Hard Costs** | **$1,181,438** | **$1,012,938** | **$894,070** |
| | *Percentage of Eligible Hard Costs* | | | *$1* |
| | **Soft Costs** | | | |
| 1.1 | *Architecture & Engineering* | $78,600 | | $78,600 |
| 1.2-1.5 | *Other Professional Services* | $33,000 | | $24,973 |
| 2.0 total | *Construction Management* | $20,000 | | $15,135 |
| 3.0 total | *Permits & Titles* | $7,738 | | |
| 4.0 total | *Construction Equipment, Rentals & Tools* | $0 | | |
| 5.0 total | *Developer Fee* | $0 | | $0 |
| 6.0 total | *Soft Cost Contingency* | $0 | | |
| 7.0 total | *General Conditions & Requirements* | $20,000 | | $15,135 |
| 8.0 total | *Overhead & Profit* | $0 | | $0 |
| | **Total Soft Costs** | **$159,338** | | **$133,844** |
| | **Total** | **$1,395,776** | **$1,012,938** | **$1,082,914** |
| | ***Project MBE Total at 26%*** | | **$263,364** | |
| | ***Project WBE Total at 6%*** | | **$60,776** | |

*(Sub)Exhibit "C".*
(To Redevelopment Agreement With Twisted Eggroll 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 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 Redevelopment Agreement With Twisted Eggroll LLC)

*Requisition Form.*

State of Illinois )
) SS.
County of Cook )

The affiant, [Name Of Developer], [Title] of [Development Company] (the "Developer"), hereby certifies that with respect the Redevelopment Agreement between Developer and the City of Chicago dated _____, _____ (the "Agreement"):

A. Total 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. None of the costs referenced in paragraphs C and D 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 Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

---

* Editor's Note: Paragraph lettering sequence error present in original document.

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

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

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 20____.

_____
Notary Public

My commission expires: _____

Employee Worksheet Form attached to this Requisition Form reads as follows:

*Employee Worksheet Form.*
(To Requisition Form)

**[To be used for Local Hiring Funds only]**

Developer hereby certifies to the City that the information contained in the worksheet form below are true and correct and Developer is in compliance with all applicable covenants contained in the Redevelopment Agreement.

| **Employee Worksheet Form -- Local Hiring Funds for 202_** | | | | | | |
|---|---|---|---|---|---|---|
| | Employee Name | Does this Employee Maintain his/her Primary Residence in the Qualified Investment Area? (Y/N) | Hourly Wage | Employee Avg. Weekly Hours (minimum 20 hours/week, per employee; minimum 60 hours/week for all qualifying employees) | Weeks Employee has been continually employed (minimum of 12) | Satisfies other criteria in Section 4.05 (a) (Y/N) |
| Employee 1 | | | | | | |
| Employee 2 | | | | | | |
| Employee 3 | | | | | | |
| Employee 4 | | | | | | |
| Employee 5 | | | | | | |
| Employee 6 | | | | | | |
| Employee 7 | | | | | | |
| Employee 8 | | | | | | |
| Employee 9 | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 20____.

_____
Notary Public

My commission expires: _____

*(Sub)Exhibit "E".*
(To Redevelopment Agreement With Twisted Eggroll LLC)

[Insert Developer Name]
*Neighborhood Opportunity Fund Redevelopment Agreement*
*[Project Name]*

Dated As Of [Insert Date]

[Insert Year] Annual Compliance Report

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), [Insert Developer Name] ("Developer") is committed to providing an annual compliance report.

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

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

-- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.04 of the RDA, the 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.

_____ _____

[Insert Developer Name] [Insert Date]

*(Sub)Exhibit "F".*
(To Redevelopment Agreement With Twisted Eggroll 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. For the NOF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the NOF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.06 (Change Orders), (Sub)Exhibit F Construction Hiring Requirements, and Section 8.01 (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 clearly shall 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, 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.

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

[SO2025-0017482]

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

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an Annual Appropriation Ordinance Year 2025 amendment within Fund Number 925 (SO2025-0017482), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2025 (the "2025 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City, through its Office of Budget and Management, has been awarded federal grant funds in the amount of $21,330,400 by the United States Department of Housing and Urban Development ("HUD") for the Community Development Block Grant Disaster Recovery Planning and Administration ("CDBG DR") program; and

WHEREAS, The City, through its Department of Finance, has been awarded state grant funds in the amount of $4,006,000 by the Illinois Department of Commerce and Economic Opportunity for the Connect Illinois Round 3 program; and

WHEREAS, The City, through its Department of Water Management, is appropriating surplus, reallocated federal grant funds in the amount of $6,000,000 for the Community Development Block Grant program; now, therefore,

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

SECTION 1. The amount of $31,336,400 is hereby appropriated from Fund 925 -- Grant Funds for the year 2025. The 2025 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

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

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

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

*Exhibit "A".*

*Amendment To The 2025 Appropriation Ordinance.*

*Estimate Of Grant Revenue For 2025.*

| Department And Item | Strike Amount | Add Amount |
|---|---|---|
| Estimate Of Grant Revenue For 2025 | | |
| Awards from Agencies of the Federal Government 925F | $2,730,236,000 | $2,757,566,400 |
| Awards from Agencies of the State of Illinois 925S | 1,084,618,000 | 1,088,624,000 |

*Estimate Of Grant Expenses For 2025.*

| Fund | Department Number | Grant Name | Strike Amount 2025 Anticipated Grant | Add Amount 2025 Anticipated Grant | Strike Amount Carryover | Add Amount Carryover | Strike Amount (2025 Total) | Add Amount (2025 Total) |
|---|---|---|---|---|---|---|---|---|
| 925F | 5 | Office Of Budget And Management | | | | | | |
| | | CDBG DR | | $21,330,400 | | | | $21,330,400 |
| 925S | 27 | Department Of Finance | | | | | | |
| | | Connect Illinois Round 3 | | 4,006,000 | | | | 4,006,000 |
| 925F | 88 | Department Of Water Management | | | | | | |
| | | Community Development Block Grant | $4,768,000 | 10,768,000 | | | $14,718,000 | 20,718,000 |

TRANSFER OF YEAR 2025 FUNDS WITHIN 40TH WARD WAGE ALLOWANCE/ ALDERMANIC EXPENSE ACCOUNT.

[O2025-0017203]

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

CHICAGO, June 18, 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 40th Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (O2025-0017203), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 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 | 015/2340 | 9008 | $50,000 | 40 |

TO:

| Purpose | Fund | Code/Department | Account | Amount | Ward |
|---|---|---|---|---|---|
| Wage Allowance | 0100 | 015/2340 | 0017 | $50,000 | 40 |

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of Ward 40 during said year.

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

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## COMMITTEE ON CONTRACTING OVERSIGHT AND EQUITY.

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AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS TO PERMANENTLY ESTABLISH VETERAN-OWNED SMALL LOCAL BUSINESSES' PARTICIPATION GOAL PROGRAM.

[SO2024-0014417]

The Committee on Contracting Oversight and Equity submitted the following report:

CHICAGO, June 3, 2025.

*To the President and Members of the City Council:*

Your Committee on Contracting Oversight and Equity, having under consideration a substitute ordinance introduced by Alderperson Villegas for the amendment of Municipal Code Section 2-92-955 to permanently establish Veteran-Owned Small Local Businesses' Participation Goal Program, begs leave to recommend that Your Honorable Body *Pass* the substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on Contracting Oversight and Equity on June 3, 2025.

Respectfully submitted,

(Signed) EMMA M. MITTS,
*Chair.*

On motion of Alderperson Mitts, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-92-920 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

2-92-920 Definitions.

For purposes of this Article VIII, the following definitions shall apply:

(Omitted text is unaffected by this ordinance.)

~~"Local business enterprise" means a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the "Six County Region").~~

(Omitted text is unaffected by this ordinance.)

~~"Small business enterprise" means: (i) for a construction business enterprise, a small business enterprise, as the term is defined in Section 2-92-670; or (ii) for a non-construction business enterprise, a business enterprise which is not an established business, as the term is defined in Section 2-92-420.~~

"Veteran" means a person who has served in the United States armed forces and was discharged or separated under honorable conditions.

"Veteran-owned business enterprise" means an enterprise which: (1) is at least 51 percent owned by one or more veterans, or in the case of a publicly held corporation, at least 51 percent of all classes of the stock of which is owned by one or more veterans, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more veterans; and (2) has been: (i) certified by the City as a veteran-owned ~~small local~~ business enterprise pursuant to Section 2-92-930; (ii) certified by the County of Cook as a veteran business enterprise; (iii) certified by the State of Illinois as a qualified service- disabled veteran-owned small business or a qualified veteran-owned small business pursuant to 30 ILCS 500/45-57; or (iv) verified and approved by the United States Department of Veterans Affairs as a service- disabled veteran-owned small business or a veteran-owned small business.

~~"Veteran-owned small local business" means a veteran-owned business enterprise which is also a local business enterprise and a small business enterprise, and which has been certified by the City as a veteran-owned small local business pursuant to Section 2-92-930.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 2-92-930 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and adding the language that appears below, as follows:

2-92-930 Veteran-Owned ~~Small Local~~ Business Enterprise -- Certification And Reporting.

The Chief Procurement Officer is authorized to certify veteran-owned ~~small local~~ businesses~~s~~ enterprises. The Chief Procurement Officer shall provide a semi-annual report to the City Council Committee on Contracting Oversight and Equity regarding veteran-owned ~~small local~~ business enterprises certified by the City.

SECTION 3. Section 2-92-950 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

2-92-950 Bid Incentive For Eligible Joint Ventures And Veteran-Owned ~~Small Local~~ Businesses~~s~~ Enterprises.

(a) (1) Unless otherwise prohibited by any federal, state or local law, for any contract advertised, or if not advertised awarded, after the effective date of this section, the

Chief Procurement Officer shall allocate a bid incentive of five percent of the contract base price to a qualified bidder when the qualified bidder is an eligible joint venture or veteran-owned ~~small local~~ business enterprise.

The bid incentive is used only to calculate an amount to be used in evaluating the bid to determine the low bidder, and it does not affect the contract price.

(2) The Chief Procurement Officer may forego awarding the bid incentive under this section, under the following conditions:

(i) an emergency exists;

(ii) for cooperative purchasing or cooperative construction contracts;

(iii) where an eligible joint venture or veteran-owned ~~small local~~ business enterprise is determined by the Chief Procurement Officer to be unqualified, unable, or ineligible to perform the contract; or

(iv) for any other factor the Chief Procurement Officer deems to be in the City's best interest.

(3) For all contracts advertised after the effective date of this section, the Chief Procurement Officer shall include the bid incentive provision consistent with this section in all such advertising.

(4) As a condition of being awarded the bid incentive, the eligible joint venture or veteran-owned ~~small local~~ business enterprise shall continue to meet the definition of an eligible joint venture or veteran-owned ~~small local~~ business enterprise during the term of the contract for which the bid incentive was awarded.

(b) The contractor shall maintain adequate records necessary to monitor compliance with this section and shall submit such reports as required by the Chief Procurement Officer. Full access to the contractor's and subcontractors' records shall be granted to the Chief Procurement Officer, the commissioner of the supervising department, the inspector general, or any duly authorized representative thereof. The contractor and subcontractors shall maintain all relevant records for a minimum of seven years after final acceptance of the work.

(c) A bidder desiring to receive an incentive pursuant to this section shall include with its bid submission, an affidavit and other supporting documents demonstrating that the bidder satisfies all pertinent requirements as an eligible joint venture or veteran-owned ~~small local~~ business enterprise.

(d) Upon completion of the work, any eligible joint venture or veteran-owned ~~small local~~ business enterprise that receives a bid preference but that fails to meet the definition as an eligible joint venture or veteran-owned ~~small local~~ business enterprise during the term of the contract for which the bid incentive was awarded shall be fined in an amount equal to three times the amount of the bid incentive awarded.

SECTION 4. Section 2-92-955 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

2-92-955 Veteran-Owned ~~Small Local~~ Businesses Enterprise Participation Goal ~~Pilot~~ Program.

(a) Award Goal -- Established. The Chief Procurement Officer is authorized to establish a contract-specific participation goal to veteran-owned ~~small local~~ business~~es~~ enterprises if all of the following conditions are met:

(1) the contract has an estimated value in excess of $10,000.00; and

(2) there are at least three veteran-owned small local businesses enterprises certified by the City in each of one or more areas of specialty (as defined by the North American Industry Classification System) germane to the contract; and

(3) the contract-specific participation goal is not more than ~~one~~ three percent of the contract's value.

(b) Award Goal -- Implementation. In order to achieve the goal stated in subsection (a), the Chief Procurement Officer is authorized to undertake the following measures:

(1) Insert within specifications for each contract described in subsection (a) of this section let through competitive bidding with an estimated value in excess of $10,000.00 a requirement that the contractor commit to the expenditure of at least the veteran-owned ~~small local~~ business~~es~~ enterprises percentage of the dollar value of the contract with one or more veteran-owned ~~small local~~ businesses. This commitment may be met by the contractor's status as a veteran-owned ~~small local~~ business enterprise, or by joint venture with one or more veteran-owned ~~small local~~ business~~es~~ enterprises as prime contractor (to the extent of the veteran-owned ~~small local~~ business enterprise's participation in such joint venture), or by subcontracting a portion of the work to one or more veteran-owned ~~small local~~ business~~es~~ enterprises, or by purchase of materials or services for the work from one or more veteran-owned ~~small local~~ business~~es~~ enterprises, or by the indirect participation of veteran-owned ~~small local~~ business~~es~~ enterprises in other aspects of the contractor's business (but no indirect veteran-owned ~~small local~~ business enterprise participation shall be credited more than once against a contractor's veteran-owned ~~small local~~ business enterprise commitment with respect to all contracts of such contractor), or by any combination of the foregoing;

(2) Review each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by 10 percent of the initial contract value or $50,000.00, whichever is greater, for opportunities to increase participation of veteran-owned ~~small local~~ business~~es~~ enterprises already involved in the contract;

(3) Negotiate with any contractor whose contract is in excess of $10,000.00 in value and is not awarded by competitive bidding a commitment, where practicable, to veteran-owned ~~small local~~ business enterprise participation of at least the veteran-owned ~~small local~~ business enterprise percentage of the dollar value of the contract;

(4) Insert, in addition to other terms that the Chief Procurement Officer deems necessary for the implementation of this section, in each contract containing a commitment to veteran-owned ~~small local~~ business enterprise participation:

(i) A requirement of periodic reporting by the contractor to the Chief Procurement Officer on all expenditures made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each veteran-owned ~~small local~~ business enterprise solicited by the contractor to work as a subcontractor on the contract and the responses received by the contractor to such solicitation, the name and business address of each veteran-owned ~~small local~~ business enterprise actually involved in the contract, a description of the work performed, or product or service supplied by each such veteran-owned ~~small local~~ business enterprise, the date and amount of each expenditure, and such other information as may assist the Chief Procurement Officer in determining the contractor's compliance with the foregoing provisions, and the status of any veteran-owned ~~small local~~ business enterprise performing any portion of the contract; and

(ii) Remedies for a contractor's noncompliance with the commitment to veteran-owned ~~small local~~ business enterprise participation.

(c) Reduction Or Waiver Of Commitment. If, in connection with a particular contract, either before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract, the Chief Procurement Officer determines that it is impracticable or excessively costly to obtain qualified veteran-owned ~~small local~~ business enterprises to perform sufficient work to fulfill the goal stated in subsection (a), the Chief Procurement Officer shall reduce or waive the commitment to veteran-owned ~~small local~~ business enterprise participation in the contract, as may be appropriate. The Chief Procurement Officer shall issue rules setting forth the standards to be used in determining whether or not such a reduction or waiver is appropriate.

(d) Rules. The Chief Procurement Officer is authorized to adopt rules for the proper administration and enforcement of this section.

~~(e) Report. Before the expiration of this section, the Chief Procurement Officer shall submit a report and recommendations to the Mayor and to the City Council regarding the veteran-owned small local businesses participation goal pilot program authorized to be established pursuant to this section.~~

~~(f) Expiration. This section shall expire on July 31, 2026.~~

SECTION 5. This ordinance shall take effect upon passage and publication.

## COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

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REAPPOINTMENT OF ANTHONY KLOK AS MEMBER OF LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NO. 8).

[A2025-0017528]

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

CHICAGO, June 12, 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 June 12, 2025, recommends *Approval* of the reappointment of Anthony Klok as a member of Special Service Area Number 8, the Lakeview East Commission (A2025-0017528), introduced on May 21, 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 Anthony Klok as a member of the Lakeview East Commission (Special Service Area Number 8) 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

REAPPOINTMENT OF ELENA DURAN AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2025-0017529]

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

CHICAGO, June 12, 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 June 12, 2025, recommends *Approval* of the reappointment of Elena Duran as a member of Special Service Area Number 25, the Little Village Commission (A2025-0017529), introduced on May 21, 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 Elena Duran as a member of the Little Village Commission (Special Service Area Number 25) 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

APPOINTMENT OF SHAUN D. HARRIS AS MEMBER OF 47TH STREET AND COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 47).
[A2025-0017530]

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

CHICAGO, June 12, 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 June 12, 2025, recommends *Approval* of the appointment of Shaun D. Harris as a member of Special Service Area Number 47, the 47th Street and Cottage Grove Commission (A2025-0017530), introduced on May 21, 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 Shaun D. Harris as a member of the 47th Street and Cottage Grove Commission (Special Service Area Number 47) 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

AMENDMENTS TO YEAR 2024 APPROPRIATION, LEVY AND AGREEMENT ORDINANCE AND YEAR 2025 SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 34, UPTOWN.

[O2025-0017484]

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

CHICAGO, June 12, 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 June 12, 2025, recommends passage of an ordinance (O2025-0017484), authorizing the amendment to 2025 Service Provider Agreement and budget for Special Service Area Number 34, Uptown, introduced on May 21, 2025, by the Honorable Brandon Johnson, Mayor.

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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

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

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

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A-1; and

WHEREAS, On October 30, 2024, the City Council enacted an ordinance (the "2024 Appropriation, Levy, and Agreement Ordinance"), which was published in the *Journal* for

such date at pages 19510 through 19514, and which among other things, appropriated the sums necessary to provide the Special Services in and for the Area for 2025, levied the Services Tax for the year 2024, and authorized an agreement with Uptown United, an Illinois not-for-profit corporation, as the Service Provider (the "2025 Service Provider"), for the provision of the Special Services in 2025; and

WHEREAS, Pursuant to the 2024 Appropriation, Levy, and Agreement Ordinance, the City and the 2025 Service Provider entered into a Service Provider Agreement (the "2025 Service Provider Agreement"); and

WHEREAS, The City desires to increase the budget for Special Services in the Area in 2025 by $217,502; and

WHEREAS, The City therefore desires to amend both the 2024 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2025 Service Provider Agreement; now, therefore,

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

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

SECTION 2. Amendment Of 2024 Appropriation, Levy, And Agreement Ordinance. The budget attached to Exhibit A of the 2024 Appropriation, Levy, and Agreement Ordinance is hereby deleted in its entirety and replaced with the budget attached as Exhibit A-1 hereto.

SECTION 3. Amendment To 2025 Service Provider Agreement. The Commissioner, or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an amendment to the 2025 Service Provider Agreement consistent with Section 2 above and as authorized herein (the "2025 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2025 Service Provider Agreement Amendment.

SECTION 4. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

Exhibits "A" and "A-1" referred to in this ordinance read as follows:

*Exhibit "A".*

*Special Service Area No. 34.*

| Area | Levy Cap | Total Requested Levy | Commission | Service Provider |
|---|---|---|---|---|
| 34 | .250 percent | $715,805 | Uptown | Uptown United |

Establishment Ordinance:

Date: December 7, 2005
*Journal* pages: pages 64364 through 64468.

Amendment(s) to Establishment Ordinance:

Date: December 10, 2014
*Journal* pages: pages 99551 through 99683.

Date: October 5, 2016
*Journal* pages: pages 32819 through 32862.

Attached Budget reads as follows:

*Exhibit "A-1".*

*Budget.*

| Special Service Area # 34 | |
|---|---|
| SSA Name: | Uptown |

**AMENDED 2025 BUDGET SUMMARY**

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

| CATEGORY (Funded Categories Comprise Scope of Services) | 2024 Levy: Collectable Levy | 2024 Levy: Estimated Loss Collection | Carryover Funds | TIF Rebate Fund #A09 | Estimated Late Collections and Interest | Total All Sources |
|---|---|---|---|---|---|---|
| 1.00 Customer Attraction | $144,182 | $0 | $0 | $87,000 | $0 | $231,182 |
| 2.00 Public Way Aesthetics | $295,886 | $0 | $40,000 | $134,530 | $0 | $470,416 |
| 3.00 Sustainability and Public Places | $1,000 | $0 | $0 | $0 | $0 | $1,000 |
| 4.00 Economic/ Business Development | $45,000 | $0 | $0 | $0 | $0 | $45,000 |
| 5.00 Public Health and Safety Programs | $15,000 | $0 | $0 | $0 | $0 | $15,000 |
| 6.00 SSA Management | $53,335 | $0 | $0 | $0 | $0 | $53,335 |
| 7.00 Personnel | $161,402 | $0 | [redacted] | $0 | $0 | $161,402 |
| Sub-total | $715,805 | $0 | [redacted] | | | |
| GRAND TOTALS Levy Total | $715,805 | | $40,000 | $221,530 | $0 | $977,335 |

| LEVY ANALYSIS | |
|---|---|
| Estimated 2024 EAV: | $286,322,084 |
| Authorized Tax Rate Cap: | 0.250% |
| Maximum Potential Levy limited by Rate Cap: | $715,805 |
| Requested 2024 Levy Amount: | $715,805 |
| Estimated Tax Rate to Generate 2023 Levy: | 0.2500% |

SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE AND REDEVELOPMENT AGREEMENT WITH 1300 NN BRANCH LLC FOR PROPERTY AT 1300 N. NORTH BRANCH ST.

[O2025-0017496]

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

CHICAGO, June 12, 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 June 12, 2025, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive and redevelopment agreement with 1300 NN Branch LLC for the property located at 1300 North North Branch Street (O2025-0017496), which was introduced on May 21, 2025, by the Honorable Brandon Johnson, Mayor.

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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, 1300 NN Branch LLC, a Delaware limited liability company (the "Applicant"), owns certain real estate located generally at 1300 North North Branch Street, Chicago, Illinois 60642, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to substantially rehabilitate and re-lease an approximately 92,995-square-foot industrial facility located on the Subject Property; and

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

WHEREAS, The Applicant previously purchased the Subject Property for value; and

WHEREAS, The previous tenant of the Subject Property did not renew their lease, which left the Subject Property vacant and unused for more than 15 continuous months, during which time, the Applicant continued to market the Subject Property for lease; and

WHEREAS, The City determines that certain special circumstances, including the length of the vacancy and the physically limited options for use of the Subject Property (collectively, the "Special Circumstances"), justify a finding that the Subject Property is "abandoned" for the purpose of Class 6(b) classification; and

WHEREAS, It is intended that the Applicant will lease the Subject Property to a future tenant or tenants to achieve substantial re-occupancy of the Subject Property; and

WHEREAS, It is intended that the future tenant or tenants will use the Subject Property primarily for industrial purposes; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to enhance the character of real estate in the City and Cook County, contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County, contribute to the long-term growth of Cook County's tax base, and to provide greater tax revenues to the City and Cook County by increasing economic activity at the Subject Property; and

WHEREAS, The Subject Property is located within 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 the purposes of such Enterprise Zones 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. That the City determines that the Special Circumstances justify finding that the Subject Property is deemed "abandoned" for the purpose of the Class 6(b) classification.

SECTION 4. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 5. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 6. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 7. The Commissioner of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 8. This ordinance shall take effect 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 10, 11, 12, 13, 14, 15, 16, 17 and 18 in Block 51 in Elston Addition to Chicago in Section 5, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1300 North North Branch Street
Chicago, Illinois 60642.

Permanent Real Estate Tax Identification Number ("PIN")
For The Subject Property:

17-05-201-006-0000.

*Exhibit "B".*
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement*
*With 1300 NN Branch 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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| Signature Page | Section 10 Default and Remedies |
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| Section 8 Environmental Matters | |

**PROJECT INFORMATION**

| **Term (Agreement Section where first used)** | **Definition** |
|---|---|
| Agreement Date (preamble) | [_____], 2025 |
| Developer (preamble) | 1300 NN Branch, LLC, a Delaware limited liability company |
| Project (3.01) | Substantial rehabilitation and re-occupation of the Facility |
| Ordinance Date (Recitals) | [_____], 2025 |
| Commencement Date (3.01) | January 27, 2025 |
| Completion Date (3.01) | [August 1, 2025] |
| Facility (3.04) | The approximately 92,995 square foot industrial building located on the Property |
| Minimum Project Investment (3.04) | $2,949,148, see Project Budget |
| Certificate Deadline (5.03) | [THE DATE 2 YEARS AFTER THE ORDINANCE DATE] |
| Notice Addresses (12.14) | If to the Developer: 1300 NN Branch, LLC, LBA Realty 353 N. Clark Street, Suite 1825 Chicago, Illinois 60654, Attention: Adam Tarantur; Atarantur@lbarealty.com; with copies to 1300 NN Branch, LLC, c/o LBA Realty, 3347 Michelson Drive, Suite 200 Irvine, CA 92612, Attention: Pam Wilson, pwilson@lbarealty.com and Liston & Tsantilis, P.C., 200 S. Wacker, Suite 820, Chicago, Illinois 60606, Attention: Mark Rogers, Esq., Mrogers@ltlawchicago.com<br><br>If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division |
| Tax Incentive (Recitals) | The Class 6b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date. |

**Signature page to Redevelopment Agreement**

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

**1300 NN BRANCH, LLC,**
a Delaware limited liability company

By:_____
Name:
Title:

**CITY OF CHICAGO**

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

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the [manager] of 1300 NN Branch, LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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, the Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

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

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

**SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION**

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

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

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

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

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

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

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

**SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

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

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

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

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

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

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

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section

shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 50 full-time equivalent (minimum of 35 hours per week), construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 25 additional full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 75 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

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

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

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

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

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances (including the City Ordinance), rules, regulations,

executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

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

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

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

6.14 Governmental Charges.

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

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

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

of such proceedings; and/or

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

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

6.16 FOIA and Local Records Act Compliance.

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

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

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

## SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

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

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

## SECTION 8. ENVIRONMENTAL MATTERS

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

## SECTION 9. INDEMNIFICATION

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

**SECTION 10. DEFAULT AND REMEDIES**

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

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

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

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

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

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

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

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

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

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

unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

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

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

**SECTION 11. MORTGAGING OF THE PROJECT**

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

**SECTION 12. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

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

12.12 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit

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

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

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

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

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

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

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

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

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

[(Sub)Exhibit "A" referred to in this Tax Incentive Classification Redevelopment Agreement with 1300 NN Branch LLC constitutes Exhibit "A" to ordinance and printed on page 29398 of this *Journal.*]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with 1300 NN Branch LLC as follows:

*(Sub)Exhibit "B".*
(To Tax Incentive Classification Redevelopment Agreement With 1300 NN Branch LLC)

*MBE/WBE Budget.*

| | |
|---|---|
| Minimum Project Investment: | $2,949,148 |
| Hard Construction Costs: | $2,310,094 |
| M/WBE Targets: | |
| MBE | $ 600,624 (26 percent) |
| WBE | $ 138,606 (6 percent) |
| Total M/WBE Budget: | $ 739,230 |

*(Sub)Exhibit "C".*
(To Tax Incentive Classification Redevelopment Agreement With 1300 NN Branch 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 1300 NN Branch LLC)

*Annual Compliance Report.*

_____ [Insert Name Of Developer]

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.

_____ _____

[Insert Name Of Developer] [Insert Date]

*(Sub)Exhibit "E".*
(To Tax Incentive Classification Redevelopment Agreement With 1300 NN Branch 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.

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SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY LOCATED GENERALLY AT 4300 W. ROOSEVELT RD. AND ACCOMPANYING REDEVELOPMENT AGREEMENT.

[O2025-0017591]

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

CHICAGO, June 12, 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 June 12, 2025, recommends passage of an ordinance in support of a Cook County Class 6(b) tax incentive for property generally at 4300 West Roosevelt Road and accompanying redevelopment agreement (O2025-0017591), which was introduced on May 21, 2025, by the Honorable Brandon Johnson, Mayor.

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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, 4300 Roosevelt LLC, a Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 4300 West Roosevelt Road, Chicago, Illinois 60624, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately 363,520-square-foot industrial facility, consisting of an approximately 181,760-square-foot building with 27 dock spaces on the northern portion of the Subject Property and an approximately 181,760-square-foot building with 27 dock spaces on the southern portion of the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; and to provide greater tax revenues to the City and Cook County by increasing economic activity at the Subject Property; and

WHEREAS, It is intended that the Applicant will use the Subject Property for industrial purposes; and

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

WHEREAS, The Subject Property is located within: (i) the Chicago Empowerment Zone (created pursuant to Title XIII of the Omnibus Budget Reconciliation Act of 1993 (Public Law 103-66)); (ii) the City of Chicago Enterprise Zone Number 1 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (iii) the Roosevelt/Cicero Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Chicago Empowerment Zone, Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of Subject Property.*

[Legal Description to be revised before closing the Redevelopment Agreement to delete parcels that are not part of the industrial facility]

*Tract A.*

Parcel 1:

That part of the west half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, which is bounded on the north by the southerly line of Colorado Avenue; on the east by the west line of the land of the Weyman-Burton Company (described in the warranty deed from Spaulding and Merrick to said Weyman-Burton Company dated April 3, 1913, and filed for record in the

Recorder's Office of Cook County, Illinois, May 22, 1913, as Document 5191089 and recorded in Book 12346 of records, page 452, and in Book 122 of plats, page 11); on the south by the north line of the Baltimore and Ohio, Chicago Terminal Railroad Company's right-of-way and on the west by the east line of South Kostner Avenue (formerly South 44th Avenue) and more particularly bounded and described as follows: commencing at the point of intersection of the southerly line of Colorado Avenue with east line of South Kostner Avenue (formerly South 44th Avenue); running thence easterly along southerly line of Colorado Avenue, 206.69 feet, more or less, to its intersection with the west line of the land of Weyman-Burton Company (described in a warranty deed from Spaulding and Merrick to said Weyman-Burton Company dated April 13, 1913, and filed for record in the Recorder's Office of Cook County, Illinois, on May 22, 1913, as Document 5191089 and recorded in Book 12346 of records, page 452, and in Book 122 of plats at page 11); thence south along the west line of the land of the Weyman-Burton Company, 657.6 feet, more or less, to the north line of the Baltimore and Ohio, Chicago Terminal Railroad Company's right-of-way; thence west along said north line, 195.6 feet, more or less, to the east line of South Kostner Avenue (formerly South 44th Avenue); thence north along said east line, 588.83 feet, more or less, to the place of beginning all in Cook County, Illinois.

Parcel 2:

All that part of the west half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: commencing at the intersection of the southerly line of 5th Avenue (formerly South 43rd Avenue); thence westerly along the southerly line of said 5th Avenue to a point of intersection with a line which is 155 feet, 6 inches west of and at right angles to the west line of said South Kildare Avenue and the point of beginning; thence south along a line parallel to the west line of said South Kildare Avenue, a distance of 420.52 feet; thence west along a line at right angles to last described line, 107.72 feet to the center of a 24-inch brick wall extended north; thence south parallel to said west line of South Kildare Avenue and through the center of a 24-inch brick wall, 327.77 feet, more or less, to the north line of the Baltimore, Ohio and Chicago Terminal Railway Company right-of-way; thence west on said north right-of-way line, a distance of 152.31 feet; thence north on a line parallel to the west line of South Kildare Avenue, a distance of 657.45 feet, more or less, to the south line of 5th Avenue, a distance of 274.75 feet to the point of beginning, in Cook County, Illinois.

Parcel 3:

All that part of the west half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: beginning at the intersection of the southerly line of 5th Avenue (formerly Colorado Avenue); and the west line of South Kildare Avenue (formerly South 43rd Avenue); thence westerly along the southerly line of said 5th Avenue to a point of intersection with a line which is 155 feet, 6 inches west of and at right angles to the west

line of said South Kildare Avenue; thence south along a line parallel to the west line of said South Kildare Avenue, a distance of 420.52 feet; thence west along a line at right angles to last described line, 107.72 feet to the center of a 24-inch brick wall extended north; thence south at right angles to the last described line, 327.77 feet, more or less, to the north line of the Baltimore and Ohio, Chicago Terminal Railway Company right-of-way; thence east on said north right-of-way line, a distance of 263.22 feet, more or less, to the west line of said South Kildare Avenue; thence north along the west line of said South Kildare Avenue, a distance of 803.68 feet, more or less, to the point of beginning, in Cook County, Illinois.

*Tract B.*

*Parcel A.*

Parcel 1:

Lot 9 (except the south 6 inches thereof) in the resubdivision of Lots 1 to 16 in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, south of Barry Point Road, in Cook County, Illinois.

Parcel 2:

Lot 10 and the south 6 inches of Lot 9 and all of Lot 11 all in the resubdivision of Lots 1 to 16 in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, south of Barry Point Road, in Cook County, Illinois.

Parcel 3:

Lot 12 in the resubdivision of Lots 1 to 16 in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, south of Barry Point Road, in Cook County, Illinois.

Parcel 4:

Lot 13 in the resubdivision of Lots 1 to 16 in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, south of Barry Point Road, in Cook County, Illinois.

*Parcel B.*

Parcel 1:

Lot 2 in the subdivision of Lot 2 and the west 1 1/4 acres of Lot 1 of Lyman E. De Wolf's Subdivision of the west 27 acres, south of Barry Point Road of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois; also that part lying between the west line of South 43rd Avenue (now known as South Kildare Avenue) and the east line of South 44th Avenue (now known as South Kostner Avenue), of a strip of land 100 feet in width on each side of the centerline of former Chicago, St. Charles and Mississippi Air Line Railroad, through said Section 15, said centerline entering said section at a point in the east line thereof 3.22 chains north of the southeast corner of said section and running thence north 82 degrees, 42 minutes west to the west line thereof (excepting from both of the above described properties the following two tracts: (A) that part of the above described property lying east of and southeast of a line described as beginning at a point in the southerly right-of-way of the aforesaid Chicago, St. Charles and Mississippi Air Line Railroad, 408.5037 feet (measured along said southerly right-of-way line) northwesterly of the west line of said South 43rd Avenue, said point being 8.5 feet east of measured at right angles to, the west line extended of Lot 5 in aforesaid Lyman E. De Wolf's Subdivision; running thence north parallel to said west line extended 24.80 feet; thence northeasterly on a curved line convex to the northwest and tangent to the preceding course, with a radius of 329.93 feet, a distance of 322.40 feet to a point 4.5 feet west of the west line of Lot 1 in said De Wolf's Subdivision; thence continuing northeasterly on a curved line convex to the northwest and tangent to the preceding course, with a radius of 461.11 feet, a distance of 47.76 feet; thence continuing northeasterly on a curved line convex to the northwest and tangent to the preceding course, having a radius of 288 feet, a distance of 10 feet to a point in the east line of said Lot 2 in the subdivision of Lot 2, and the west 1 1/4 acres of Lot 1 of aforesaid De Wolf's Subdivision, said point being 253.55 feet, more or less, north of the intersection of the east line of said Lot 2 with the northerly right-of-way of the abandoned Chicago, St. Charles and Mississippi Air Line aforesaid, in Cook County, Illinois; (B) also excepting that part of Lot 2 aforesaid, falling within the following described land: beginning at a point in the east line of Lot 32 of Cady's Subdivision of Lot 3 in Lyman De Wolf's Subdivision herein before described, said point being 10 feet south of the centerline of the east or inbound main track of the Baltimore and Ohio Terminal Railroad Company, as the same existed on May 23, 1911, and 173.85 feet east of a point in the east line of South 44th Avenue, which last mentioned point is 688.72 feet south of the intersection of the east line of South 44th Avenue with the southerly line of Colorado Avenue; thence south along said east line of said Lot 32, a distance of 21.58 feet to a point which is the southeast corner of said Lot 32; thence east along a line parallel with and 31.58 feet south of the centerline of the east or inbound main track of the Baltimore and Ohio, Chicago Terminal Railroad Company, as the same existed May 23, 1911, a distance of 228.41 feet to a point; thence north, a distance of 21.58 feet to a point which is 96.42 feet south of the centerline of vacated West Taylor Street and 10 feet south of the centerline of the east or inbound main track of the Baltimore and Ohio, Chicago Terminal Railroad Company, as the same existed on May 23, 1911; thence west, a distance of 228.41 feet to the point of beginning), in Cook County, Illinois.

Parcel 2:

Lots 33, 34, 35, 36, 37, 38 and 39 in Cady's Subdivision of Lot 3 in De Wolf's Subdivision of the west 27 acres (south of Barry Point Road) in the west half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

That part of vacated Clarence Street which lies south of and adjoining Lots 26 to 32, inclusive, in Cady's Subdivision of Lot 3, in Lyman E. De Wolf's Subdivision of the west 27 acres (south of Barry Point Road) of the west half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian (excepting therefrom that part thereof falling in Lot 2 in Lyman E. De Wolf's Subdivision aforesaid), in Cook County, Illinois.

Parcel 4:

Lot 4 (except the south 1 foot thereof) in the resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

Lot 5 and the south 1 foot of Lot 4 in the resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, south of Barry Point Road, in Cook County, Illinois.

Parcel 6:

Lot 6 in the resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision of the southeast quarter of Section 15 in Lyman E. De Wolf's Subdivision of the west 27 acres (south of Barry Point Road) of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, lying south of Barry Point Road, in Cook County, Illinois.

Parcel 7:

Lot 7 and the north 5 feet of Lot 8 in the resubdivision of Lots 1 to 16, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, south of Barry Point Road, in Cook County, Illinois.

Parcel 8:

Lot 8 (except the north 5 feet thereof) in the resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 9:

Lot 3 in the resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 10:

Lot 2 in the resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 11:

Lot 1 in the resubdivision of Lots 1 to 16, inclusive in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

*Parcel C.*

Lots 17 to 24, both inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian; also, Lots 14, 15 and 16 in the resubdivision of Lots 1 to 16, both inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian; together with that part of the vacated alley lying south of Lots 14, 15 and 16 aforesaid and lying north of Lots 17, 18 and 19 aforesaid, in Cook County, Illinois.

*Parcel D.*

Lots 1, 2 and 3 in Weinberg's Subdivision of the south 166.0 feet of the east 1.26 chains of the west 6.0 chains of the west half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian (except the south 33 feet thereof taken for a public street), in Cook County, Illinois.

*Parcel E.*

Block A in Dryden Rubber Company consolidation of sundry tracts of land in Lyman De Wolf's Subdivision of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

*Parcel F.*

All that part of West Grenshaw Street, lying south of the south line of Lots 1, 2, 3 and 8, lying south of a line drawn from the southwest corner of Lot 3 to the southeast corner of Lot 8, lying north of the north line of Lots 9, 14, 15 and 16, lying north of a line drawn from the southwest corner of Lot 9 to the northwest corner of Lot 14, lying east of a line drawn from the southwest corner of Lot 8 to the northwest corner of Lot 9 and lying west of a line drawn from the southeast corner of Lot 1 to the northeast corner of Lot 16 all in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition, being a subdivision in the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, south of Barry Point Road, in Cook County, Illinois, also, all of the north/south 16-foot public alley, lying west of the west line of Lot 3, lying east of the east line of Lots 4 to 8, both inclusive, lying south and southerly of a line drawn from the northwest corner of Lot 3 to the northeast corner of Lot 4 and lying north of a line drawn from the southwest corner of Lot 3 to the southeast corner of Lot 8 all in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition aforesaid, also, all of the north/south 16-foot public alley, lying east of the east line of Lots 9 to 13, both inclusive, lying west of the west line of Lot 14, lying south of a line drawn from the northeast corner of Lot 9 to the northwest corner of Lot 14 and lying north of a line drawn from the southeast corner of Lot 13 to the southwest corner of Lot 14 all in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition aforesaid, also, all of the remaining east/west 16-foot public alley lying south of the south line of Lot 13 in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition aforesaid, lying south of a line drawn from the southeast corner of Lot 13 in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition aforesaid, to the southwest corner of Lot 14 in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition aforesaid,

lying north of the north line of Lots 20 to 24, both inclusive, also being coincident with the south line of the east/west 16-foot public alley, being described as a line 16 feet south of and parallel with said line drawn from the southeast corner of Lot 13 in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition aforesaid, to the southwest corner of Lot 14 in resubdivision of Lots 1 to 16, inclusive, in Conklin and Ames' 12th Street Addition aforesaid, to the northwest comer of Lot 24 in Conklin and Ames' 12th Street Addition aforesaid, and lying west of the west line of the vacated east/west 16-foot alley, vacated by ordinance approved February 28, 1946, by the City Council of the City of Chicago and recorded April 15, 1946 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document Number 13767865, also, all of the northwesterly/ southeasterly 20-foot public alley lying south and southwesterly of the southwesterly line of Lots 33 to 39, both inclusive, lying north and northeasterly of a line 20 feet southwesterly of and parallel with the southwesterly line of Lots 33 to 39, both inclusive (as measured perpendicular to said southwesterly line of Lots 33 to 39, both inclusive), lying west and northwesterly of the southerly extension of the east line of Lot 33 and lying east and southeasterly of the southerly extension of the west line of Lot 39 in Cady's Subdivision of Lot 3 of De Wolf's Subdivision of the west 27 acres of the southeast quarter aforementioned, said part of public street, public alleys and part of public alley herein vacated being further described as West Grenshaw Street, lying between the east line of South Kostner Avenue and a line 198.0 feet, more or less, east of and parallel with the east line of South Kostner Avenue, together with all of the remaining public alleys in the area bounded by South Kostner Avenue, a line 198.0 feet, more or less, east of and parallel with the east line of South Kostner Avenue, the abandoned right-of-way of the Chicago, St. Charles and Mississippi Air Line Railroad and West Roosevelt Road and all of the northwesterly/southeasterly 20-foot public alley running southeasterly from the east line of South Kostner Avenue for a distance of 171.50 feet, more or less, as measured along the northeasterly line of said 20-foot public alley lying between West Grenshaw Street and vacated West Fillmore Street, the above parcels, taken as a single tract, are also known as the following: that part of the west half of the southeast quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, which is bounded on the west by the east line of South Kostner Avenue, on the north by the Baltimore and Ohio, Chicago Terminal Railroad Company, on the east by the west line of South Kildare Avenue and on the south by the north line of West Roosevelt Road, and more particularly described as follows: beginning at the point of intersection of the east line of South Kostner Avenue with the north line of West Roosevelt Road; running thence north 00 degrees, 00 minutes, 00 seconds east along said east line of South Kostner Avenue, 787.63 feet to the southwest corner of Lot 26 in Cady's Subdivision of Lot 3 in De Wolf's Subdivision of the west 27 acres, lying south of Barry Point Road of the west half of the southeast quarter of Section 15 aforesaid; thence south 89 degrees, 59 minutes, 46 seconds east along the south line of Lots 26 to 32, both inclusive, in Cady's Subdivision aforesaid, 173.84 feet to the southeast corner of said Lot 32, said corner also being a point on the west line of Lot 2 in the subdivision of Lot 2 and the west $1^{1}/_{4}$ acres of Lot 1 of Lyman E. De Wolf's Subdivision aforesaid, 21.58 feet south of the northwest corner thereof; thence south 89 degrees, 26 minutes, 09 seconds east along a line that is 21.58 feet south of and parallel with the north line of said Lot 2, a distance of 228.39 feet to a point in the east line of said Lot 2, said point also being a point on the

west line of Lot 49 in L.W. Stone's Subdivision of part of Lot 1 of De Wolf's Subdivision aforesaid, 85.52 feet south of the northwest corner of said Lot 49; thence south 00 degrees, 00 minutes, 13 seconds west, a distance of 4.48 feet to a point 90.00 feet south of said northwest corner; thence north 88 degrees, 11 minutes, 23 seconds east along a line 90.00 feet south of and parallel with the north line of Lots 41 to 49, both inclusive, in L.W. Stones Subdivision aforesaid (said line also being the south right-of-way line of railroad), a distance of 209.13 feet to a point on the west line of South Kildare Avenue; thence south 00 degrees, 00 minutes, 13 seconds west along said west line of South Kildare Avenue, a distance of 791.64 feet to its intersection with the north line of West Roosevelt Road; thence north 89 degrees, 36 minutes, 41 seconds west along said north line of West Roosevelt Road, a distance of 611.20 feet to its intersection with the east line of South Kostner Avenue aforesaid, and the point of beginning, in Cook County, Illinois.

Permanent Real Estate Tax Index Numbers ("PINs")
For The Subject Property:

16-15-415-001-0000;

16-15-415-002-0000;

16-15-415-003-0000;

16-15-415-012-0000;

16-15-415-013-0000;

16-15-415-014-0000;

16-15-415-015-0000;

16-15-415-016-0000;

16-15-415-017-0000;

16-15-415-018-0000;

16-15-415-019-0000;

16-15-415-020-0000;

16-15-415-021-0000;

16-15-415-022-0000;

16-15-425-001-0000;

16-15-425-002-0000;

16-15-425-003-0000;

16-15-425-004-0000;

16-15-425-005-0000;

16-15-425-012-0000;

16-15-425-013-0000;

16-15-425-014-0000;

16-15-425-015-0000;

16-15-425-016-0000; and

16-15-425-017-0000.

*Exhibit "B".*
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement*
*With 4300 Roosevelt 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) | 4300 Roosevelt LLC, an Illinois limited liability company |
| Project (3.01) | To construct an approximately 363,520 square foot industrial facility, consisting of an approximately 181,760 square foot building with 27 dock spaces on the northern portion of the Property (as defined below) and an approximately 181,760 square foot building with 27 dock spaces on the southern portion of the Property. |
| Ordinance Date (Recitals) | [INSERT] |
| Commencement Date (3.01) | Within 2 years of Ordinance Date |
| Completion Date (3.01) | Within 2 years of Commencement Date |
| Facility (3.04) | The approximately 363,520 square foot industrial complex located on the Property |
| Minimum Project Investment (3.04) | $71,337,706.00, see Project Budget |
| Certificate Deadline (5.03) | Within 2 years after Completion Date |
| Notice Addresses (12.14) | If to the Developer: 4300 Roosevelt LLC, CRG, 35 East Wacker Drive, Chicago, Illinois 60601, Attention: Susan Bergdoll<br><br>If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division |
| Tax Incentive (Recitals) | The Class 6(b) tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date. |

**Signature page to Redevelopment Agreement**

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

**4300 Roosevelt LLC,**
An Illinois limited liability company

By:_____
Name:
Title:

**CITY OF CHICAGO**

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

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the [manager] of 4300 Roosevelt LLC, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 one or more tenants that enter into leases with the Developer and whose proposed use is authorized under the terms of Industrial Planned Development No. 1352.

"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 copies of leases with Tenants evidencing that said Tenants have leased the Property for a minimum term extending through the end of the Compliance Period.

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

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

**SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION**

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

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

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

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Evidence acceptable to DPD that the Developer, at its own expense, insured the Property in accordance with Exhibit C hereto, including Accord Form 27 certificates evidencing the required coverages; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

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

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

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

**SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

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

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

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

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

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

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

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

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

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 125 full-time equivalent (minimum of 35 hours per week), temporary construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 250 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 250 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 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).

10.04 Lender Notice and Cure Right. If an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to each of the lenders providing Lender Financing at the Notice addresses in the table headed "Project Information," and each of such lenders shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such monetary default; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to Developer with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by any lender providing Lender Financing within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

**SECTION 11. MORTGAGING OF THE PROJECT**

If a mortgagee and, ultimately a successor developer, 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 4300 Roosevelt LLC constitutes Exhibit "A" to ordinance and printed on pages 29430 through 29438 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with 4300 Roosevelt LLC read as follows:

*(Sub)Exhibit "B".*
(To Tax Incentive Classification Redevelopment Agreement With 4300 Roosevelt LLC)

*MBE/WBE Budget.*

| | |
|---|---|
| Minimum Project Investment: | $71,337,706 |
| Hard Construction Costs: | $51,579,013 |
| M/WBE Targets: | |
| MBE | $13,375,855 (26 percent) |
| WBE | $ 3,086,736 (6 percent) |
| Total M/WBE Budget: | $16,505,283 |

*(Sub)Exhibit "C".*
(To Tax Incentive Classification Redevelopment Agreement With 4300 Roosevelt 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 4300 Roosevelt 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.

_____ _____

4300 Roosevelt LLC [Insert Date]

*(Sub)Exhibit "E".*
(To Tax Incentive Classification Redevelopment Agreement With 4300 Roosevelt 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.

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## SUPPORT OF COOK COUNTY CLASS L TAX INCENTIVE FOR PROPERTY AT 111 W. MONROE ST.

[O2025-0017495]

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

CHICAGO, June 12, 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 June 12, 2025, recommends passage of an ordinance in support of a Cook County Class L tax incentive for the property at 111 West Monroe Street (O2025-0017495), which was introduced on May 21, 2025 by the Honorable Brandon Johnson, Mayor.

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

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
*Chair.*

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

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

*Nays* -- None.

Alderperson 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 Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, 111 W Monroe LLC, an Illinois limited liability company (the "Owner"), is the owner of the historic building (the "Building") located at 111 West Monroe Street in Chicago, Illinois, as the same is more precisely described in Exhibit 1 attached hereto and hereby made a part hereof; and

WHEREAS, It is anticipated that the Owner will divide the Building through vertical separation and the portions of the Building including portions of floors 1-11, 23, and 24 (rooftop) of the Building shall be real property that is legally distinct from the remainder of the Building, which is herein referred to as the "Project Real Estate"; and

WHEREAS, The City Council of the City (the "City Council") is expected to adopt an ordinance on June 18, 2025, designating the Building as a Chicago Landmark pursuant to the criteria established in Section 2-120-580, et seq. of the Municipal Code of Chicago (the "Municipal Code"), and such designation as a Chicago Landmark meets the definition of landmark pursuant to the County Ordinance; and

WHEREAS, The Owner proposes to rehabilitate the Project Real Estate thereby preserving the historic building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base (the "Project"); and

WHEREAS, The redevelopment objective of the City in connection with the Project Real Estate is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; provide greater tax revenues to the City and Cook County by increasing economic activity at the Building; and facilitate the preservation of a historically significant building; and

WHEREAS, The Owner intends to use the Project Real Estate for commercial purposes after the Project is completed by operating it as a hotel and retail uses (each an "Intended Use"); and

WHEREAS, It is anticipated that the Project may require a transfer of a beneficial interest in the Owner to one or more entities who will receive an allocation of federal historic rehabilitation tax credits ("Tax Credit Investors"); and

WHEREAS, The Owner has applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"'), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the County Ordinance; and

WHEREAS, Pursuant to the County Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which (1) is a Landmark (as defined in the County Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in the County Ordinance), which constitutes an investment by the owner of at least 50 percent of the Building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building only, except that if the entire building has been vacant and unused for at least 24 continuous months prior to the filing of the eligibility application with the Assessor, the land upon which the Building is situated shall be eligible for the incentive; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states, among other things, that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in the County Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in the County Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in the County Ordinance); and

WHEREAS, On March 6, 2025, the Landmarks Commission issued a written recommendation of the Project to the City Council recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof; and

WHEREAS, The Project Real Estate has been occupied and used for the 24-month period prior to the filing of the Class L eligibility application with the Assessor, making the Class L incentive applicable to the Project Real Estate only; and

WHEREAS, The City encourages goals of: (i) in accordance with Section 2-92-420, et seq. of the Municipal Code, 26 percent Minority-owned Business Enterprises and 6 percent Women-owned Business Enterprises participation (measured against the total construction budget for the Project or any phase thereof); and (ii) in accordance with Section 2-92-330 of the Municipal Code, 50 percent City resident hiring (measured against the total construction work hours for the Project or any phase thereof), where possible, and the Owner has acknowledged 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 by the City; and

WHEREAS, The Department of Planning and Development of the City has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to City Council that the City expressly determine by ordinance, among other things, that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Secretary of the Interior's Standards for the Treatment of Historic Properties; 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 Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive. The City's support and consent to the grant of certification for the Class L incentive for the Project Real Estate is expressly conditioned upon the substantial completion of the Project as proposed by the Owner and approved by the City, both upon completion of the Substantial Rehabilitation of the Project Real Estate and during the term of the Class L incentive.

SECTION 4. The Project is anticipated to be completed by December 31, 2028. The Commissioner of Planning and Development (the "Commissioner") or a designee of the Commissioner (together with the Commissioner, an "Authorized Officer") shall have discretion to extend the construction completion date by issuing a written extension letter in response to a written request from the Owner. To the extent that the Project Real Estate is not rehabilitated, used or maintained during the term of the Class L incentive in a manner which is substantially consistent with the approved Project or Intended Use, as determined by the Authorized Officer, the Authorized Officer is hereby authorized to take such steps as may be necessary and appropriate to withdraw the City's support and consent to the Class L incentive, which may cause the Class L certification to be terminated or revoked.

SECTION 5. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation of the Project for the Class L incentive, a copy of which is attached hereto as Exhibit 2, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Secretary of the Interior's Standards for the Treatment of Historic Properties.

SECTION 6. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 7. The Authorized Officer is hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Owner with the Assessor for Class L designation of the Project Real Estate.

SECTION 8. The Authorized Officer is hereby authorized to enter into and execute such instruments and agreements, and perform any and all acts, as shall be necessary or advisable in connection with the Project which reflect the terms described in Exhibit 2 hereto, or such other terms and conditions as may be imposed or approved in connection with the Project by the Authorized Officer.

SECTION 9. The Authorized Officer is hereby authorized to approve minor changes in the scope of work and budget delineated on (Sub)Exhibits A and B to Exhibit 2 hereof, provided that changes in the Building conditions warrant such changes and will not change the suitability of the Project Real Estate for the Intended Use (all as determined in the sole discretion of the Authorized Officer). Changes to the Project budget delineated on (Sub)Exhibit A to Exhibit 2 shall not require prior City approval provided that the Project is substantially completed in accordance with the scope of work defined in (Sub)Exhibit B to Exhibit 2 and achieves the minimum investment required for Class L eligibility.

SECTION 10. Upon request by the Owner for a final determination of the eligibility of the Project Real Estate for the Class L incentive by the Landmarks Commission pursuant to the County Ordinance upon completion of the Substantial Rehabilitation of the Project Real Estate, the Authorized Officer shall verify that the work performed substantially conforms to the Project approved by the City and that the Project Real Estate is eligible for the Class L incentive (the "Final Determination").

SECTION 11. Any conveyance of all or a portion of the Project Real Estate by the Owner before the Final Determination shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void. Any renewed support and consent of the City for the Class L incentive contemplated in connection with the Project undertaken by a successor in interest to the Owner of the Project Real Estate prior to the Final Determination shall require additional authorization by the City Council. Any change prior to the Final Determination in the direct owners in excess of 7.5 percent of the Owner or who constitute the direct or indirect controlling parties of the Owner, as determined by the Corporation Counsel (an "Ownership Change"), shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void, unless such Ownership Change is approved by the Authorized Officer in his or her discretion. This section shall not apply to the transfer of the Project Real Estate to the to-be-formed entity currently anticipated to be called 111 Monroe Hotel Landlord LLC (the "Hotel Owner"), provided that the Owner remains the direct or indirect controlling party of the Hotel Owner. Further, this section shall not apply to the transfer of a beneficial interest in the Owner or the Hotel Owner to Tax Credit Investors with respect to the Project, or to the transfer, of a leasehold interest in the Project Real Estate to a master tenant entity owned in whole or in part by one or more Tax Credit Investors, provided that such transfers do not involve a change to the direct or indirect controlling parties of the Owner.

SECTION 12. No permit fee waiver(s) pursuant to Section 2-120-815 of the Municipal Code of Chicago from the City related to the Project Real Estate shall be granted to the Owner during the rehabilitation of the Project and prior to the expiration of the Class L incentive related to the Project Real Estate.

SECTION 13. To the extent that any ordinance, resolution, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 14. To assist the City in promoting and tracking such M/WBE and City resident participation, the Owner shall provide information to the City's Committee on Economic, Capital and Technology Development (the "Committee") at two points in the City approval process for the Project. First, the Owners shall submit to the Committee an M/WBE Participation Proposal ("Participation Proposal") prior to commencement of construction of the Project. The Participation Proposal shall identify the Owners' 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 Participation Proposal shall include a description of the Owners' proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, prior to issuance of a Final Determination for the Project or any phase thereof, the Owners shall provide the Committee 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, the Committee may request such

additional information as the Committee determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in projects that seek the Class L classification.

SECTION 15. This ordinance shall take effect upon its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

*Exhibit 1.*
(To Ordinance)

Legal Description (subject to final title and survey):

Lots 3 and 4 in Block 117 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois*.

* Owner anticipates dividing the Building through vertical separation, after which the legal description for the portion of the Building that is the Project Real Estate and consist of floors 1-11, 23, and 24 will be available.

Address Commonly Known As:

111 West Monroe Street in
Chicago, Illinois.

Permanent Index Numbers:

17-16-211-004;

17-16-211-007;

17-16-211-008; and

17-16-211-010**.

** A tax parcel division application is pending, with the new PIN affecting only the described real estate expected to be issued for Tax Year 2027.

*Exhibit 2.*
(To Ordinance)

**CITY OF CHICAGO**
**COMMISSION ON CHICAGO LANDMARKS**
**March 6, 2025**

**RECOMMENDATION TO THE CITY COUNCIL THAT A CLASS L REAL ESTATE TAX REDUCTION BE APPROVED FOR**

**111 West Monroe Street**
**Harris Trust & Savings Bank**

**To the Mayor and Members of the City Council of the City of Chicago:**

**Whereas,** the Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed exterior and interior rehabilitation of the building at 111 West Monroe Street (the "Building," and its rehabilitation, the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L real estate tax incentive (the "Class L"); and

**Whereas,** the building was preliminary recommended as a Chicago Landmark by the Commission on September 12, 2024; now, therefore

**THE COMMISSION ON CHICAGO LANDMARKS HEREBY:**

1. Incorporates the above recitals; and

2. Finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as Exhibits A and B respectively, that the Project meets or exceeds the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*; and

3. Finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance; and,

4. Recommends, conditioned upon a final determination by the Commission and the City Council to designate the building as a Chicago Landmark, that the Project be approved for the Class L incentive.

The above recommendation was passed (6-0).

Ernest C. Wong
Chairman

Dated: March 6, 2025

(Sub)Exhibits "A" and "B" referred to in this Commission on Chicago Landmarks Recommendation read as follows:

*(Sub)Exhibit "A".*
(To Commission On Chicago Landmarks Recommendation)

*Project Budget.*

EXHIBIT A – PROJECT BUDGET
111 W. Monroe Street Class 1 Budget w/ GC Breakdown by Trade

| Category | Non-Eligible Costs | Eligible Costs | Total Costs |
|---|---|---|---|
| Building Acquisition | 30,000 | | 30,000 |
| | | | |
| Hard Costs | | | |
| General Conditions, including: | | 3,144 | 3,144 |
| Project management + field staff | | | |
| Accounting/procurement/contract admin | | | |
| Jobsite office expenses | | | |
| Scheduling & coordination | | | |
| Site Work | | 2,263 | 2,263 |
| Cutting & Patching Structure | | 2,609 | 2,609 |
| Demolition | | 7,104 | 7,104 |
| Concrete | | 115 | 115 |
| Masonry | | 748 | 748 |
| Metals | | 4,533 | 4,533 |
| Wood & Plastics | | 1,864 | 1,864 |
| Thermal & Moisture Protection | | 2,317 | 2,317 |
| Doors & Windows | | 10,087 | 10,087 |
| Walls/Ceilings/Floors Assembly | | 19,416 | 19,416 |
| Signage (egress & other req'd by code) | | 181 | 181 |
| Cabinetry/Storage | 852 | | 852 |
| Equipment (window washing & trash systems) | | 150 | 150 |
| Permanent Furnishings | | 4,014 | 4,014 |
| Special Construction | 629 | | 629 |
| Conveying Systems | | 3,546 | 3,546 |
| Plumbing | | 8,479 | 8,479 |
| Fire Protection | | 1,793 | 1,793 |
| HVAC | | 8,154 | 8,154 |
| Electrical | | 10,766 | 10,766 |
| General Requirements, including: | | 2,036 | 2,036 |
| Cleaning | | | |
| Temp safety equipment | | | |
| Temp protection and weather barriers | | | |
| Temp utility consumption and facilities | | | |
| Pest control | | | |
| Sub-Total | 1,481 | 93,319 | 94,800 |
| | | | |
| Contingency/GC Fees/Insurance | | | |
| CM Fee | | 850 | 850 |
| Insurance | | 750 | 750 |
| Sub-total | | 1,600 | 1,600 |
| | | | |
| Hard Cost Subtotal | 1,481 | 94,919 | 96,400 |
| | | | |
| Soft Costs | | | |
| A&E Fees | | 3,100 | 3,100 |
| Interior Design | 600 | | 600 |
| Other Consultants | | 300 | 300 |
| Developer Fee | | 4345 | 4,345 |
| CM Fee | | | - |
| Project Mgmt Fee & Admin | | 750 | 750 |
| Permits & Fees | | 850 | 850 |
| Legal Fees | | 500 | 500 |
| Historic Tax Credit Fees & Costs | | 600 | 600 |
| Financing Costs & Fees | 900 | | 900 |
| CP Interest - (Hotel senior Loan $50m @ 50% for 15 mos. @ 8%) | 2,800 | | 2,800 |
| CP Interest Reserve - Incentives Bridge Loan | 1,400 | | 1,400 |
| CP Insurance | - | | - |
| | | | |
| CP Real Estate Tax (3 Years @ $1.75m per year) | 1,500 | | 1,500 |
| Hotel FF&E | 11,445 | | 11,445 |
| Pre-Opening, Marketing & Models | 1,400 | | 1,400 |
| General Contingency | | 2,110 | 2,110 |
| Soft Cost Sub-Total | 20,045 | 12,555 | 32,600 |
| | | | |
| Total Development Cost | 51,526 | 107,474 | 159,000 |

*(Sub)Exhibit "B".*
(To Commission On Chicago Landmarks Recommendation)

*Hotel Scope Of Work.*

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

-- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.

-- The review and approval of the Commission.

-- The U.S. Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 4, 1992.

-- Historic photographs, architectural drawings, and any other available archival documentation of the building, to be investigated and assembled by the property owner.

-- The following drawings and any Commission/PRC conditions of approval:

    -- Drawings prepared by Stantec submitted for PRC, dated May 24, 2024, the PRC conditions of approval dated June 24, 2024, Class L plans, dated February 14, 2025 with February 27, 2025 revisions, and any Commission/PRC conditions of approval that may occur during the duration of the project.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and control samples.

Required Work.

Exterior

Work Shall Include:

-- Install new transparent back-up railings and wind guards at exterior terraces and new roof deck area.

-- Replace windows where some were bricked in on the south elevation.

-- Window Scope: Install new, clear glazed window panels on the interior side of all window openings to create thermal insulation.

-- Provide new roofing and terrace systems as required.

-- Reclad and add glazed openings on existing mechanical penthouse.

-- Extend elevator overrun for extended travel of existing elevators to serve the rooftop amenity deck.

-- Comply with building and energy code requirements.

Interior

Work Shall Include:

-- Install new window wall system to enclose three sides of the new courtyard.

-- Add new feature wall/structural support on the West side of the courtyard adjacent to 115 South LaSalle as needed.

-- Demising walls terminating at the exterior curtain wall shall die into an existing structural column and/or window mullion. Setbacks from the exterior glazing will be required to maintain visual transparency at glazed openings, as conditioned by the Permit Review Committee's approval.

-- Replace all internet and communications systems as needed.

-- All existing MEP/FP equipment and systems to be demolished and replaced except potentially the following:

    -- Chillers located on the B3 basement level with addition of new pumps.

    -- ComEd transformers, pending approval from ComEd.

-- Level 1 will include build-out interiors for the new reception and concierge for the hotel. Existing office lobby in the center building will remain largely intact restoring the historic columns that support the double height space and decorative ceiling, with work limited to areas of modification such as the removal of the escalators and enhancements needed for new hotel uses.

-- Level 2 will include the build-out and interiors for hotel meeting and event spaces along with renovation of the existing kitchen and private dining rooms.

-- Levels 3-10 will include build-out and interiors for the hotel rooms, amenities, and common/core areas in both buildings. Level 3 will include a pre-function/event space with double height space from approximately column lines E to F.1 and 4 to 7 in the center of the building with direct access to the courtyard. Level 4 and 5 will include hotel amenity and/or BOH space in the center of the buildings. Level 10 will include a hotel spa in the center of the building. A fitness center for hotel guests and residents will also be included on L11.

-- A portion of the existing slabs in the center of the Center building (9 structural bays) will be demolished, pending analysis of the existing structure by the structural engineer, from Level 4 up to the roof, to provide a light well for the interior facing hotel rooms and the creation of a courtyard garden at Level 3.

-- Vertical Transportation Scope:

-- The existing North elevator shafts and cars in the Center building will be used for the hotel guest room and amenity levels (Cars 2-5), including extending 2 cars (Cars 4-5) up to the Level 23 and Level 24, Rooftop Hotel and Residential Amenity Deck.

-- The existing South elevator shafts and cars in the Center building will be used for loading at the hotel levels (Cars 13 and 25). Car 13 will extend to the L23 hotel amenity deck floor. Car 13 will stop at the last hotel guest room floor (L11) allowing for additional usable area for residential at the Car 25 vestibule at L12 and above. Car 25 will extend to L24.

-- Two existing elevators and shafts in the Center building lobby will be demolished and infilled (Cars 6-7). Alternate to refurbish existing cabs and install new machines at Level 10.

-- Two existing elevators and shafts in the Center building lobby will be demolished and infilled (Cars 8-9). Alternate to refurbish existing cabs and install new machines at existing location.

-- The reuse of the existing elevator cars/rails, including historical/landmark relevance, will be evaluated in the Feasibility Study.

-- Development of 327 hotel rooms.

Sustainable features:

-- The project will meet the Chicago Sustainability Development Matrix for Moderate Renovation Projects -- seeking 50 points:

-- Designed to Earn EnergyStar -- 30 points

-- Proximity to Transit Station -- 5 points.

-- Bike Parking Residential -- 5 points.

-- Charger Readiness -- 5 points.

-- CTA Digital Display -- 5 points.

Work shall occur in accordance with permit drawings for the Project, to be reviewed and approved by the staff of the Commission on Chicago Landmarks.

Additional Work:

-- Any exterior canopies, signage, and exterior illumination shall be reviewed and approved by the Commission prior to installation.

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## COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

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APPOINTMENT OF CYATHARINE ALIAS AS MEMBER OF SHORELINE ADVISORY BOARD.

[A2025-0017531]

The Committee on Environmental Protection and Energy submitted the following report:

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Environmental Protection and Energy, to which was referred a communication appointing Cyatharine Alias as a member of the Shoreline Advisory Board (A2025-0017531), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

The appointment was approved in by a unanimous vote of the members of the committee present, with no dissenting votes on June 13, 2025.

Respectfully submitted,

(Signed) MARIA HADDEN,
*Chair.*

On motion of Alderperson Hadden, the committee's recommendation was *Concurred In* and the said proposed appointment of Cyatharine Alias as a member of Shoreline Advisory Board 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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APPOINTMENT OF WILLIAM SCHLEIZER AS MEMBER OF SHORELINE ADVISORY BOARD.

[A2025-0017532]

The Committee on Environmental Protection and Energy submitted the following report:

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Environmental Protection and Energy, to which was referred a communication appointing William Schleizer as a member of the Shoreline Advisory Board (A2025-0017532), having the same under advisement, begs leave to report and

recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

The appointment was approved in by a unanimous vote of the members of the committee present, with no dissenting votes on June 13, 2025.

Respectfully submitted,

(Signed) MARIA HADDEN,
*Chair.*

On motion of Alderperson Hadden, the committee's recommendation was *Concurred In* and the said proposed appointment of William Schleizer as a member of Shoreline Advisory Board 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

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APPOINTMENT OF JOEL ZAVALA AS MEMBER OF SHORELINE ADVISORY BOARD.

[A2025-0017533]

The Committee on Environmental Protection and Energy submitted the following report:

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Environmental Protection and Energy, to which was referred a communication appointing Joel Zavala as a member of the Shoreline Advisory Board (A2025-0017533), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

The appointment was approved in by a unanimous vote of the members of the committee present, with no dissenting votes on June 13, 2025.

Respectfully submitted,

(Signed) MARIA HADDEN,
*Chair.*

On motion of Alderperson Hadden, the committee's recommendation was *Concurred In* and the said proposed appointment of Joel Zavala as a member of Shoreline Advisory Board 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

## COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF KENNETH BURNETT AS MEMBER OF CHICAGO LOW-INCOME HOUSING TRUST FUND BOARD.

[A2025-0017534]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025, and to which was referred an appointment from Mayor Brandon Johnson of Kenneth Burnett as a member of the Chicago Low-Income Housing Trust Fund Board (A2025-0017534), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

The recommendation was approved 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 committee's recommendation was *Concurred In* and the said proposed appointment of Kenneth Burnett as a member of the Chicago Low-Income Housing Trust Fund Board 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

TRANSFER OF CITY PROPERTY AT 12100 S. PEORIA ST. TO COOK COUNTY LAND BANK AUTHORITY WHICH OWNS SURROUNDING LAND TO BUNDLE AND DEVELOP SAID VACANT PROPERTIES IN ENTIRETY.

[O2025-0017878]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025, and to which was referred an ordinance from the Department of Planning and Development for the transfer of city property at 12100 South Peoria Street to Cook County Land Bank Authority, which owns surrounding land described in Exhibit B, to bundle and develop these vacant properties in entirety (21st Ward) (O2025-0017878), 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.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the vacant land located at 12100 South Peoria Street, Chicago Illinois 60643, which is comprised of approximately 1.5 acres and is legally described on Exhibit A attached hereto and depicted on Exhibit B attached hereto (the "City Property"); and

WHEREAS, The Cook County Land Bank Authority ("CCLBA") owns the land surrounding the Property, as depicted on Exhibit B (the "CCLBA Property"); and

WHEREAS, The City Property is undevelopable because it is surrounded by the CCLBA Property; and

WHEREAS, The City is interested in transferring, and the CCLBA is interested in acquiring, the City Property for $1 (the "Purchase Price") in order to assemble it with the CCLBA Property for future development; and

WHEREAS, The CCLBA intends to issue a Request for Proposals for development of the assembled site and has agreed to work with the City, through its Department of Planning and Development ("DPD") and the Department of Fleet and Facility Management on the requirements for development, including any environmental requirements; and

WHEREAS, The estimated market value of the City Property is $201,212, based on a market value assessment dated March 7, 2025; and

WHEREAS, The public benefits of this sale include the removal of vacant property from the City's inventory and the return of vacant land to viable use; 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 the CCLBA in its "as is", "where is" and "with all faults" condition for the Purchase Price. If the CCLBA fails to close on the acquisition of the Property within six (6) months after 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 DPD (the "Commissioner"), or a designee of the Commissioner, agrees to extend the closing date. The CCLBA 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 conveying the Property to the CCLBA.

SECTION 4. The Commissioner of DPD, 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. 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 page 29489 of this *Journal*.]

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

*Exhibit "A".*

*Legal Description Of City Property.*

(Subject To Final Survey And Title Commitment)
(Appears On Following Pages)

Address:

12100 South Peoria Street
Chicago, Illinois 60643.

Permanent Index Number:

25-29-207-005-0000.

98348340

Legal Description
P.I.N. 25-29-207-005

DEED NO. 8741

That Part of Columbia Western Mills Block 'A' Being a Consolidation of Sundry Tracts of Land in the Resubdivision of Blocks 9 to 16 (Except the East 141.0 Feet of Blocks 9 and 16) in the Northeast 1/4 of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, According to the Plat Thereof Recorded February 18, 1913 as Document Number 5131032, Described As Follows: Beginning At a Point on a Line Which is 15.32 Feet South of and Parallel to the North Line of Said Block 'A', Said Point Being 610.0 Feet West of the West Line of South Peoria Street; Thence South Along a Line Parallel to the West Line of South Peoria Street, 131.24 Feet; Thence West Along a Line Parallel to the North Line of West 122nd Street, 321.0 Feet; Thence Westerly Along a Line Which Forms an Angle of 174 Degrees 30 Minutes to the Left with the Last Described Course, 50.0 Feet; Thence Westerly Along a Line Which Forms an Angle of 171 Degrees 59 Minutes to the Left With the Last Described Course, 50.0 Feet; Thence Northwesterly Along a Line Which Forms An Angle of 172 Degrees 58 Minutes to the Left With the Last Described Course, 50.0 Feet; Thence Northwesterly Along a Line Which Forms An Angle of 173 Degrees 04 Minutes to the Left With the Last Described Course, 50.0 Feet; Thence Northwesterly Along a Line Which Forms An Angle of 173 Degrees 15 Minutes to the Left With the Last Described Course, 50.0 Feet; Thence Northwesterly Along a Line Which Forms Angle of 178 Degrees 22 Minutes to the Left With The Last Described Course, 79.20 Feet To Its Intersection With a Line Which is 15.32 Feet South Of And Parallel To The North Line of Said Block 'A'; Thence East Along a Line 15.32 Feet South Of And Parallel To The North Line of Said Block 'A', 604.85 Feet To The Place of Beginning, in Cook County, Illinois.

Parcel 2:

Easement For the Benefit of Parcel 1 As Created By Grant From the Exchange National Bank of Chicago, a National Banking Association, as Trustee Under Trust Agreement Dated October 5, 1959 Known as Trust Number 1275 to George Glickley and Burton Graham Dated December 28, 1964 and Recorded February 15, 1965 as Document 19381475 for Ingress and Egress Over and Upon the West 18.0 Feet of The East 718.0 Feet (Except the North 146.56 Feet Thereof) of the Following Described Tract to Wit:

That Part of Columbia Western Mills Block 'A' Being a Consolidation of Sundry Tracts of Land in the Resubdivision of Blocks 9 to 16, Both Inclusive, (Except the East 141.0 Feet of Blocks 9 and 16) in The North East 1/4 of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, According to The Plat Thereof Recorded February 18, 1913, as Document 5131032, Also Lots 6, 10, 11, 12 and 13 and Lots 1 to 5, Both Inclusive, Together With The Private Alley North of and Adjoining Said Lots 1 to 5 in the Subdivision of Lots 7, 8 and 9 Also the Vacated Alley Lying East of and Adjoining the East Line of Said Lots 10, 11, 12 and 13 and West of and Adjoining the West Line of said Lot 6 and West of and Adjoining The West Line of Said Lot 5 and the West Line of said Lot 5 Produced North 10.0 Feet, All in Block 3, Also Lots 12 to 35, Both Inclusive, Together With The Vacated Alley East of and Adjoining the East Line of Lots 24 to 35, Both Inclusive, and West of and Adjoining the West Line of Lots 12 to 23, Both Inclusive, All in Block 4 Also Lots 12 to 35, Both Inclusive, Together With Vacated Alley East of and Adjoining the East Line of Lots 24 to 35, Both Inclusive, in Block 5, Also Lots 12 to 35, Both Inclusive, Together With the Vacated Alley East of and Adjoining the East Line of Lots 24 to 35, Both Inclusive, and West of and Adjoining the West Line of Lots 12 to 23, Both Inclusive, All in Block 6, All in the Resubdivision of Blocks 9 to 16, (Except the East 141.0 Feet of Blocks 9 and 16) in 1st

98348340

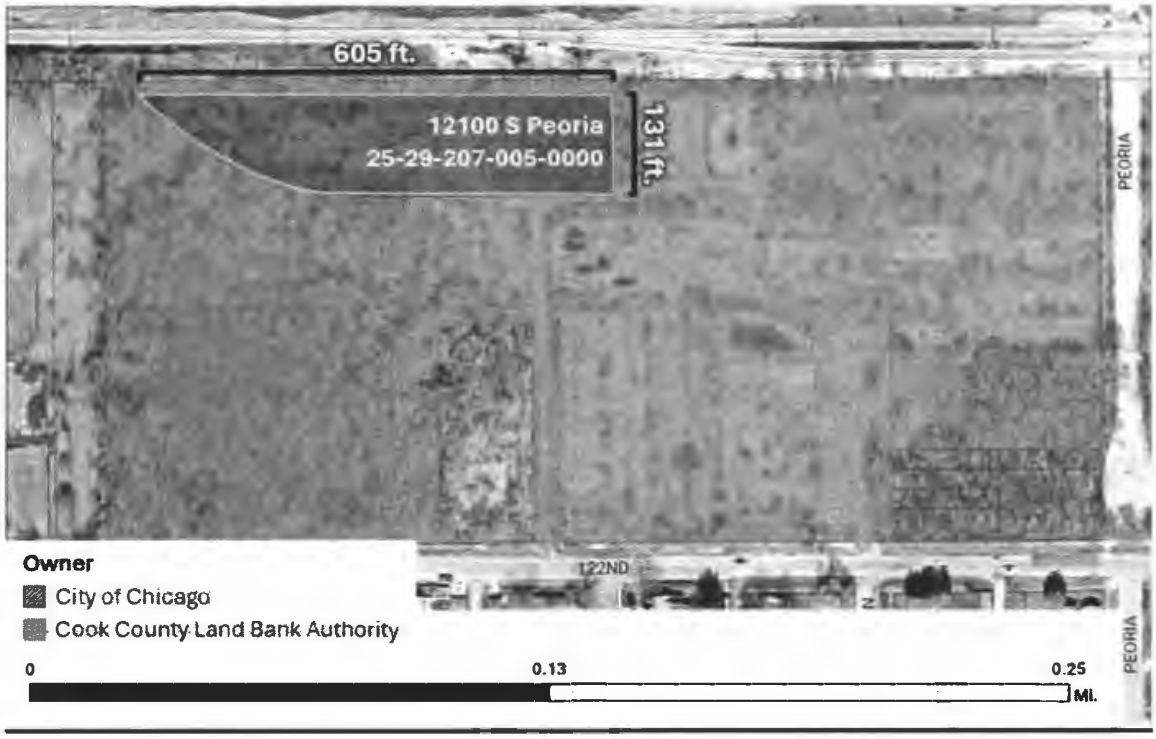
Addition to West Pullman, in the North East 1/4 of Section 29, Township 37 North, Range 14 East of the Third Principal Meridian, Also Vacated South Sangamon Street West of And Adjoining a West Line of Columbia Western Mills, Block 'A' and The West Line of Lots 10 to 13, Both Inclusive, in Block 3 and East of Adjoining the East Line of Lots 12 to 23, Both Inclusive, in Block 4, Also Vacated South Morgan Street West of and Adjoining the West Line of Lots 24 to 35, Both Inclusive, in Block 4, and East of And Adjoining the East Line of Lots 12 to 23, Both Inclusive, in Block 5, Also Vacated South Carpenter Street West of and Adjoining the West Line of Lots 24 to 35, Both Inclusive, in Block 5 and East of and Adjoining the East Line of Lots 12 to 23, Both Inclusive, in Block 6, All in the Resubdivision of Blocks 9 to 16, (Except the East 141.0 Feet of Blocks 9 and 16) in 1st Addition to West Pullman, Aforesaid, in Cook County, Illinois.

8741

DEED NO. D_____

*Exhibit "B".*

*Depiction Of CCLBA Property Surrounding City Property.*



SALE OF VACANT CITY-OWNED PROPERTY AT 1648, 1654, 1658 S. DRAKE AVE. AND 1630, 1631, 1653, 1804 AND 1810 S. TRUMBULL AVE. TO WESTSIDE COMMUNITY GROUP, INC. UNDER CHIBLOCKBUILDER MISSING MIDDLE INFILL HOUSING INITIATIVE PILOT PROGRAM FOR CONSTRUCTION OF RESIDENTIAL BUILDINGS.

[O2025-0017596]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025, and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant City-owned property at 1648, 1654, 1658 South Drake Avenue and 1630, 1631, 1653, 1804 and 1810 South Trumbull Avenue to Westside Community Group, Inc. under ChiBlockBuilder Missing Middle Infill Housing Initiative pilot program for construction of residential buildings (24th Ward) (O2025-0017596), 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, OShea, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, The Department established the Missing Middle Infill Housing Initiative (the "Initiative") to address neighborhood disinvestment and repopulate underbuilt areas by facilitating new home construction on vacant, City-owned lots in communities like North Lawndale; and

WHEREAS, The Initiative is currently in its pilot phase and is offering forty-four (44) vacant lots in six (6) clusters in North Lawndale for One and no/100 Dollar ($1.00) per tax parcel (the "Purchase Price") to qualified developers for the construction of one-to-six-unit residential buildings, with completed buildings to be sold to owner-occupants, in furtherance of restoring neighborhood density, expanding homeownership, and supporting community revitalization efforts; and

WHEREAS, Under the Initiative, the City may provide up to $150,000 per housing unit for site preparation and construction costs; and

WHEREAS, As part of the Initiative, the Department issued a Request for Applications ("RFA") through ChiBlockBuilder for each of the three clusters, including the cluster of properties legally described on Exhibit A attached hereto (each, a "City Lot" and collectively, the "City Lots"); 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 and November 6 and 13, 2024; and

WHEREAS, The Department evaluated the applications for the City Lots based on the applicant's development experience, clarity and feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, the anticipated economic impact of the project, the proposed density of the project, and community engagement; and

WHEREAS, The Department selected Westside Community Group, Inc., an Illinois corporation ("Buyer"), for the sale of the City Lots for the construction of nine (9) three-unit residential buildings with a total of twenty-seven (27) dwelling units, as depicted in the drawings attached hereto as Exhibit D (the "Project"); and

WHEREAS, The other applications for the City Lots ("Proposals") are summarized on Exhibit B attached hereto; and

WHEREAS, The RFA stated, in part, that selected developers must sell the buildings they construct to owner-occupants upon project completion and comply with the Affordable Requirements Ordinance, Section 2-44-085 of the Municipal Code, if applicable; and

WHEREAS, Subsequent to its receipt and evaluation of the Proposals, the Department determined that it was in the best interests of the City to: (i) permit temporary leases of buildings or units in buildings if, following a good faith effort, developers are unable to find buyers, in order to provide a stream of income to developers pending sale and to protect the homes from vandalism; and (ii) waive the application of the Affordable Requirements Ordinance, if applicable to a project, in order to further the objectives of the Initiative, in particular to encourage market-rate homeownership and investment; and

WHEREAS, The City finds it is in its best interest to modify the terms of the Initiative as described in (i) and (ii) in the foregoing recital and sell the City Lots 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 "Developer); and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The combined market value of the City Lots as of early 2025, as determined by CBRE, is $104,332; and

WHEREAS, The Buyer applied for a grant for the construction of the Project from the City's Housing and Economic Development bond and received a conditional commitment from the Department in the amount of Four Million Fifty Thousand and no/100 Dollars ($4,050,000.00); and

WHEREAS, As a condition of grant funding, the Developer will be required to enter into a redevelopment agreement with the Department including such terms and conditions as the Department may require (the "Redevelopment Agreement"); now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of the City Lots for the Purchase Price in their "as is" condition to the Developer. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer in substantially the form attached hereto as Exhibit E. If The Developer fails to close on the Redevelopment Agreement within ten (10) 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, extends the closing date. The Developer 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 or deeds (each, a "Deed") conveying the City Lots to the Developer, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement and herein. 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 and the Redevelopment Agreement. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including provisions related to indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title to the City Lots or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. This Project will be issued a waiver from Chapter 16-18 of the Municipal Code, the Open Space Impact Fee Ordinance, pursuant to Section 16-18-070 Individualized Assessment of Impact.

SECTION 6. The Affordable Requirements Ordinance, Section 2-44-085 of the Municipal Code, shall not apply to this Project.

SECTION 7. Upon completion of any building in the Project, if the Developer is unable to sell the building ( or any unit in the building if the units are being sold as condominiums) to an owner-occupant after making a good faith effort, as reasonably determined by the Department, the Developer may lease the building or any units in it for up to one (1) year, subject to extension for good cause with Commissioner approval, provided the Developer has received written consent from the Department.

SECTION 8. 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 *8. This ordinance shall take effect upon its passage and approval.

[Exhibit "D" referred to in this ordinance printed on page 29555 of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Lots And Project.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

Ward/Community Area:

24th/North Lawndale Community Area.

TIF Area:

Ogden/Pulaski TIF Redevelopment Project Area.

Size/Zoning:

29,989 square feet/RT4.

Project Description:

Nine (9) 3-unit multi-family buildings with a total of 27 dwelling units.

---

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

| Address | PIN | Size | Market Valuation |
|---|---|---|---|
| 1648 South Drake Avenue | 16-23-400-063-0000 | 3,744 square feet | $14,977 |
| 1654 South Drake Avenue | 16-23-400-064-0000 | 3,742 square feet | $14,968 |
| 1658 South Drake Avenue | 16-23-400-065-0000 | 3,744 square feet | $14,977 |
| 1630 South Trumbull Avenue | 16-23-402-032-0000 | 3,131 square feet | $12,526 |
| 1631 South Trumbull Avenue | 16-23-403-010-0000 | 3,118 square feet | $ 9,355 |
| 1653 South Trumbull Avenue | 16-23-403-019-0000 | 3,120 square feet | $ 9,360 |
| 1804 South Trumbull Avenue | 16-23-409-011-0000 | 6,261 square feet | $18,783 |
| 1810 South Trumbull Avenue | 16-23-409-014-0000 | 3,129 square feet | $ 9,386 |

Parcel 1.

Legal Description:

Lot 10 in Newkirk's Subdivision of the west 332 feet of the 595.4 feet south and adjoining the north 265 feet of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1648 South Drake Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-400-063-0000.

Parcel 2.

Legal Description:

Lot 11 in Newkirk's Subdivision of the west 332 feet of the 595.4 feet south and adjoining the north 265 feet of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1654 South Drake Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-400-064-0000.

Parcel 3.

Legal Description:

Lot 12 in Newkirk's Subdivision of the west 332 feet of the 595.4 feet south and adjoining the north 265 feet of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1658 South Drake Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-400-065-0000.

Parcel 4.

Legal Description:

Lot 13 in Block 2 in Trumbull's Subdivision of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1630 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-402-032-0000.

Parcel 5.

Legal Description:

Lot 36 in Block 1 in Lyman Trumbull's Subdivision of that part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1631 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-403-010-0000.

Parcel 6.

Legal Description:

Lot 27 in Block 1 in Lyman Trumbull's Subdivision of that part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1653 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-403-019-0000.

Parcel 7.

Legal Description:

Lots 1 and 2 in Block 3 in Lyman Trumbull's Subdivision of part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1804 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-409-011-0000.

Parcel 8.

Legal Description:

Lot 5 in Block 3 in Trumbull's Subdivision of part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1810 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-409-014-0000.

*Exhibit "B".*
(To Ordinance)

*Competing Proposals.*

| Applicant | Status | Decision |
|---|---|---|
| Westside Community Group, Inc. | Accepted | Highly qualified applicant, reasonable budget, good plans/designs and aldermanic support |
| Applicant Number 2 | Declined | Budget not tailored to site, building plans lack site-specific detail and proposed unit counts conflict with zoning |
| Applicant Number 3 | Declined | Application incomplete |
| Applicant Number 4 | Declined | Construction costs unrealistic |
| Applicant Number 5 | Declined | Per-unit costs and requested assistance unrealistic, funding gap in budget and basic design with small units |
| Applicant Number 6 | Declined | Unit designs small and basic with poorly designed facades that are incompatible with surrounding buildings |

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

The City of Chicago, an Illinois municipal corporation, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("Grantor"), for the consideration of _____ Dollars ($_____), conveys and quitclaims to _____, an Illinois company, whose offices are located at _____ ("Grantee"), all interest and title of Grantor in the real property legally described and identified on (Sub)Exhibit A attached hereto ("Property"), pursuant to an ordinance adopted by the City Council of the City of Chicago on _____, 20___, and published at pages _____ through _____ in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date (the "Project Ordinance").

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) easements, encroachments, covenants, restrictions and liens of record and not shown of record; (d) such other title defects as may exist; and any and all exceptions caused by the acts of the Grantee or its agents. This conveyance is also subject to the following conditions and covenants, which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on Grantee and Grantee's successors and assigns. Except as otherwise defined herein, all capitalized words shall have the meanings given to such words in that certain Redevelopment Agreement between Grantor and Grantee dated _____, 20___, and recorded on even date herewith (the "Agreement").

First: Grantee shall commence construction of the Project within ___ months after the date of this deed, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) in accordance with the terms of the Agreement; provided, however, Grantor's Department of Planning and Development or any successor department thereto (the "Department"), in its reasonable discretion, may extend the construction commencement and completion dates.

Second: Grantee may not directly or indirectly sell, transfer, convey or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity, nor may Grantee directly or indirectly assign the Agreement, nor may any principal party of Grantee (e.g., a general partner, member, manager or shareholder) sell, transfer or assign any of its interest in Grantee to anyone other than another principal party, without in each case obtaining the prior written consent of the Department, which consent shall be in the Department's sole discretion.

Third: Grantee may not, without the prior written consent of the Department, which consent shall be in the Department's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any Lender Financing approved pursuant to Section 4 of the Agreement, which shall be limited to funds necessary to construct the Project.

Fourth: Grantee shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

Fifth: Grantee, on behalf of itself and its affiliates, and the respective officers, directors, employees, agents, successors and assigns of Grantee and its affiliates, shall release, relinquish and forever discharge Grantor from and against any and all Losses arising out of or in any way connected with, directly or indirectly, the environmental matters defined as Released Claims in Section 9.05 of the Agreement, in accordance with the terms and conditions of Section 9.05 of the Agreement.

The covenants numbered First, Second and Third shall terminate on the date Grantor issues the Certificate of Completion for the Project. The covenants numbered Fourth and Fifth shall have no limitation as to time.

If Grantee fails to comply with any of the foregoing covenants and conditions, Grantor may terminate the Agreement and pursue and secure any available remedy against Grantee in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, or the specific performance of the agreements contained herein.

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

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).

[(Sub) Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 29494 through 29498 of this *Journal.*]

*Exhibit "E".*
(To Ordinance)

*Westside Community Group, Inc.*
*Redevelopment Agreement.*

This Westside Community Group Inc. 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 | Definition |
|---|---|
| Agreement Date (preamble) | / /2025 |
| Developer (preamble) | Westside Community Group Inc., an Illinois company |
| Project (Recitals) | The Developer is redeveloping eight (8) City-owned parcels in the North Lawndale Community Area with nine (9), three-unit, residential buildings with a total of twenty-seven (27) dwelling units. The project will be constructed in one phase. |
| Property | See Exhibit A for Legal Description |
| City Funds (Recitals) | Check applicable box:<br><br>__**GO Bonds and/or Corporate Funds.** "City Funds" shall mean Corporate Funds and/or the proceeds of GO Bonds defined below: pursuant to an ordinance passed by the City Council on April 19, 2024, and published in the Journal for such date at pages 11493 through 11568, inclusive (the "HED Bond Ordinance"), the City indicated its intention to issue bonds (the "GO Bonds") with the expectation that the proceeds of the GO Bonds, when issued, will reimburse the Corporate Funds used for the purposes identified by the HED Bond Ordinance (the "Purposes").<br><br>__**STSC Bonds and/or Corporate Funds.** "City Funds" shall mean Corporate Funds and/or the proceeds of STSC Bonds defined below: pursuant to the HED Bond Ordinance, the City authorized the Sales Tax Securitization Corporation ("STSC") to issue bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds, when issued, will reimburse the Corporate Funds used for the Purposes. |
| Commencement Date (3.01) | / /2025 |
| Estimated Project Cost (4.01) | $6,486,488 |
| City Grant (Definitions) | $4,050,000 |

<table>
<tr><td>Total Funding Sources (4.01)</td><td>
<table>
<tr><th>Total Funding Sources</th><th>Amount</th></tr>
<tr><td>Equity</td><td>$487,289</td></tr>
<tr><td>Lender Financing</td><td>$1,949,190</td></tr>
<tr><td>City Grant</td><td>$4,050,000</td></tr>
<tr><td>TOTAL</td><td>$6,486,488</td></tr>
</table>
</td></tr>
<tr><td>Certificate Deadline (6.05)</td><td>/ /2027</td></tr>
<tr><td>Permitted Liens (12)</td><td>[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</td></tr>
<tr><td>Notice Addresses (13.14)</td><td><u>If to the Developer</u>:<br>Westside Community Group Inc.<br>980 North Michigan Avenue, Suite 1400<br>Chicago, Illinois 60611<br><u>Attention</u>: Jasmine Shaw<br><br><u>If to the City</u>:<br>City of Chicago, Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br><u>Attention</u>: Commissioner<br><br>with a copy to<br><br>City of Chicago, Department of Law<br>121 North LaSalle Street, Room 600<br>Chicago, Illinois 60602<br><u>Attention</u>: Finance and Economic Development Division</td></tr>
</table>

**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.

WESTSIDE COMMUNITY GROUP INC.,
an Illinois corporation

By:_____
Name: Jasmine Shaw
Title: President

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 Jasmine Shaw (the "Representative"), personally known to me to be the President of Westside Community Group Inc., an Illinois corporation ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 _____, 20__.

_____
Notary Public

My Commission Expires_____

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of the Department of Planning and Development (the "Commissioner") 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 the Commissioner signed, sealed, and delivered said instrument, pursuant to the authority given to the Commissioner by City, as the Commissioner's 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_____

**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. City Council Authority. The City Council of the City (the "City Council") has adopted one or more ordinances authorizing the use of City Funds to fund a portion of the costs of the Project and authorizing the Commissioner of DPD (the "Commissioner") to enter into this Agreement.

C. City Funds. The City agrees to use, in the amounts set forth in Section 4.02 and Section 4.05 hereof, City Funds to pay for or reimburse the Developer for the costs of Improvements (as defined below) pursuant to the terms and conditions of this Agreement.

D. Sale of Property. The City is the owner of the property legally described on Exhibit A attached hereto (the "Property"), consisting of eight (8) vacant lots (each, a "Lot") that the City desires to be redeveloped for housing and which the Developer intends to purchase from the City for the same purpose.

E. The Project. The Project is part of DPD's Missing Middle Infill Housing Initiative (the "Initiative"), which aims to combat neighborhood disinvestment by facilitating new home construction on vacant, City-owned lots. This initiative seeks to restore neighborhood density, expand home ownership opportunities, and support community revitalization in underbuilt communities.

F. City Council Authority for Sale. Pursuant to an ordinance adopted by City Council on [ ], 2025, and published at pages [ ] through [ ] in the Journal for such date, the City authorized the sale of the Property to the Developer for the Project.

G. Homes. Developer, subject to the terms of the Agreement, shall construct nine (9), three-unit, buildings (each, a "Building") with a total of twenty-seven (27) units (each, a "Unit" and collectively, the "Units") on the Lots, as more fully described on Exhibit A attached hereto;

H. Subsequent Sale to Home Buyers. Unless otherwise provided in Section 3.14, all the Units to be constructed by Developer pursuant to this Agreement must be developed and sold to homebuyers for a price not to exceed the amount provided in Section 3.14(B); and

I. Reconveyance Deeds. As additional security for the Developer's completion of the Project and compliance with this Agreement, the Developer has agreed to execute a reconveyance deed for each Lot in a form acceptable to the City (the "Reconveyance Deed"); and

J. Affordable Requirements Ordinance. The Department of Housing has determined that, due to market conditions, it is in the best interests of the City to waive the Affordable Requirements Ordinance, Chapter 2-44-085 of the Municipal Code, in order to further the objective of the Initiative; and

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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:

"2FM" shall mean the Department of Fleet and Facility Management or any successor City department.

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

"Bonds" shall mean (a) the GO Bonds if the definition of "City Funds" refers to GO Bonds and/or Corporate Funds and (b) STSC Bonds if the definition of "City Funds" refers to STSC Bonds and/or Corporate Funds.

"Building" shall have the meaning set forth in the Recitals hereof.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.06.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall have the meaning set forth in the Recitals hereof.

"Closing" shall have the meaning set forth in Section 3.13(b).

"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.

"Commissioner" shall have the meaning set forth in the Recitals hereof.

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

"Corporation Counsel" shall mean the City's Department of Law.

"Developer Parties" shall mean the Developer, the Developer's affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's affiliates.

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

"Environmental Laws" shall mean any Laws which pertain to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of Chicago; and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"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 Total Funding Sources.

"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.

"General Contractor" shall mean the general contractor(s) hired by Developer to complete the construction of the Project.

"Improvements" shall mean those improvements of the Project which (i) are eligible to be reimbursed using the proceeds of tax-exempt Bonds and (ii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the Improvements for the Project.

"Initiative" shall have the meaning set forth in the Recitals hereof.

"Journal" shall mean the Journal of the Proceedings of City Council.

"Laws" shall mean all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, orders, decrees, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees, injunctions or judgments.

"Lender" shall mean any lender providing Financing including but not limited to [_____].

"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 Total Funding Sources.

"Limited Review" shall have the meaning set forth in Section 9.02 hereof.

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

"Lot(s)" shall have the meaning set forth in the Recitals 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 F hereof.

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

"Permitted Liens" shall mean those liens and encumbrances against the Property and/or the Project set forth on Exhibit G hereto.

"Other Regulated Material" shall mean any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, or radon, or (b) is a hazard to the environment or to the health or safety of persons.

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

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

"Reconveyance Deed" shall have the meaning set forth in the Recitals hereof.

"Released Claims" shall have the meaning set forth in Section 9.05 hereof.

"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.

"Review Documents" shall have the meaning set forth in Section 9.02 hereof.

"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.

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

"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 City Grant.

"Tax-Exemption Default" shall have the meaning set forth in Section 11.01(i) hereof.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on 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.

"Unit(s)" shall have the meaning set forth in the Recitals hereof.

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

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

"WBE(s)" 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 acquisition and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and obtain the Certificate no later than the Certificate Deadline.

3.02 Project Budget; Total 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 Total Funding Sources shall be sufficient to complete the Project, and (b) the Project Budget and Total 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 for the Project 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 Laws. 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 completion of the Project, 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.

3.13 Conveyance of City Property. The following provisions shall govern the City's conveyance of the City Property to the Developer:

(a) Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of One Dollar ($1.00) per Lot or total of eight Dollars ($8.00) (the "Purchase Price"), which will be paid by the Developer to the City at the Closing. For purposes of this Agreement, the market valuation for each Lot is listed on Exhibit A. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees, premiums and closing costs. The Developer acknowledges and agrees that the City has only agreed to sell the Property to the Developer for the Purchase Price because Developer has agreed to execute this Agreement and comply with its terms and conditions.

(b) Closing. The closing of this transaction (the "Closing") shall take place on the Closing Date at the downtown offices of the Title Company; provided, however, in no event shall the closing of the land sale occur unless the Developer has satisfied all conditions precedent set forth in Section 5, unless DPD, in its sole discretion, waives one or more of such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county, and municipal real estate transfer tax declarations, an ALTA statement, a grantee-grantor statement, and any other documentation customarily required by the Title Company and provided by the City, but expressly excluding "gap" undertakings.

(c) Form of City Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the Deed, the following:

(i) intentionally omitted.

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) general real estate taxes and any special assessments or other taxes;

(iv) all easements, encroachments, covenants and restrictions of record and not shown of record;

(v) such other title defects as may exist; and

(vi) any and all exceptions caused by the acts of Developer, its Affiliates or its Agents.

(d) Recording. Developer shall pay to record the Deeds, this Agreement, and any other documents incident to the conveyance of the Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

(e) Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed for each Lot. The Developer acknowledges and agrees that the City shall have the right to record any Reconveyance Deed for any Lot and revest title to any Lot and all improvements thereon in the City in accordance with Section 11 hereof.

(f) Title Commitment and Insurance. Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation, and later-date fees), and obtaining the Title Policy and any endorsements.

(g) Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If Developer elects not to terminate this Agreement as aforesaid, Developer shall be deemed to have accepted title subject to all exceptions.

(h) Survey. Developer shall obtain a Survey at the Developer's sole cost and expense and deliver a copy of the Survey to the City.

(i) "As Is" Sale. The Developer acknowledges that it has had an adequate opportunity to inspect the Property and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). The Developer acknowledges that it is relying solely upon its own inspection and other due diligence activities in deciding whether to acquire the Property, and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer acknowledges and agrees that the Property is being conveyed, and the Developer agrees to accept the property, in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, without any covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property (or any improvements thereon), its compliance with any Laws, or the suitability or merchantability of the Property for any purpose whatsoever. The Developer acknowledges and agrees that it is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

3.14. Conveyance of Unit from Developer to Homebuyer. Developer acknowledges and affirms the goals of the City with regard to achieving the construction of affordable, new, high quality, owner-occupied or rental housing within the corporate boundaries of the City. Developer shall sell completed Buildings or Units to owner/occupants ("Purchaser"). In the event a Building is sold to a Purchaser, at least one of the Units in the Building must be owner occupied. Purchaser

may then rent one unit to relatives, friends or the general public. Purchaser shall be required to execute and record at the time of the purchase of the Building or Unit, a recapture mortgage on the property for a period of five (5) years. All owner-occupied Units must be the Purchaser's principal residence for five (5) consecutive years following the date of purchase.

Upon completion of any Building in the Project, if the Developer is unable to sell the Building (or any Unit in the Building if the Units are being sold as condominiums) to a Purchaser after making a good faith effort, as reasonably determined by DPD, the Developer may lease the Building or any Units in it for up to one (1) year, subject to extension for good cause with Commissioner approval, provided the Developer has received written consent from the DPD.

A. Intentionally Omitted

B. Sales Price. Developer affirmatively covenants that it shall sell and convey each Unit or Building for a price that shall not exceed a maximum per-unit sale price that is commensurate with a household income of 140% of the area median income ("AMI"). Maximum sale prices by building type are determined by adding the values below, respective to the unit sizes and the number of units in the building:

- For each two-bedroom unit: $388,931
- For each three-bedroom unit: $432,103

C. Mortgage. Developer shall advise each initial Purchaser that such Purchaser shall be required to execute and record at the time of the purchase of the Building or Unit (and the Developer shall attach as an exhibit to the Purchaser's sales contract):

(i) a forgivable mortgage (Mortgage") in favor of the City in an amount $50,000.

The Mortgage shall otherwise be in the form of Exhibit H to this Agreement, and shall also include the Purchaser's covenant to use the Unit as the Purchaser's principal residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment.

Developer acknowledges and agrees that Developer shall provide advance written notice to the City of any material revisions to the forms of Mortgage set forth in Exhibit H, respectively. Such material revisions are subject to the reasonable approval of the DPD.

D. Warranties. At the closing for the conveyance of a Unit or Building from Developer to an initial homebuyer, Developer shall deliver to said homebuyer one or more warranties, in substantially the form attached hereto as Exhibit J, covering the following home systems and having a duration of one (1) year commencing with the closing date: HVAC, plumbing (interior and exterior) and electrical. Developer shall offer each homebuyer a [whole house], one-year warranty at a reasonable price.

**SECTION 4. PROJECT FINANCING**

4.01 Estimated Project Cost and Sources of Funds. The cost of the Project is estimated to be $6,486,488 to be applied in the manner set forth in the Project Budget.

4.02 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of Improvements and allocated by the City for that purpose.

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

4.04 Distribution of City Grant; Escrow Agreement. Subject to the conditions described in Section 4.02 and Section 4.03, the City shall disburse the Capital Grant in installments as described in the Escrow Agreement.

4.05 Intentionally omitted.

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of the City 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 the City Grant hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.08 Cost Overruns. If the aggregate cost of Improvements exceeds the City Grant 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.

4.09 Conditional Grant. The City Grant being provided hereunder is being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02.

**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. On the Closing Date, the Developer must have furnished the City with a copy of the pro forma title policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The pro forma 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 pro forma 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 Intentionally Omitted.

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).

5.12 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 11 below, if applicable.

**SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION**

6.01 Request for Certificate of Completion. 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. DPD shall respond to Developer's written request for a Certificate within forty-five (45) days by issuing either 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 a Certificate upon completion of such measures.

DPD may require a single inspection by an inspecting architect hired at the Developer 's expense to confirm the completion of the Project.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out the final portion of the City Grant in connection with the Project, until (i) the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost. As described in Section 4.02, the City Grant will be reduced on a pro rata basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred Improvement costs in an equal amount to, or greater than, the City Grant;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Chicago Sustainable Development Policy;
- Evidence acceptable to DPD that the Units of the Project have been sold to a Qualified Household pursuant to this Agreement;
- Final Owner's Sworn Statement, with $0 outstanding balance;
- Final Contractor Sworn Statement, with $0 outstanding balance;
- Final lien waivers; provided, however, that Developer may submit a written request to DPD which may be granted at the Commissioner's sole discretion to waive the requirement for final lien waivers for construction-related liens to which Developer contests or objects in good faith by appropriate legal proceedings properly and diligently instituted and prosecuted, during which time the Developer shall furnish a good and sufficient bond covering such lien;
- All invoices and cancelled checks (front/back);
- Title Company disbursement reports (if applicable);
- Signed letter on the Architect's letterhead stating project completion according to the plans and specifications from the Agreement;

- Signed letter on Developer's letterhead, and a signed and notarized affidavit, stating project completion according to the plans and specifications from the Agreement;
- 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 F.

And (ii) no Event of Default exists.

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. Notwithstanding any provision of this Agreement to the contrary, in addition to any other provisions of this Agreement which by their terms survive the expiration of the Term of the Agreement, the following will survive until ten years after the Bonds, or any bonds that refinance the Bonds, have been fully paid and retired: (i) the duty to cooperate with and assist the City with the resolution of any governmental or other type of inquiry into or audit of the Bonds, or any bonds that refinance the Bonds, (ii) the duty to cooperate with and assist the City with any actions the City deems necessary in its sole discretion in the event of a Tax-Exemption Default, and (iii) Section 8, *Maintaining Records and Right to Inspect*.

The covenant specifically described at Section 7.02 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; provided, that upon the issuance of a Certificate of Completion, the covenants set forth in Section 7.02 shall be deemed to have been fulfilled 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:

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

(b) the right to seek reimbursement of the previously disbursed City Grant 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; provided, however, that the Developer may submit a written request for an extension of the Certificate Deadline to DPD which may be granted at the Commissioner's sole discretion.

**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 the City Grant hereunder that:

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

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

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

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

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

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

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

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

(i) Developer shall not do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, assign, 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; provided, however, that the foregoing notwithstanding, City consent shall not be required for a transfer through a quitclaim deed from the Developer to one of Developer's subsidiaries or

affiliates, or to an entity controlled by, under the control of, or under common control with the Developer.

(j) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner, 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 Laws applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

7.03 Use of City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to pay for or to reimburse Developer for its payment for Improvements as provided in this Agreement.

7.04 Intentionally Omitted.

7.05 Intentionally Omitted.

7.06 Jobs Reporting Requirement. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to report to DPD information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

7.07 Intentionally Omitted.

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

7.09 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, 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 project area, if any, in which the Property is located.

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 Agreement 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 Laws 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 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**

9.01 Intentionally Omitted.

9.02 2FM's Limited Review. The City, acting through 2FM, 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 each Lot. Developer acknowledges and agrees that Developer has previously received a summary of the Limited Review, and that the City has made all Review Documents available to Developer for inspection and copying upon request. Developer 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 2FM's summary of its Limited Review. Developer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Lots. Developer acknowledges and agrees that the Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Lots, and that there may be other conditions, uses, and sources or types of contamination affecting the Lots. Developer 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 Lots. Further, Developer 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. Developer shall be deemed satisfied with the condition of the Lots upon the Developer's execution of this Agreement.

9.03 Discovery of Environmental Conditions. If the Developer encounters underground storage tanks ("USTs") during the development of the Project, the Developer shall remove and close the USTs in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175 and 35 Ill. Adm. Code Part 734 (if the UST is leaking). In addition, if the Developer discovers soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305, the Developer shall remove such soil or soil gas. Upon discovering these or any other environmental conditions, the Developer shall immediately notify 2FM and shall obtain 2FM's approval of (i) the scope of work of any investigation, remediation or removal activities prior to commencing such work, and (ii) following completion of any such investigation, remediation or removal activities, any reports or other documents demonstrating compliance with all applicable Laws, including Environmental Laws. If required by 2FM, the Developer shall enroll the Property or the applicable portion thereof in the Illinois Environmental Protection Agency's Site Remediation Program and take all necessary and proper steps to obtain a "No Further Remediation" letter approving the use of the Property for the construction, development, and operation of the Project. The Developer shall bear sole responsibility for all investigative and cleanup costs associated with the Property.

9.04 Ban on Use of Biosolids. No materials suspected of being impacted by per- and polyfluoroalkyl substances (PFAS), including biosolids, Exceptional Quality (EQ) biosolids, and soil or compost blended with biosolids, from any source, may be imported onto the Property for any purpose.

9.05 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless

from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

9.06 Release Runs with the Land. The covenant of release in Section 9.05 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using, or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 9.05 contains a full, complete and final release of all such claims.

9.07 Survival. This Section 9 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

## SECTION 10. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees (individually an "Indemnitee," and collectively the "Indemnitees") 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, reasonable attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement; provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee 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.

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## 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;

(h) in the event the Developer relocates the Project without the prior written consent of the City during the Term of the Agreement; or

(i) Developer takes any action or omits to take any action that in any way adversely affects the tax-exempt status of the Bonds, under Section 103 of the Internal Revenue Code of 1986 and all applicable federal income tax regulations, all of the foregoing as determined by the City in its sole discretion (a "Tax-Exemption Default").

(j) the failure of Developer to secure the Certificate for the Project prior to the Certificate Deadline;

11.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, may suspend disbursement of the City Grant, may seek reimbursement of the City Grant, and may exercise any remedy available to it at law or in equity, including the right to re-enter and take possession of the Property or any portion thereof, terminate the estate conveyed to the Developer, and revest title to the Property or any portion thereof in the City; provided, however, the City's foregoing right of reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If a Reconveyance Deed is recorded by the Title Company, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property or the applicable portion thereof was owned by the Developer, and shall cause the

release of all liens or encumbrances placed on the Property or the applicable portion thereof during the period of time such Property was owned by the Developer. The Developer will cooperate with the City and Title Company to ensure that if the Title Company records a Reconveyance Deed, such recording is effective for purposes of transferring title to the Property or any portion thereof to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property or the applicable portion thereof to the Developer and except for any mortgage authorized by this Agreement.

Notwithstanding the foregoing, if a Tax-Exemption Default has occurred and the City determines, in its sole discretion, that no cure is capable of correcting such default, the City may deliver an immediately effective notice of termination and Developer will promptly repay the City the full amount of the City Grant funds previously distributed to Developer and fully cooperate with the City in any actions it deems necessary as a result of the Tax-Exemption Default.

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

**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.

**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.

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.

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

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. Financial Interest. 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 "E", "G", "H" and "K" referred to in this Westside Community Group, Inc. Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D", "F", "I" and "J" referred to in this Westside Community Group, Inc. Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To Westside Community Group, Inc. Redevelopment Agreement)

*Legal Description Of Property.*

(Subject To Final Title Commitment And Survey)

Legal Description:

Lot 10 in Newkirk's Subdivision of the west 332 feet of the 595.4 feet south and adjoining the north 265 feet of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1648 South Drake Avenue
Chicago, Illinois.

Property Index Number:

16-23-400-063-0000.

Market Valuation:

$14,977.

Legal Description:

Lot 11 in Newkirk's Subdivision of the west 332 feet of the 595.4 feet south and adjoining the north 265 feet of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1654 South Drake Avenue
Chicago, Illinois.

Property Index Number:

16-23-400-064-0000.

Market Valuation:

$14,968.

Legal Description:

Lot 12 in Newkirk's Subdivision of the west 332 feet of the 595.4 feet south and adjoining the north 265 feet of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1658 South Drake Avenue
Chicago, Illinois.

Property Index Number:

16-23-400-065-0000.

Market Valuation:

$14,977.

Legal Description:

Lot 13 in Block 2 in Trumbull's Subdivision of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1630 South Trumbull Avenue
Chicago, Illinois.

Property Index Number:

16-23-402-032-0000.

Market Valuation:

$12,526.

Legal Description:

Lot 36 in Block 1 in Lyman Trumbull's Subdivision of that part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1631 South Trumbull Avenue
Chicago, Illinois.

Property Index Number:

16-23-403-010-0000.

Market Valuation:

$9,355.

Legal Description:

Lot 27 in Block 1 in Lyman Trumbull's Subdivision of that part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1653 South Trumbull Avenue
Chicago, Illinois.

Property Index Number:

16-23-403-019-0000.

Market Valuation:

$9,360.

Legal Description:

Lots 1 and 2 in Block 3 in Lyman Trumbull's Subdivision of that part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1804 South Trumbull Avenue
Chicago, Illinois.

Property Index Number:

16-23-409-011-0000.

Market Valuation:

$18,783.

Legal Description:

Lot 5 in Block 3 in Trumbull's Subdivision of part of the east half of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1810 South Trumbull Avenue
Chicago, Illinois.

Property Index Number:

16-23-409-014-0000.

Market Valuation:

$9,386.

*(Sub)Exhibit "B".*
(To Westside Community Group, Inc. Redevelopment Agreement)

*Project Budget.*

| Total Development Cost | | Total Development Cost Per Build | |
|---|---|---|---|
| Land Acquisition | $8 | Land Acquisition | $1 |
| Development Hard Cost | $5,616,000 | Development Hard Cost | $624,000 |
| Development Soft Cost | $280,800 | Development Soft Cost | $31,200 |
| Contingency | $589,680 | Contingency | $65,520 |
| Total Cost: | $6,486,488 | Total Cost: | $720,721 |
| | | | |
| Loan LTV | $1,949,190 | Loan LTV | $216,576.80 |
| Total Required Equity: | $487,298 | Total Required Equity: | $54,144.20 |
| | | | |
| DPD Contribution | $4,050,000 | Requested DPD Contribution | $450,000 |
| Estimated Sales Price | $5,400,000 | Estimated Sales Price | $600,000 |
| Estimated Loan and Sale Cost | $1,125,000 | Estimated Loan and Sale Cost | $125,000 |
| Estimated Sales Income: | $1,838,512 | Estimated Sales Income: | $204,279 |

*(Sub)Exhibit "C".*
(To Westside Community Group, Inc. 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 for 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 Westside Community Group, Inc. Redevelopment Agreement)

*Requisition Form.*

State of Illinois )
) SS.
County of Cook )

The affiant, [Name of Developer], [Title] of [Development Company] (the "Developer"), hereby certifies that with respect to the Redevelopment Agreement between Developer and the City of Chicago dated _____, _____ (the "Agreement"):

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

B. 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 Improvements for the Project reimbursed by the City to date:

$_____

D. Developer requests reimbursement for the following cost of improvements:

$_____

E. None of the costs referenced in paragraphs C and D 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 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.

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* Editor's Note: Lettering sequence error present in original document.

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

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 20___.

_____
Notary Public

My commission expires: _____

*(Sub)Exhibit "F".*
(To Westside Community Group, Inc. Redevelopment Agreement)

*Construction Compliance.*

Agreement With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) For the Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner (the "Competitive Bid Process").

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

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

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (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 that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE" Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

i. At least 26 percent by MBEs; and

ii. At least 6 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a 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 (Sub)Exhibit F. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this (Sub)Exhibit F, 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.

*(Sub)Exhibit "I".*
(To Westside Community Group, Inc. Redevelopment Agreement)

*Form Of Reconveyance Deed.*

The Grantor, _____, a(n) _____ whose offices are located at _____, Chicago, Illinois 606__, for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, conveys and warrants to the City of Chicago (the "City"), an Illinois municipal corporation in the County of Cook and State of Illinois, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, the real estate situated in the County of Cook, in the State of Illinois, and described in (Sub)Exhibit One attached hereto (the "Property").

Grantor acknowledges that it has executed and delivered this deed simultaneously with, and as a condition precedent to the initial conveyance of the Property to Grantor, and that the deposit of this reconveyance Special Warranty Deed, and, if necessary, its subsequent recording, is a condition established pursuant to the terms and conditions of that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 20__, by and between the City and the Grantor and is a remedial right granted under such agreement.

To have and to hold the Property with each and all of the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the City and unto the City's successors and assigns forever, Grantor hereby covenanting that the Property is free and clear of any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to the Property unto the City and unto the City's successors and assigns forever, against the lawful claims and demands of all persons claiming by, under or through Grantor.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the City, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, it Will Warrant And Defend, subject to: See (Sub)Exhibit Two attached hereto and made a part hereof.

Dated this _____ day of _____, 20___.

_____ a(n) _____

By: _____

Name: _____

Its: _____

This Transfer Is Exempt Under The Provisions Of The Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b) And -45(e); And Section 3-33-060B And -060E Of The Municipal Code Of Chicago.

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, a(n) _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by said _____, as her/his free and voluntary act and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 20__.

_____
Notary Public

[(Sub)Exhibit One referred to in this Form of Conveyance Deed unavailable at time of printing.]

(Sub)Exhibit Two and Statement by Grantor and Grantee referred to in this Form of Conveyance Deed read as follows:

*(Sub)Exhibit Two.*
(To Form Of Reconveyance Deed)

*Permitted Title Exceptions.*

[To be completed prior to recording]

General real estate taxes and any special assessments or other taxes, the Redevelopment Agreement, and any title exceptions that were on the title as the closing of this Agreement.

*Statement By Grantor And Grantee.*
(To Form Of Reconveyance Deed)

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

_____ a(n) _____

By: _____

Name: _____

Its: _____

Date: _____, 20__

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

_____
Notary Public

The grantee or his agent affirms that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

City of Chicago, by one of its attorneys:

Dated: _____, 20__

_____

_____, Assistant Corporation Counsel

Subscribed and sworn before me this
_____ day of _____, of 20 __.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*(Sub)Exhibit "J".*
(To Westside Community Group, Inc. Redevelopment Agreement)

*Warranty Of Habitability*
*Limited Warranty.*

Owner Name: _____

Address of Property: _____

Warrantor: _____

Warrantor's Address: _____

Warranty Commencement Date: _____ Closing Date: _____

This Limited Warranty is being provided by Warrantor to Owner in accordance with that certain Purchase Agreement dated _____, 20___, by and between Warrantor and Owner (the "Contract").

I. Limited Warranty.

Warrantor hereby guarantees and warrants that the heating, ventilating, air-conditioning, electrical and plumbing systems (the "Mechanical Systems") are in good condition on the date hereof. For a term of one (1) year from the date hereof, Warrantor hereby agrees to remove, replace, repair, and make good, free of charge to Owner, all defects in materials or workmanship which appear within the warranty period that are the fault of any subcontractor of Warrantor relating to the installation and performance of the Mechanical Systems.

In accordance with the Contract, Warrantor hereby provides to Owner a limited warranty, subject to all of the terms and conditions set forth herein, that the structural components of the Home are of customary workmanship and such items properly perform the function for which each was designed, for a period of one (1) year following the date hereof. For purposes of this Limited Warranty, structural components shall mean only the roof, foundation, exterior and supporting walls.

The parties hereto hereby acknowledge that a preoccupancy inspection of the Property has been made by Owner and Warrantor's representative prior to the Closing Date. Any and all punch-list items from such pre-occupancy inspection to be corrected have been listed in the Inspection Report which has been signed by both Owner and Warrantor's representative, a copy of which shall be retained by Owner. All punch-list items not corrected prior to Closing shall be corrected within a reasonable period following Closing, subject to delays caused by Owner, availability of labor and materials, and other circumstances beyond the reasonable control of Warrantor. No corrections shall be made of defects not recorded on the Inspection Report except for latent defects covered by this Limited Warranty, and no correction shall be made for latent defects first claimed or discovered after the expiration of the Warranty Period (defined below).

The appliances (and any other separately warrantied components) are warranted by their manufacturers in accordance with their individual written warranties. Except For The Mechanical Systems, Warrantor Makes No Express Warranties As To These Components, And Disclaims Any Implied Warranties With Respect Thereto. Further, Owner Relieves Warrantor From Any Responsibility For Consequential Damages And Losses (Other Than For Personal Injury) Which May Arise From Or Out Of Any And All Structural Failures And From Or Out Of Any And All Breaches Of Any Warranty.

Except As Expressly Set Forth Herein, Owner Acknowledges That Owner Has Purchased The Property "As-Is", Without Any Warranty Or Representation Of Any Kind, Express Or Implied, Including By Way Of Illustration And Not Limitation, Implied Warranties Of Merchantability, Habitability, Workmanship Or Fitness For A Particular Purpose. Warrantor Neither Assumes Nor Authorizes Any Person To Assume For Warrantor Any Other Liability In Connection With The Sale Or Use Of The Property (Including The Purchased Home) And There Are No Agreements Or Warranties, Either Oral Or Written, Collateral To Or Affecting This Agreement Or The Purchased Home.

II. Express Waiver Of Implied Warranty Of Habitability.

Illinois law provides that every contract for the construction of a new home, as here, carries with it a warranty that, when completed, the home will be free of latent defects and will be reasonably suited for its intended use as a home. The law further provides that this Implied Warranty of Habitability does not have to be in writing to be a part of the contract and it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but also any defect in workmanship which may not easily be seen or discovered upon an inspection or viewing of the property by Owner. Illinois law, however, also provides that a seller-builder and a purchaser may agree in writing, as here, that this Implied Warranty of Habitability is not included as a part of their particular contract.

The limited warranty provided for in this paragraph covers some, but not all, of the matters covered by the Implied Warranty of Habitability. The limited warranty provided hereunder may cover matters which are not covered by the Implied Warranty of Habitability. The Limited Warranty provided hereunder may, and likely will, be different, in a number of respects, from the protection afforded to a purchaser by the Implied Warranty of Habitability. Owner agrees that in consideration for Warrantor agreeing to provide Owner with the Limited Warranty provided hereunder, Owner will accept such limited warranty as a substitute for the Implied Warranty of Habitability described herein.

Seller Hereby Disclaims, And Purchaser Hereby Knowingly, Voluntarily, Fully And Forever Waives The Implied Warranty Of Habitability Described Herein And Any And All Other Warranties, Express Or Implied. Owner Hereby Acknowledges, Understands And Agrees That As A Result Of Such Disclaimer And Waiver, The Implied Warranty Of Habitability Is Not A Part Of This Limited Warranty And That If A Dispute Arises With Warrantor And The Dispute Results In A Lawsuit, Owner, As A Result Of Such Waiver And Disclaimer, Will Not Be Able To Rely On The Implied Warranty Of Habitability As A Basis For Suing Warrantor Or

As The Basis Of A Defense If Seller Sues Owner. Owner May, However, Rely On The Express Written Limited Warranties Contained In The Limited Warranty Provided Under This Agreement. I (We), As Owner, Have Read And Understand This Paragraph And I (We) Have Had An Opportunity To Seek Professional Advice Concerning Its Contents And Legal Implications, And After Doing So, Knowingly Agree To Its Terms And The Waiver-Disclaimer Of The Implied Warranty Of Habitability And The Waiver And Exclusion Of All Warranties, Express Or Implied, Other Than The Limited Warranty Provided Herein.

_____ (Owner's Initials) _____ (Owner's Initials)

Capitalized terms used but not defined herein, which are defined in the Contract shall have the same meaning herein as in the Contract.

This Limited Warranty Is In Lieu Of All Other Warranties Of Warrantor, Either Express Or Which May Be Implied By Law, Including All Warranties Of Habitability, Merchantability And Fitness For A Particular Purpose, All Of Which Are Excluded. This Warranty Does Not Extend To Incidental Or Consequential Damages.

Accepted, Approved and Agreed to:

Name: _____

Name: _____

III. Limited Warranty Basic Terms And Conditions.

To Whom Given. This Limited Warranty is extended solely to Owner and shall not extend to any successors or assigns or future owner of the Property.

Coverage.

For one (1) year, beginning on the Warranty Commencement Date set forth on page 1 (the "Warranty Period"), Warrantor warrants that the Mechanical Systems will be free from defects due to faulty materials or workmanship and that Warrantor will remove, replace, repair, and make good, free of charge to Owner, all defects in materials or workmanship which appear within the Warranty Period and which are the fault of any subcontractor of Warrantor relating to the installation and performance of the Mechanical Systems, subject to the exclusions, limitations and provisions of this Limited Warranty. No representative of Warrantor has the authority to expand the scope of or extend the duration of this Limited Warranty or to make contracts with respect hereto.

For one (1) year, beginning on the Warranty Commencement Date set forth on page 1 (the "Warranty Period"), Warrantor warrants that the Property will be free from latent defects due to faulty materials or workmanship, with respect to the structural components which includes only the roof, foundation, exterior and supporting walls, subject to the exclusions, limitations and provisions of this Limited Warranty. No representative of Warrantor has the authority to expand the scope of or extend the duration of this Limited Warranty or to make contracts with respect hereto.

"Faulty materials or workmanship" are materials or workmanship, which are not in compliance with the applicable building codes regulating construction in Chicago, Illinois as of the date of issuance of the applicable building permits. Inspection by the governmental authority with jurisdiction will provide evidence of compliance. For purposes of this Limited Warranty, "latent defects" are only those defects which are not apparent at the time of the preparation of the Inspection Report but which become apparent and of which Warrantor is notified in writing before the expiration of the Warranty Period.

Warrantor's Performance. If a defect or latent defect occurs in an item which is covered by this Limited Warranty, Warrantor will repair or replace the defective item. Steps taken by Warrantor to correct defects shall not act to extend the terms or duration of this Limited Warranty. Warrantor shall not be obligated to remedy any defects which are covered by this Limited Warranty unless Owner notifies Warrantor in writing of the defect before the expiration of the Warranty Period. Warrantor's obligations under this Limited Warranty are limited to repair or replacement of defective items.

Insurance. In the event Warrantor repairs or replaces any defect covered by this Limited Warranty for which Owner is covered by insurance, upon request by Warrantor, Owner shall assign the proceeds of such insurance to Warrantor to the extent of the cost to Warrantor of such repair or replacement.

IV. Exclusions.

In addition to other items specifically excluded hereunder, the following are not covered by this Limited Warranty:

1. Any work included in a separate contract existing between Owner and a particular contractor, subcontractor, architect or engineer covering any phase of construction. Warrantor has no responsibility for enforcing any warranty provided under or in connection with such separate contract. Any items of construction performed by persons other than Warrantor, or its employees, agents or subcontractors, and any items of construction performed by Warrantor which are damaged or otherwise adversely affected by any acts of or work performed by persons other than Warrantor shall not be covered by this Limited Warranty.

2. Any damage caused by or the result of improper care, improper maintenance or the improper use of floor products including, but not limited to, damage to hardwood, natural stone, vinyl resilient tile, sheet products or carpet caused by the failure to use recommended floor protectors, furniture rests and cleaners, use of improper rolling casters under furniture and appliances, abuse or accidents, including but not limited to burns, cuts, scratches, scuffs, and indentations due to shoes or other hard items, any stains from carpet dyes, or damage caused by the presence of excessive moisture or alkaline substances. This Limited Warranty does not cover any difference between the color of samples or printed illustrations and the color of the actual flooring, or any loss of gloss resulting from normal usage.

3. Damage Caused By Condensation. Condensation can occur whenever warm and moist air comes in contact with a cold dense surface such as window and door glass and

frames. Interior moisture is generated through any number of ways including cooking, showering, drying clothes, or by setting a humidifier too high. Since condensation is influenced by the regulation of interior moisture levels by the Owner, its control or damage resulting therefrom is not warranted.

4. Any damage caused by the failure to use or the improper use of a humidifier or dehumidifier. A humidifier that meets or exceeds local building code requirements has been installed as part of the heating system. It is not designed, nor is it warranted, to provide a constant and consistent source of humidity and, therefore, the Owner may be required to provide supplemental humidity to meet personal levels of comfort. Warrantor does not guarantee the adequacy of humidity levels beyond that required by the local building code.

5. Appliances, equipment, personal property, fixtures (including such items as oven, range, dishwasher, disposal) and consumer products (as that term may be defined under applicable federal, state and local laws, or their implementing regulations) installed or contained in the Property are not covered by this Limited Warranty or any other warranty from Warrantor and Warrantor hereby specifically disclaims and excludes any express or implied warranties of any nature, including any implied warranty of merchantability or fitness for a particular purpose, with respect to such items. Such items are frequently covered by the manufacturer's specific warranty, and such warranties, if any, may be assigned and delivered to Owner at Closing. Warrantor is not a warrantor under and does not adopt such manufacturer's warranties. In the event of defects in such items, Owner should contact the manufacturer directly. Warrantor is not responsible for the performance of any manufacturer under such manufacturer's warranty.

6. Any bodily injury, any damage to personal property, and any damage to real property which is not part of the Property. Any damage to real property which is part of the Property is also excluded, except to the extent of the repair or replacement of the defective item.

7. Any defects in, or caused by, materials, work, designs or plans supplied by anyone other than Warrantor, or its employees, agents or subcontractors.

8. Damage caused by acts of unauthorized third parties, including vandalism, negligence, failure to properly maintain and service in accordance with installer's specifications, or if none, then those of the Owner, if any; or improper operation by anyone other than the Owner or its employees, agents or subcontractors.

9. Acts of God and accidents, including but not limited to fire, explosion, smoke, water escape, windstorm, hail, lightning, flood and earthquake.

10. Nail and screw "pops", routine settling and drywall cracks, paint touch-ups, and ordinary maintenance and repairs.

11. Normal wear and tear or normal deterioration.

V. How To Make A Limited Warranty Claim.

Submission Of Claims To Warrantor. If you have a claim under this Limited Warranty, you must send a clear and specific written claim in the manner set forth below to Warrantor on that item prior to the expiration of the Warranty Period.

VI. Miscellaneous.

Independence From Contract. This Limited Warranty is independent of the Contract. Nothing contained in the Contract or any other contract between Owner and Warrantor can modify the provisions of this Limited Warranty.

Notices. All notices or claims to Warrantor or to Owner must be sent by mail, postage prepaid, certified mail, return receipt requested to the recipient at the address shown on page 1 of this Limited Warranty or to whatever other address the recipient may designate in writing.

General Provisions. Should any provision of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Limited Warranty is binding upon Owner and Warrantor, and their respective heirs, executors, administrators, successors, and assigns. Use of one gender in this Limited Warranty includes all other genders; and use of the plural includes the singular, all as may be appropriate. This Limited Warranty is to be covered by and construed in accordance with the internal laws of the State of Illinois.

Amendments. This Limited Warranty cannot be changed or altered in any way, except by express written agreement signed by all parties hereto.

Owner(s):

Name: _____

Dated: _____, 20 ____.

Warrantor:

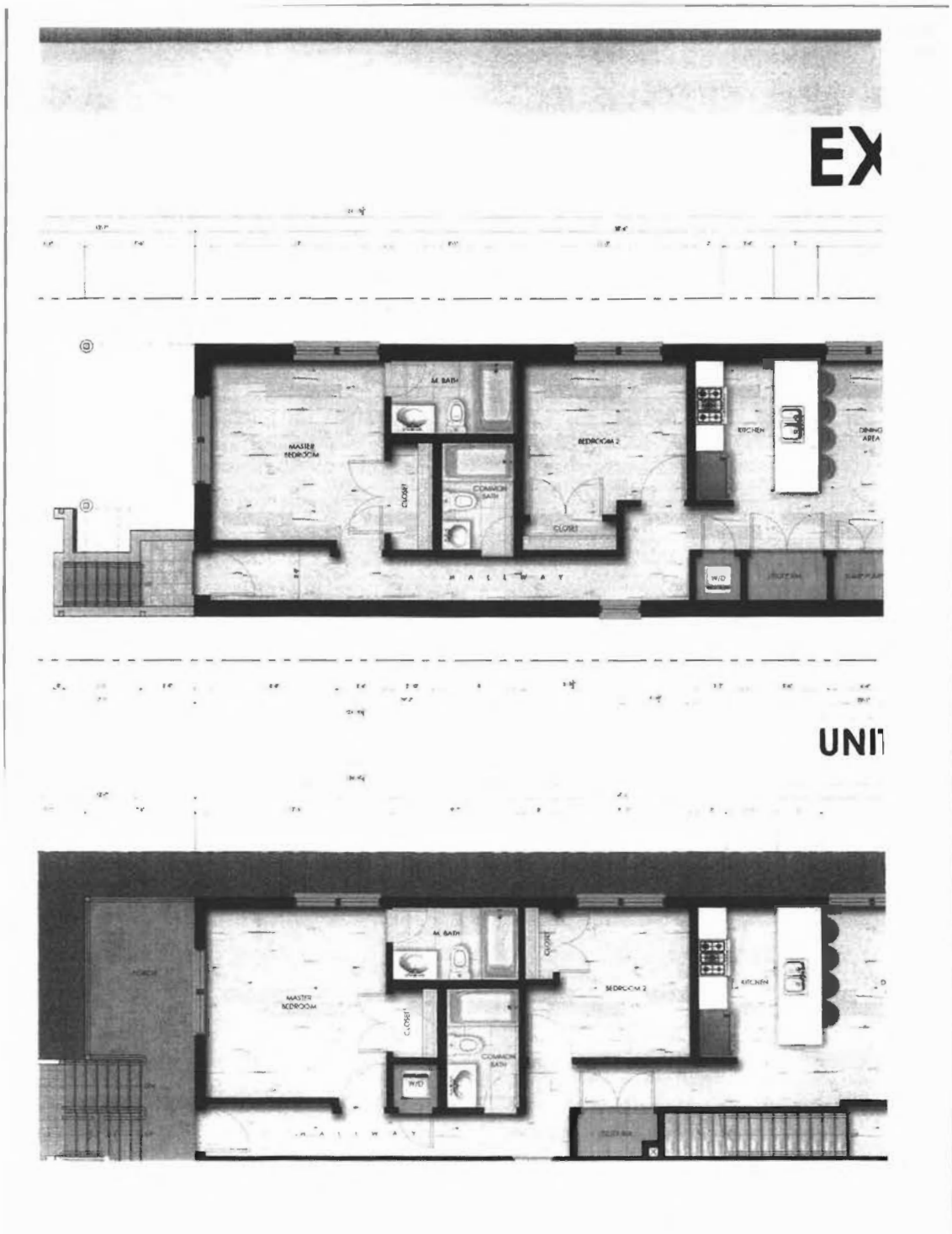
_____, an Illinois _____

By: _____

Dated: _____, 20 ____.

*Exhibit "D".*
(To Ordinance)

*Drawings.*



SALE OF VACANT CITY-OWNED PROPERTIES AT 3401, 3407, 4401 W. HARRISON ST. AND LOTS COMMONLY KNOWN AS 610 S. HOMAN AVE. TO HOMAN GATEWAY LLC UNDER CHIBLOCKBUILDER PLATFORM FOR CONSTRUCTION OF PUBLIC PLAZA IN WEST GARFIELD PARK COMMUNITY AREA.

[O2025-0017595]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant City-owned properties at 3401, 3407, and 4401 West Harrison Street and lots commonly known as 610 South Homan Avenue to Homan Gateway LLC under Open Space ChiBlockBuilder platform for construction of public plaza in West Garfield Park Community Area (24th Ward) (O2025-0017595), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government 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 land located at 3401, 3407 and 4401 West Harrison Street and 610 South Homan Avenue, Chicago, Illinois, 60624, which is located in the West Garfield Park Community Area and is legally described on Exhibit A attached hereto (the "City Land"); and

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

WHEREAS, The combined market value of the parcels comprising the City Land based on a market valuation dated April 25, 2025, is $35,751 ("Market Value"); and

WHEREAS, Homan Gateway LLC, an Illinois limited liability company ("Grantee"), has offered to purchase the City Land from the City for construction of a public plaza, as depicted on Exhibit B attached hereto (the "Development"); and

WHEREAS, Due to the public benefits that are being provided by Grantee's Development, the Department has agreed to sell the City Land at 10 percent of the Market Value, resulting in a purchase price of $3,575 (the "Purchase Price"); and

WHEREAS, Public notices advertising the Department's intent to sell the City Land to Grantee and requesting alternative proposals appeared on the City's ChiBlockBuilder website from April 1, 2025 to May 16, 2025, and in the *Chicago Tribune* on April 1, April 8, April 15 and April 29, 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 are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the City Land to Grantee or a 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 the Deputy City Clerk is authorized to attest, a quitclaim deed in substantially the form attached hereto as Exhibit C ("Deed") conveying the City Land 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 Land 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.

[Exhibit "B" referred to in this ordinance printed on page 29567 of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Land.*

(Subject To Final Survey And Title Commitment)

City Lot 1.

Lots 1 and 2 in Block 8 (except the south 8.78 feet thereof taken for the right-of-way of the Chicago Transit Authority) in George K. Schoenberger's Subdivision of the west

three quarters of the north 40 rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3401 West Harrison Street
Chicago, Illinois 60624.

Permanent Index Number:

16-14-401-018-0000.

Ward/Community Area:

24/West Garfield Park.

TIF Area:

Midwest.

Size/Zoning:

5,610 square feet/M1-3.

Market Value ("as is"):

$16,830.

Purchase Price (10 percent of Value):

$1,683.

City Lot 2.

The south 8.78 feet of Lot 12 in Sherman T. Cooper's Subdivision of Lots 3 to 17 and Lots 27 to 34 and 38 to 41 in Block 8 in George K. Schoenberger's Subdivision of the west three quarters of the north 40 rods of the southeast quarter of

Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

3407 West Harrison Street
Chicago, Illinois 60624.

Permanent Index Number:

16-14-500-029-0000.

Ward/Community Area:

24/West Garfield Park.

TIF Area:

Midwest.

Size/Zoning:

254 square feet/M1-3.

Market Value ("as is"):

$762.

Purchase Price (10 percent of Value):

$76.

City Lot 3.

Lots 11 and 12 (except the north 20 feet of Lot 12 and except the north 40 feet of Lot 11 and except the south 8.78 feet thereof taken for the right-of-way of the Chicago Transit Authority) in Sherman Cooper's Subdivision of Lots 3 through 17, inclusive,

Lots 27 through 34, inclusive, and Lots 38 through 41, inclusive, all in Block 8 in George K. Schoenberger's Subdivision of the west three quarters of the north 40 rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4401 West Harrison Street
Chicago, Illinois 60624.

Permanent Index Number:

16-14-401-060-0000.

Ward/Community Area:

24/West Garfield Park.

TIF Area:

Midwest.

Size/Zoning:

5,664 square feet/M1-3.

Market Value ("as is"):

$16,992.

Purchase Price (10 percent of Value):

$1,699.

City Lot 4.

The south 8.78 feet of Lot 2 in Block 8 in George K. Schoenberger's Subdivision of the west three quarters of the north 40 rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

610 South Homan Avenue
Chicago, Illinois 60624.

Permanent Index Number:

16-14-401-041-0000.

Ward/Community Area:

24/West Garfield Park.

TIF Area:

Midwest.

Size/Zoning:

203 square feet/M1-3.

Market Value ("as is"):

$609.

Purchase Price (10 percent of Value):

$61.

City Lot 5.

The south 8.78 feet of Lot 1 in Block 8 in George K. Schoenberger's Subdivision of the west three quarters of the north 40 rods of the southeast quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

610 South Homan Avenue
Chicago, Illinois 60624.

Permanent Index Number:

16-14-401-042-0000.

Ward/Community Area:

24/West Garfield Park.

TIF Area:

Midwest.

Size/Zoning:

186 square feet/M1-3.

Market Value ("as is"):

$558.

Purchase Price (10 percent of Value):

$56.

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

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 $3,575, 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* for such date at pages ___ through ___, to Homan Gateway LLC, an Illinois limited liability company ("Grantee"), which has a business address of 333 South Wabash Avenue, Suite 2800, Chicago, Illinois 60604.

Without limiting the quitclaim nature of this deed, this conveyance is subject to the following: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants, restrictions and liens 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 Grantee's agents.

In addition, this conveyance is expressly subject to the following Covenants, Restrictions, 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, transferees, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Build Project; Restriction On Conveyance. Grantee shall: (a) develop the Property with a public plaza in accordance with Grantee's project proposal submitted to the Department of Planning and Development (the "Department"), subject to modifications approved by the Department (the "Project") within twelve months of the date of this deed, provided that any plantings may be delayed for an additional six months if consistent with good landscaping practices; (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. 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 Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the Property and revest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such revesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this deed.

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, 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.

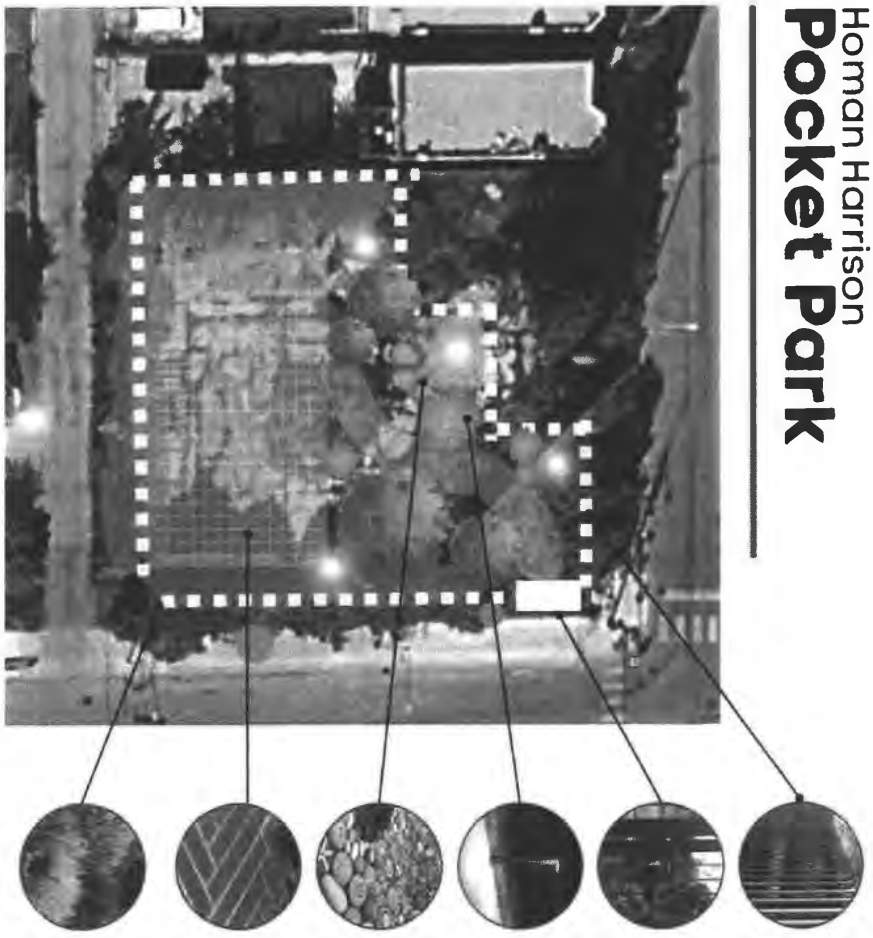
_____
Notary Public

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).

[(Sub) Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 29558 through 29563 of this *Journal.*]

*Exhibit "B".*
(To Ordinance)

*Depiction Of Public Plaza.*



SALE OF VACANT CITY-OWNED PROPERTY AT 1421, 1433, 1435, 1437, 1443 S. TRUMBULL AVE., 1442 S. HOMAN AVE., 1551 S. HOMAN AVE., AND 3357 W. DOUGLAS BLVD. TO CITIZENS BUILDING A BETTER COMMUNITY UNDER CHIBLOCKBUILDER MISSING MIDDLE INFILL HOUSING INITIATIVE PILOT PROGRAM FOR CONSTRUCTION OF RESIDENTIAL BUILDINGS.

[O2025-0017597]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant City-owned property at 1421, 1433, 1435, 1437, 1443 South Trumbull Avenue, 1442 South Homan Avenue, 1551 South Homan Avenue and 3357 West Douglas Boulevard to Citizens Building a Better Community under ChiBlockBuilder Missing Middle Infill Housing Initiative pilot program for construction of residential buildings (24th Ward) (O2025-0017597), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government 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, In an effort to reach potential buyers and create a 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 market values and online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, The Department established the Missing Middle Infill Housing Initiative (the "Initiative") to address neighborhood disinvestment and repopulate underbuilt areas by facilitating new home construction on vacant, City-owned lots in communities like North Lawndale; and

WHEREAS, The Initiative is currently in its pilot phase and is offering forty-four (44) vacant lots in six (6) clusters in North Lawndale for One Dollar ($1.00) per tax parcel (the "Purchase Price") to qualified developers for the construction of one-to-six-unit residential buildings, with completed buildings to be sold to owner-occupants, in furtherance of restoring neighborhood density, expanding homeownership, and supporting community revitalization efforts; and

WHEREAS, Under the Initiative, the City may provide up to $150,000 per housing unit for site preparation and construction costs; and

WHEREAS, As part of the Initiative, the Department issued a Request for Applications ("RFA") through ChiBlockBuilder for each of the three clusters, including the cluster of properties legally described on Exhibit A attached hereto (each, a "City Lot" and collectively, the "City Lots"); 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 and November 6 and 13, 2024; and

WHEREAS, The Department evaluated the applications for the City Lots based on the applicant's development experience, clarity and feasibility of project plans and designs, practicality of project timeline, budget detail, proof of funding, the anticipated economic impact of the project, the proposed density of the project, and community engagement; and

WHEREAS, The Department selected Citizens Building a Better Community, an Illinois Limited Liability Company ("Buyer"), for the sale of the City Lots for the construction of eight (8) two-unit residential buildings with a total of sixteen (16) dwelling units (the "Project") as described in Exhibit A and depicted in the drawings attached hereto as Exhibit D; and

WHEREAS, The other applications for the City Lots ("Proposals") are summarized on Exhibit B attached hereto; and

WHEREAS, The RFA stated, in part, that selected developers must sell the buildings they construct to owner-occupants upon project completion and comply with the Affordable Requirements Ordinance, Section 2-44-085 of the Municipal Code, if applicable; and

WHEREAS, Subsequent to its receipt and evaluation of the Proposals, the Department determined that it was in the best interests of the City to: (i) permit temporary leases of buildings or units in buildings if, following a good faith effort, developers are unable to find buyers, in order to provide a stream of income to developers pending sale and to protect the homes from vandalism; and (ii) waive the application of the Affordable Requirements Ordinance, if applicable to a project, in order to further the objectives of the Initiative; in particular, to encourage market-rate homeownership and investment; and

WHEREAS, The City finds it is in its best interest to modify the terms of the Initiative as described in (i) and (ii) in the foregoing recital and sell the City Lots 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 "Developer"); and

WHEREAS, The Department retained the services of CBRE Group, Inc. ("CBRE") to provide market value assessments of available City-owned properties based on comparable sales, and these market value assessments are posted on ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; and

WHEREAS, The combined market value of the City Lots as of May 2025 as determined by CBRE is $116,802; and

WHEREAS, The Developer applied for a grant for the construction of the Project from the City's Housing and Economic Development bond and received a conditional commitment from the Department in the amount of $2,400,000.00; and

WHEREAS, As a condition of grant funding, the Developer will be required to enter into a redevelopment agreement with the Department including such terms and conditions as the Department may require (the "Redevelopment Agreement"); now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of the City Lots for the Purchase Price in their "as is" condition to the Developer. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer in substantially the form attached hereto as Exhibit E. If The Developer fails to close on the Redevelopment Agreement within ten (10) 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, extends the closing date. The Developer 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 or deeds (each, a "Deed") conveying the City Lots to the Developer, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement and herein. 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 and the Redevelopment Agreement. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including provisions related to indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title to the City Lots or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. This Project will be issued a waiver from Chapter 16-18 of the Municipal Code, the Open Space Impact Fee Ordinance, pursuant to Section 16-18-070, Individualized Assessment of Impact.

SECTION 6. The Affordable Requirements Ordinance, Section 2-44-085 of the Municipal Code, shall not apply to this Project.

SECTION 7. Upon completion of any building in the Project, if the Developer is unable to sell the building (or any unit in the building if the units are being sold as condominiums) to an owner-occupant after making a good faith effort, as reasonably determined by the Department, the Developer may lease the building or any units in it for up to one (1) year, subject to extension for good cause with Commissioner approval, provided the Developer has received written consent from the Department.

SECTION 8. 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 9. This ordinance shall take effect upon its passage and approval.

[Exhibit D referred to in this ordinance printed on pages 29635 through 29642 of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Lots And Project.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

Ward/Community Area:

24/North Lawndale.

TIF Area:

Midwest.

Size/Zoning:

26,598 square feet/RT4.

Project Description:

The Developer is redeveloping 8 City-owned parcels in the North Lawndale Community Area with 8 residential buildings to include a total of 16 dwelling units. The building types will include 2 units per building consisting of an owner's unit which will be a two-story unit approximately 2,000 square feet with 3 bedrooms and 2.5 bathrooms along with a garden unit, to be rented, which will be approximately 1,000 square feet and consist of 2 bedrooms and two bathrooms. The project will be constructed in one phase of eight buildings. Taken as a whole, those improvements constitute the redevelopment project.

| Address | PIN | Size | Market Valuation |
|---|---|---|---|
| 1421 South Trumbull Avenue | 16-23-217-005-0000 | 3,120 square feet | $15,600 |
| 1433 South Trumbull Avenue | 16-23-217-009-0000 | 3,119 square feet | $18,714 |
| 1435 South Trumbull Avenue | 16-23-217-010-0000 | 3,121 square feet | $12,485 |
| 1437 South Trumbull Avenue | 16-23-217-011-0000 | 3,119 square feet | $12,474 |
| 1443 South Trumbull Avenue | 16-23-217-013-0000 | 3,742 square feet | $18,710 |
| 1442 South Homan Avenue | 16-23-217-024-0000 | 3,137 square feet | $18,819 |
| 1551 South Homan Avenue | 16-23-226-019-0000 | 3,120 square feet | $10,000 |
| 3357 West Douglas Boulevard | 16-23-218-001-0000 | 4,120 square feet | $10,000 |

Lot 1.

Legal Description:

The south half of Lot 19 in Block 1 in Grant's Addition to Chicago, being the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1421 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-217-005-0000.

Lot 2.

Legal Description:

Lot 1 in Silverman and Rubenstein Resubdivision of Lots 13 and 14 in Block 1 in Grant's Addition to Chicago being a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1443 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-217-013-0000.

Lot 3.

Legal Description:

The south half of Lot 16 in Block 1 in Grant's Addition to Chicago, being the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1435 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-217-010-0000.

Lot 4.

Legal Description:

The north half of Lot 15 in Block 1 in Grant's Addition to Chicago, being the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1437 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-217-011-0000.

Lot 5.

Legal Description:

Lot 1 in Silverman and Rubenstein Resubdivision of Lots 13 and 14 in Block 1 in Grant's Addition to Chicago, being a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, lying East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1443 South Trumbull Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-217-013-0000.

Lot 6.

Legal Description:

The north half of Lot 11 in Block 1 in Grant's Addition to Chicago, said addition being a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1442 South Homan Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-217-024-0000.

Lot 7.

Legal Description:

Lot 28 in Block 3 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

1551 South Homan Avenue
Chicago, Illinois 60623.

Permanent Index Number:

16-23-226-019-0000.

Lot 8.

Legal Description:

Lot 10 in Sub-block 2 of Block 5 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3357 West Douglas Boulevard
Chicago, Illinois 60623.

Permanent Index Number:

16-23-218-001-0000.

*Exhibit "B".*
(To Ordinance)

*Competing Proposals.*

| Applicant | Status | Decision |
|---|---|---|
| Citizens Building a Better Community | Selected | Experienced development team that has successfully completed similar projects on the West Side. The designs are of good quality and match the surrounding character. |
| Applicant Number 5 | Not selected | Strong application in terms of financing and design. Would like to see more evidence of completed projects from the team. |
| Applicant Number 6 | Not selected | Proposing a two-flat concept that would allow for conversion to single-family. Units are small and basic. Facades are poorly designed and buildings would not fit in with existing stock. |
| Applicant Number 8 | Not selected | Unrealistically low development costs. Budget information may not reflect all units proposed. Architect is not self-certified with the Department of Buildings. |
| Applicant Number 11 | Not selected | Proposed development of 2-flats. The concept design is from a different architect and the budget does not add up. |
| Applicant Number 35 | Not selected | Incomplete application and only applied for 6/8 units in the cluster. |
| Applicant Number 40 | Not selected | Budget is too low, unrealistic. Proposal could not be built under the zoning code. |

| Applicant | Status | Decision |
|---|---|---|
| Applicant Number 46 | Not selected | Budget is unrealistic, applicant is not qualified. |
| Applicant Number 47 | Not selected | Architect is not self-certified by the Department of Buildings. Project partners do not appear to be legitimate. Budget only provided per unit and is the same across all applications. There isn't a plan for the types of buildings that would be developed, specific to the sites. The units per parcel are not consistent with zoning. |

*Exhibit "C".*
(To Ordinance)

*Form Of Deed.*

*Quitclaim Deed.*
(Vacant Land)

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 ("Grantor"), for the consideration of _____ Dollars ($_____), conveys and quitclaims to _____, an Illinois company, whose offices are located at _____ ("Grantee"), all interest and title of Grantor in the real property legally described and identified on (Sub)Exhibit A attached hereto ("Property"), pursuant to an ordinance adopted by the City Council of the City of Chicago on _____, 20___, and published at pages _____ through _____ in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date (the "Project Ordinance").

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) easements, encroachments, covenants, restrictions and liens of record and not shown of record; (d) such other title defects as may exist; and any and all exceptions caused by the acts of the Grantee or its agents. This conveyance is also subject to the following conditions and covenants, which are a part of the consideration for the Property and which are to be taken and construed as running with the land and binding on Grantee and Grantee's successors and assigns. Except as otherwise defined herein, all capitalized words shall have the meanings given to such words in that certain Redevelopment Agreement between Grantor and Grantee dated _____, 20___, and recorded on even date herewith (the "Agreement").

First: Grantee shall commence construction of the Project within ___ months after the date of this deed, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) in accordance with the terms of the Agreement; provided, however, Grantor's Department of Planning and Development or any successor department thereto (the "Department"), in its reasonable discretion, may extend the construction commencement and completion dates.

Second: Grantee may not directly or indirectly sell, transfer, convey or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity, nor may Grantee directly or indirectly assign the Agreement, nor may any principal party of Grantee (e.g., a general partner, member, manager or shareholder) sell, transfer or assign any of its interest in Grantee to anyone other than another principal party, without in each case obtaining the prior written consent of the Department, which consent shall be in the Department's sole discretion.

Third: Grantee may not, without the prior written consent of the Department, which consent shall be in the Department's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for any Lender Financing approved pursuant to Section 4 of the Agreement, which shall be limited to funds necessary to construct the Project.

Fourth: Grantee shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

Fifth: Grantee, on behalf of itself and its affiliates, and the respective officers, directors, employees, agents, successors and assigns of Grantee and its affiliates, shall release, relinquish and forever discharge Granter from and against any and all Losses arising out of or in any way connected with, directly or indirectly, the environmental matters defined as Released Claims in Section 9.05 of the Agreement, in accordance with the terms and conditions of Section 9.05 of the Agreement.

The covenants numbered First, Second, and Third shall terminate on the date Grantor issues the Certificate of Completion for the Project. The covenants numbered Fourth and Fifth shall have no limitation as to time.

If Grantee fails to comply with any of the foregoing covenants and conditions, Grantor may terminate the Agreement and pursue and secure any available remedy against Grantee in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, or the specific performance of the agreements contained herein.

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

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).

[(Sub) Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on pages 29572 through 29577 of this *Journal.*]

*Exhibit "E".*
(To Ordinance)

*Citizens Building A Better Community Redevelopment Agreement.*

This Citizens Building A Better Community 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 | Definition |
|---|---|
| Agreement Date (preamble) | __/__/2025 |
| Developer (preamble) | Citizens Building a Better Community, an Illinois limited liability company |
| Project (Recitals) | The Developer is redeveloping 8 City-owned parcels in the North Lawndale Community Area with 8 residential buildings to include a total of 16 dwelling units. The building types will include 2 units per building consisting of an owner's unit which will be a two-story unit approximately 2,000 square feet with 3 bedrooms and 2.5 bathrooms along with a garden unit, to be rented, which will be approximately 1,000 sq ft and consist of 2 bedrooms and two bathrooms. The project will be constructed in one phase of eight buildings. Taken as a whole, those improvements constitute the redevelopment project. |
| Property | See Exhibit A for Legal Description |
| City Funds (Recitals) | Check applicable box:<br><br>___ **GO Bonds and/or Corporate Funds.** "City Funds" shall mean Corporate Funds and/or the proceeds of GO Bonds defined below: pursuant to an ordinance passed by the City Council on April 19, 2024 and published in the Journal for such date at pages 11493 through 11568, inclusive (the "HED Bond Ordinance"), the City indicated its intention to issue bonds (the "GO Bonds") with the expectation that the proceeds of the GO Bonds, when issued, will reimburse the Corporate Funds used for the purposes identified by the HED Bond Ordinance (the "Purposes").<br><br>___ **STSC Bonds and/or Corporate Funds.** "City Funds" shall mean Corporate Funds and/or the proceeds of STSC Bonds defined below: pursuant to the HED Bond Ordinance, the City authorized the Sales Tax Securitization Corporation ("STSC") to issue bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds, when issued, will reimburse the Corporate Funds used for the Purposes. |
| Commencement Date (3.01) | __/__/2025 |
| Estimated Project Cost (4.01) | $5,924,008 |
| City Grant (Definitions) | $2,400,000 |

<table>
<tr><td>Total Funding Sources (4.01)</td><td>
<table>
<tr><th>Total Funding Sources</th><th>Amount</th></tr>
<tr><td>Equity</td><td>$164,008.00</td></tr>
<tr><td>Lender Financing</td><td>$3,360,000</td></tr>
<tr><td>City Grant</td><td>$2,400,000</td></tr>
<tr><td>TOTAL</td><td>$5,924,008</td></tr>
</table>
</td></tr>
<tr><td>Certificate Deadline (6.05)</td><td>__/__/2027</td></tr>
<tr><td>Permitted Liens (12)</td><td>[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</td></tr>
<tr><td>Notice Addresses (13.14)</td><td><u>If to the Developer</u>:<br>Citizens Building a Better Community LLC<br>5424 W. Madison Street<br>Chicago, Illinois<br><u>Attention</u>: [NAME OF CONTACT PERSON AT DEVELOPER]<br><br>with a copy to<br><br>[NAME OF DEVELOPER'S LAW FIRM]<br>[ADDRESS OF DEVELOPER'S LAW FIRM]<br><u>Attention</u>: [NAME OF DEVELOPER'S COUNSEL]<br><br><u>If to the City</u>:<br>City of Chicago, Department of Planning and Development<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br><u>Attention</u>: Commissioner<br><br>with a copy to<br><br>City of Chicago, Department of Law<br>121 North LaSalle Street, Room 600</td></tr>
</table>

| | |
|---|---|
| | Chicago, Illinois 60602<br>Attention: Finance and Economic Development Division |

**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.

Citizens Building a Better Community LLC

By:_____
Name:
Title:

CITY OF CHICAGO

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

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the [manager] of **[DEVELOPER]**, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 _____, 20__.

_____
Notary Public

My Commission Expires_____

STATE OF ILLINOIS )
) SS
COUNTY OF COOK )

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of the Department of Planning and Development (the "Commissioner") 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 the Commissioner signed, sealed, and delivered said instrument, pursuant to the authority given to the Commissioner by City, as the Commissioner's 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_____

**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. City Council Authority. The City Council of the City (the "City Council") has adopted one or more ordinances authorizing the use of City Funds to fund a portion of the costs of the Project and authorizing the Commissioner of DPD (the "Commissioner") to enter into this Agreement.

C. City Funds. The City agrees to use, in the amounts set forth in Section 4.02 and Section 4.05 hereof, City Funds to pay for or reimburse the Developer for the costs of Improvements (as defined below) pursuant to the terms and conditions of this Agreement.

D. Sale of Property. The City is the owner of the property legally described on Exhibit A attached hereto (the "Property"), consisting of eight (8) vacant lots (each, a "Lot") that the City desires to be redeveloped for housing and which the Developer intends to purchase from the City for the same purpose.

E. The Project. The Project is part of DPD's Missing Middle Infill Housing Initiative (the "Initiative"), which aims to combat neighborhood disinvestment by facilitating new home construction on vacant, City-owned lots. This initiative seeks to restore neighborhood density, expand home ownership opportunities, and support community revitalization in underbuilt communities.

F. City Council Authority for Sale. Pursuant to an ordinance adopted by City Council on [ ], 2025, and published at pages [ ] through [ ] in the Journal for such date, the City authorized the sale of the Property to the Developer for the Project.

G. Homes. Developer, subject to the terms of the Agreement, shall construct eight (8) of buildings (each building, a "Building") containing two (2) units each (each a "Unit", collectively the "Units") on the Lots, as more fully described on Exhibit A attached hereto;

H. Subsequent Sale to Home Buyers. Unless otherwise provided in Section 3.14, all the Buildings to be constructed by Developer pursuant to this Agreement must be developed and sold to homebuyers for a price not to exceed the amount provided in Section 3.14(b); and

J. Affordable Requirements Ordinance. The Department of Housing has determined that, due to market conditions, it is in the best interests of the City to waive the Affordable Requirements Ordinance, Chapter 2-44-085 of the Municipal Code, in order to further the objective of the Initiative; and

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties 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:

"2FM" shall mean the Department of Fleet and Facility Management or any successor City department.

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

"Bonds" shall mean (a) the GO Bonds if the definition of "City Funds" refers to GO Bonds and/or Corporate Funds and (b) STSC Bonds if the definition of "City Funds" refers to STSC Bonds and/or Corporate Funds.

"Building" shall have the meaning set forth in the Recitals hereof.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.06.

"City Council" shall have the meaning set forth in the Recitals hereof.

"City Funds" shall have the meaning set forth in the Recitals hereof.

"Closing" shall have the meaning set forth in Section 3.13(b).

"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.

"Commissioner" shall have the meaning set forth in the Recitals hereof.

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

"Corporation Counsel" shall mean the City's Department of Law.

"Developer Parties" shall mean the Developer, the Developer's affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's affiliates.

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

"Environmental Laws" shall mean any Laws which pertain to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C.

§ 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of Chicago; and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"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 Total Funding Sources.

"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.

"General Contractor" shall mean the general contractor(s) hired by Developer to complete the construction of the Project.

"Improvements" shall mean those improvements of the Project which (i) are eligible to be reimbursed using the proceeds of tax-exempt Bonds and (ii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the Improvements for the Project.

"Initiative" shall have the meaning set forth in the Recitals hereof.

"Journal" shall mean the Journal of the Proceedings of City Council.

"Laws" shall mean all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, orders, decrees, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees, injunctions or judgments.

"Lender 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 Total Funding Sources.

"Limited Review" shall have the meaning set forth in Section 9.02 hereof.

"Losses" shall mean any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, causes of action, suits, complaints, demands, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of

any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses, costs of investigation, and court costs).

"Lot(s)" shall have the meaning set forth in the Recitals 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 F hereof.

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

"Other Regulated Material" shall mean any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, or radon, or (b) is a hazard to the environment or to the health or safety of persons.

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

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

"Reconveyance Deed" shall have the meaning set forth in the Recitals hereof.

"Released Claims" shall have the meaning set forth in Section 9.05 hereof.

"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.

"Review Documents" shall have the meaning set forth in Section 9.02 hereof.

"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.

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

"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 City Grant.

"Tax-Exemption Default" shall have the meaning set forth in Section 11.01(i) hereof.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on 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.

"Unit(s)" shall have the meaning set forth in the Recitals hereof.

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

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

"WBE(s)" 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 acquisition and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and obtain the Certificate no later than the Certificate Deadline.

3.02 Project Budget; Total 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 Total

Funding Sources shall be sufficient to complete the Project, and (b) the Project Budget and Total 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 for the Project 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 Laws. 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. Upon the completion of the Project, 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.

3.13 Conveyance of City Property. The following provisions shall govern the City's conveyance of the City Property to the Developer:

(a) Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of One Dollar ($1.00) per Lot (the "Purchase Price"), for a total of $8.00, which will be paid by the Developer to the City at the Closing. For purposes of this Agreement, the market valuation for each Lot is listed on Exhibit A. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees, premiums, and closing costs. The Developer acknowledges and agrees that the City has only agreed to sell the Property to the Developer for the Purchase Price because Developer has agreed to execute this Agreement and comply with its terms and conditions.

(b) Closing. The closing of this transaction (the "Closing"), shall take place at the downtown offices of the Title Company. In no event shall the Closing occur unless the Developer has satisfied all conditions precedent set forth in Section 5, unless DPD, in its sole discretion, waives one or more of such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, an ALTA statement, a grantee-grantor statement, and any other documentation customarily required by the Title Company and provided by the City, but expressly excluding "gap" undertakings.

(c) Form of City Deed. The City shall convey each Lot to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(i) intentionally omitted.

(ii) the standard exceptions in an ALTA title insurance policy;

(iii) general real estate taxes and any special assessments or other taxes;

(iv) all easements, encroachments, covenants and restrictions of record and not shown of record;

(v) such other title defects as may exist; and

(vi) any and all exceptions caused by the acts of Developer, its Affiliates or its Agents.

(d) Recording. Developer shall pay to record the Deeds, this Agreement, and any other documents incident to the conveyance of the Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

(e) Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed for each Lot. The Developer acknowledges and agrees that the City shall have the right to record any Reconveyance Deed for any Lot and revest title to any Lot and all improvements thereon in the City in accordance with Section 11 hereof.

(f) Title Commitment and Insurance. Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation, and later date fees), and obtaining the Title Policy and any endorsements.

(g) Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If Developer elects not to terminate this Agreement as aforesaid, Developer shall be deemed to have accepted title subject to all exceptions.

(h) Survey. Developer shall obtain a Survey at the Developer's sole cost and expense and deliver a copy of the Survey to the City.

(i) "As Is" Sale. The Developer acknowledges that it has had an adequate opportunity to inspect the Property and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). The Developer acknowledges that it is relying solely upon its own inspection and other due diligence activities in deciding whether to acquire the Property, and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. The Developer acknowledges and agrees that the Property is being conveyed, and the Developer agrees to accept the property, in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, without any covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property (or any improvements thereon), its compliance with any Laws, or the suitability or merchantability of the Property for any purpose whatsoever. The Developer acknowledges and agrees that it is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

3.14. Conveyance of Building from Developer to Homebuyer. Developer acknowledges and affirms the goals of the City with regard to achieving the construction of affordable, new, high quality, owner-occupied or rental housing within the corporate boundaries of the City. Developer shall sell completed Buildings to owner/occupants ("Purchaser"). At least one of the Units in each Building must be owner occupied. Purchaser may then rent one unit to relatives, friends or the general public. Purchaser shall be required to execute and record at the time of the purchase of the Building or Unit, a recapture mortgage on the property for a period of five (5) years. All owner-

occupied Units must be the Purchaser's principal residence for five (5) consecutive years following the date of purchase.

Upon completion of any Building in the Project, if the Developer is unable to sell the Building (or any Unit in the Building if the Units are being sold as condominiums) to a Purchaser after making a good faith effort, as reasonably determined by DPD, the Developer may lease the Building or any Units in it for up to one (1) year, subject to extension for good cause with Commissioner approval, provided the Developer has received written consent from the DPD.

A. Intentionally Omitted

B. Sales Price. Developer affirmatively covenants that it shall sell and convey each Building for a price that shall not exceed $821,034.

C. Mortgage. Developer shall advise each initial Purchaser that such Purchaser shall be required to execute and record at the time of the purchase of the Building or Unit (and the Developer shall attach as an exhibit to the Purchaser's sales contract):

(i) a forgivable mortgage (Mortgage") in favor of the City in an amount of $50,000.

The Mortgage shall otherwise be in the form of Exhibit H to this Agreement, and shall also include the Purchaser's covenant to use the Unit as the Purchaser's principal residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment.

Developer acknowledges and agrees that Developer shall provide advance written notice to the City of any material revisions to the forms of Mortgage set forth in Exhibit H, respectively. Such material revisions are subject to the reasonable approval of DPD.

D. Warranties. At the closing for the conveyance of a Building from Developer to an initial homebuyer, Developer shall deliver to said homebuyer one or more warranties, in substantially the form attached hereto as Exhibit J, covering the following home systems and having a duration of one (1) year commencing with the closing date: HVAC, plumbing (interior and exterior) and electrical. Developer shall offer each homebuyer a [whole house], one-year warranty at a reasonable price.

## SECTION 4. PROJECT FINANCING

4.01 Estimated Project Cost and Sources of Funds. The cost of the Project is estimated to be $5,924,000, to be applied in the manner set forth in the Project Budget.

4.02 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of Improvements and allocated by the City for that purpose.

4.03 Uses of City Grant. City Grant funds may only be used to pay directly or reimburse Developer for costs of Improvements. Exhibit B sets forth, by line item, the Project Budget for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Grant

funds for each line item therein (subject to the conditions described in this Agreement), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as an Improvement.

4.04 Distribution of City Grant; Escrow Agreement. Subject to the conditions described in Section 4.02 and Section 4.03, the City shall disburse the Capital Grant in installments as described in the Escrow Agreement.

4.05 Intentionally omitted.

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of the City 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 the City Grant hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.08 Cost Overruns. If the aggregate cost of Improvements exceeds the City Grant 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.

4.09 Conditional Grant. The City Grant being provided hereunder is being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02.

## 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 pro forma title policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The pro forma 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 pro forma 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 Intentionally Omitted.

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).

5.12 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 11 below, if applicable.

**SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION**

6.01 Request for Certificate of Completion. 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 use reasonable 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 the final portion of the City Grant in connection with the Project, until (i) the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost. As described in Section 4.02, the City Grant will be reduced on a pro rata basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred Improvement costs in an equal amount to, or greater than, the City Grant;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Chicago Sustainable Development Policy;
- Evidence acceptable to DPD that the Units of the Project have been sold to a Qualified Household;
- Final Owner's Sworn Statement, with $0 outstanding balance;
- Final Contractor Sworn Statement, with $0 outstanding balance;
- Final lien waivers;
- All invoices and cancelled checks (front/back);
- Title Company disbursement reports (if applicable);
- Signed letter on the Architect's letterhead stating project completion according to the plans and specifications from the Agreement;
- Signed letter on Developer's letterhead, and a signed and notarized affidavit, stating project completion according to the plans and specifications from the Agreement;

- 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 F.

And (ii) no Event of Default exists.

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. Notwithstanding any provision of this Agreement to the contrary, in addition to any other provisions of this Agreement which by their terms survive the expiration of the Term of the Agreement, the following will survive until ten years after the Bonds, or any bonds that refinance the Bonds, have been fully paid and retired: (i) the duty to cooperate with and assist the City with the resolution of any governmental or other type of inquiry into or audit of the Bonds, or any bonds that refinance the Bonds, (ii) the duty to cooperate with and assist the City with any actions the City deems necessary in its sole discretion in the event of a Tax-Exemption Default, and (iii) Section 8, *Maintaining Records and Right to Inspect*.

The covenant specifically described at Section 7.02 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:

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

(b) the right to seek reimbursement of the previously disbursed City Grant 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 the City Grant hereunder that:

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

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

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

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

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

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

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

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

(i) Developer shall not do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, assign, 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; provided, however, that the foregoing notwithstanding, City consent shall not be required for a transfer through a quitclaim deed from the Developer to one of Developer's subsidiaries or

affiliates, or to an entity controlled by, under the control of, or under common control with the Developer.

(j) Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner, 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 Laws applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

7.03 Use of City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for Improvements as provided in this Agreement.

7.04 Intentionally Omitted.

7.05 Intentionally Omitted.

7.06 Jobs Reporting Requirement. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to report to DPD information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

7.07 Intentionally Omitted.

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

7.09 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, 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 project area, if any, in which the Property is located.

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 Agreement 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 Laws 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 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**

9.01 Intentionally Omitted.

9.02 2FM's Limited Review. The City, acting through 2FM, 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 each Lot. Developer acknowledges and agrees that Developer has previously received a summary of the Limited Review, and that the City has made all Review Documents available to Developer for inspection and copying upon request. Developer 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 2FM's

summary of its Limited Review. Developer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Lots. Developer acknowledges and agrees that the Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Lots, and that there may be other conditions, uses, and sources or types of contamination affecting the Lots. Developer 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 Lots. Further, Developer 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. Developer shall be deemed satisfied with the condition of the Lots upon the Developer's execution of this Agreement.

9.03 Discovery of Environmental Conditions. If the Developer encounters underground storage tanks ("USTs") during the development of the Project, the Developer shall remove and close the USTs in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175 and 35 Ill. Adm. Code Part 734 (if the UST is leaking). In addition, if the Developer discovers soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305, the Developer shall remove such soil or soil gas. Upon discovering these or any other environmental conditions, the Developer shall immediately notify 2FM and shall obtain 2FM's approval of (i) the scope of work of any investigation, remediation or removal activities prior to commencing such work, and (ii) following completion of any such investigation, remediation or removal activities, any reports or other documents demonstrating compliance with all applicable Laws, including Environmental Laws. If required by 2FM, the Developer shall enroll the Property or the applicable portion thereof in the Illinois Environmental Protection Agency's Site Remediation Program and take all necessary and proper steps to obtain a "No Further Remediation" letter approving the use of the Property for the construction, development, and operation of the Project. The Developer shall bear sole responsibility for all investigative and cleanup costs associated with the Property.

9.04 Ban on Use of Biosolids. No materials suspected of being impacted by per- and polyfluoroalkyl substances (PFAS), including biosolids, Exceptional Quality (EQ) biosolids, and soil or compost blended with biosolids, from any source, may be imported onto the Property for any purpose.

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

discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims. The Developer Parties waive their rights of contribution and subrogation against the Indemnified Parties.

9.06 Release Runs with the Land. The covenant of release in Section 9.05 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using, or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 9.05 contains a full, complete and final release of all such claims.

9.07 Survival. This Section 9 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

**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;

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

(i) Developer takes any action or omits to take any action that in any way adversely affects the tax-exempt status of the Bonds, under Section 103 of the Internal Revenue Code of 1986 and all applicable federal income tax regulations, all of the foregoing as determined by the City in its sole discretion (a "Tax-Exemption Default").

(j) the failure of Developer to secure the Certificate for the Project prior to the

Certificate Deadline;

11.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, may suspend disbursement of the City Grant, may seek reimbursement of the City Grant, and may exercise any remedy available to it at law or in equity, including the right to re-enter and take possession of the Property or any portion thereof, terminate the estate conveyed to the Developer, and revest title to the Property or any portion thereof in the City; provided, however, the City's foregoing right of reverter shall be limited by, and shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If a Reconveyance Deed is recorded by the Title Company, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property or the applicable portion thereof was owned by the Developer, and shall cause the release of all liens or encumbrances placed on the Property or the applicable portion thereof during the period of time such Property was owned by the Developer. The Developer will cooperate with the City and Title Company to ensure that if the Title Company records a Reconveyance Deed, such recording is effective for purposes of transferring title to the Property or any portion thereof to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the Property or the applicable portion thereof to the Developer and except for any mortgage authorized by this Agreement.

Notwithstanding the foregoing, if a Tax-Exemption Default has occurred and the City determines, in its sole discretion, that no cure is capable of correcting such default, the City may deliver an immediately effective notice of termination and Developer will promptly repay the City the full amount of the City Grant funds previously distributed to Developer and fully cooperate with the City in any actions it deems necessary as a result of the Tax-Exemption Default.

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.

**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.

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. Financial Interest. 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 "E", "G", "H" and "K" referred to in this Citizens Building A Better Community Redevelopment Agreement unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D" "F", "I" and "J" referred to in this Citizens Building A Better Community Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*
(To Citizens Building A Better Community Redevelopment Agreement)

*Legal Description Of Property.*

(Subject To Final Title Commitment And Survey)

Legal Description:

The south half of Lot 19 in Block 1 in Grant's Addition to Chicago, being the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1421 South Trumbull Avenue
Chicago, Illinois.

Property Identification Number (PIN):

16-23-217-005-0000.

Market Valuation:

$15,600.

Legal Description:

The north half of Lot 16 in Block 1 in Grant's Addition to Chicago, being the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1433 South Trumbull Avenue
Chicago, Illinois.

Property Identification Number (PIN):

16-23-217-009-0000.

Market Valuation:

$18,714.

Legal Description:

The south half of Lot 16 in Block 1 in Grant's Addition to Chicago, being the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1435 South Trumbull Avenue
Chicago, Illinois.

Property Identification Number (PIN):

16-23-217-010-0000.

Market Valuation:

$12,485.

Legal Description:

The north half of Lot 15 in Block 1 in Grant's Addition to Chicago, being the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1437 South Trumbull Avenue
Chicago, Illinois.

Property Identification Number (PIN):

16-23-217-011-0000.

Market Valuation:

$12,474.

Legal Description:

Lot 1 in Silverman and Rubenstein Resubdivision of Lots 13 and 14 in Block 1 in Grant's Addition to Chicago, being a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1443 South Trumbull Avenue
Chicago, Illinois.

Property Identification Number (PIN):

16-23-217-013-0000.

Market Valuation:

$18,710.

Legal Description:

The north half of Lot 11 in Block 1 in Grant's Addition to Chicago, said Addition being a subdivision of the southwest quarter of the northeast quarter of Section 23, Township 39.

Property Address:

1442 South Homan Avenue
Chicago, Illinois.

Property Identification Number (PIN):

16-23-217-024-0000.

Market Valuation:

$18,819.

Legal Description:

Lot 28 in Block 3 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1551 South Homan Avenue
Chicago, Illinois.

Property Identification Number (PIN):

16-23-226-019-0000.

Market Valuation:

$10,000.

Legal Description:

Lot 10 in Sub Block 2 of Block 5 in Prescott's Douglas Park Addition to Chicago in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

3357 West Douglas Boulevard
Chicago, Illinois.

Property Identification Number (PIN):

16-23-218-001-0000.

Market Valuation:

$10,000.

*(Sub)Exhibit "B".*
(To Citizens Building A Better Community Redevelopment Agreement)

*Project Budget And Eligible Cost.*

| Sources | Amount | Percent |
|---|---|---|
| Equity | $ 164,008.00 | 2.77% |
| Loans | $3,360,000.00 | 56.72% |
| DPD Financial Assistance | $2,400,000.00 | 40.51% |
| Other Funding | | |
| Total Sources: | $5,924,008.00 | |

| Uses | Amount | Percent |
|---|---|---|
| Acquisition | $ 8.00 | 0.00% |
| Site Prep | $ 24,000.00 | 0.41% |
| Hard Costs | $5,500,000.00 | 92.84% |
| Soft Costs | $ 400,000.00 | 6.75% |
| Total Uses: | $5,924,008.00 | |

*(Sub)Exhibit "C".*
(To Citizens Building A Better Community 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 for 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 Citizens Building A Better Community Redevelopment Agreement)

*Requisition Form.*

State of Illinois )
) SS.
County of Cook )

The affiant, [Name Of Developer], [Title] of [Development Company] (the "Developer"), hereby certifies that with respect the Redevelopment Agreement between Developer and the City of Chicago dated _____, _____ (the "Agreement"):

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

B. 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 Improvements for the Project reimbursed by the City to date:

$_____

D. Developer requests reimbursement for the following cost of improvements:

$_____

E. None of the costs referenced in paragraphs C and D 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 Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

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* Editor's Note: Lettering sequence error present in original document.

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

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

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20___.

_____
Notary Public

My commission expires: _____

*(Sub)Exhibit "F".*
(To Citizens Building A Better Community Redevelopment Agreement)

*Construction Compliance.*

Agreement With Contractors.

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

approval. (i) For the Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner (the "Competitive Bid Process").

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

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

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (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 that contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

i. At least 26 percent by MBEs; and

ii. At least 6 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a 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 (Sub)Exhibit F. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this (Sub)Exhibit F, 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.

*(Sub)Exhibit "I".*
(To Citizens Building A Better Community Redevelopment Agreement)

*Form Of Reconveyance Deed.*

The Grantor, _____, a(n) _____ whose offices are located at _____, Chicago, Illinois 606__, for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, conveys and warrants to the City of Chicago (the "City"), an Illinois municipal corporation in the County of Cook and State of Illinois, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602, the real estate situated in the County of Cook, in the State of Illinois, and described in (Sub)Exhibit One attached hereto (the "Property").

Grantor acknowledges that it has executed and delivered this deed simultaneously with, and as a condition precedent to the initial conveyance of the Property to Grantor, and that the deposit of this reconveyance Special Warranty Deed, and, if necessary, its subsequent recording, is a condition established pursuant to the terms and conditions of that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 20__, by and between the City and the Grantor and is a remedial right granted under such agreement.

To Have And To Hold the Property with each and all of the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the City and unto the City's successors and assigns forever, Grantor hereby covenanting that the Property is free and clear of any encumbrance done or suffered by Grantor; and that Grantor will warrant and defend the title to the Property unto the City and unto the City's successors and assigns forever, against the lawful claims and demands of all persons claiming by, under or through Grantor.

And Grantor, for itself, and its successors, does covenant, promise and agree, to and with the City, its successors and assigns, that it has not done or suffered to be done, anything whereby the Property hereby granted is, or may be, in any manner encumbered or charged, except as herein recited; and that the Property, against all persons lawfully claiming, or to claim the same, by, through or under it, it Will Warrant And Defend, subject to: See (Sub)Exhibit Two attached hereto and made a part hereof.

Dated this _____ day of _____, 20___.

_____ a(n) _____

By: _____

Name: _____

Its: _____

This Transfer Is Exempt Under The Provisions Of The Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b) And -45(e); And Section 3-33-060B And -060E Of The Municipal Code Of Chicago.

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, a(n) _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and, being first duly sworn by me, acknowledged

that s/he signed and delivered the foregoing instrument pursuant to authority given by said _____, as her/his free and voluntary act and as the free and voluntary act and deed of said _____, for the uses and purposes therein set forth.

Given under my notarial seal this _____ day of _____, 20__.

_____
Notary Public

[(Sub)Exhibit One referred to in this Form of Reconveyance Deed unavailable at time of printing.]

(Sub)Exhibit Two and Statement by Grantor and Grantee referred to in this Form of Reconveyance Deed read as follows:

*(Sub)Exhibit Two.*
(To Reconveyance Deed)

*Permitted Title Exceptions.*

[To be completed prior to recording]

General real estate taxes and any special assessments or other taxes, the Redevelopment Agreement, and any title exceptions that were on the title as the closing of this Agreement.

*Statement By Grantor And Grantee.*
(To Reconveyance Deed)

The Grantor or his agent affirms that, to the best of his knowledge, the name of the Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or

acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

_____ a(n) _____

By: _____

Name: _____

Its: _____

Date: _____, 20__.

Subscribed and sworn before me this
_____ day of _____, 20___.

_____
Notary Public

The Grantee or his agent affirms that the name of Grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

City of Chicago, by one of its attorneys:

Dated _____, 20__ Signature _____
Assistant Corporation Counsel

Subscribed and sworn before me this
_____ day of _____, 20___.

_____
Notary Public

Note: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act)

*(Sub)Exhibit "J".*
(To Citizens Building A Better Community Redevelopment Agreement)

*Warranty Of Habitability*
*Limited Warranty.*

Owner Name: _____

Address of Property: _____

Warrantor: _____

Warrantor's Address: _____

Warranty Commencement Date: _____ Closing Date: _____

This Limited Warranty is being provided by Warrantor to Owner in accordance with that certain Purchase Agreement dated _____, 20___, by and between Warrantor and Owner (the "Contract").

I. Limited Warranty.

Warrantor hereby guarantees and warrants that the heating, ventilating, air-conditioning, electrical and plumbing systems (the "Mechanical Systems") are in good condition on the date hereof. For a term of one (1) year from the date hereof, Warrantor hereby agrees to remove, replace, repair, and make good, free of charge to Owner, all defects in materials or workmanship which appear within the warranty period that are the fault of any subcontractor of Warrantor relating to the installation and performance of the Mechanical Systems.

In accordance with the Contract, Warrantor hereby provides to Owner a limited warranty, subject to all of the terms and conditions set forth herein, that the structural components of the Home are of customary workmanship and such items properly perform the function for which each was designed, for a period of one (1) year following the date hereof. For purposes of this Limited Warranty, structural components shall mean only the roof, foundation, exterior and supporting walls.

The parties hereto hereby acknowledge that a preoccupancy inspection of the Property has been made by Owner and Warrantor's representative prior to the Closing Date. Any and all punch-list items from such pre-occupancy inspection to be corrected have been listed in the Inspection Report which has been signed by both Owner and Warrantor's representative, a copy of which shall be retained by Owner. All punch-list items not corrected prior to Closing shall be corrected within a reasonable period following Closing, subject to delays caused by Owner, availability of labor and materials, and other circumstances beyond the reasonable control of Warrantor. No corrections shall be made of defects not recorded on the Inspection Report except for latent defects covered by this Limited Warranty, and no correction shall be made for latent defects first claimed or discovered after the expiration of the Warranty Period (defined below).

The appliances (and any other separately warrantied components) are warranted by their manufacturers in accordance with their individual written warranties. Except For The Mechanical Systems, Warrantor Makes No Express Warranties As To These Components, And Disclaims Any Implied Warranties With Respect Thereto. Further, Owner Relieves Warrantor From Any Responsibility For Consequential Damages And Losses (Other Than For Personal Injury) Which May Arise From Or Out Of Any And All Structural Failures And From Or Out Of Any And All Breaches Of Any Warranty.

Except As Expressly Set Forth Herein, Owner Acknowledges That Owner Has Purchased The Property "As-Is", Without Any Warranty Or Representation Of Any Kind, Express Or Implied, Including By Way Of Illustration And Not Limitation, Implied Warranties Of Merchantability, Habitability, Workmanship Or Fitness For A Particular Purpose. Warrantor Neither Assumes Nor Authorizes Any Person To Assume For Warrantor Any Other Liability In Connection With The Sale Or Use Of The Property (Including The Purchased Home) And There Are No Agreements Or Warranties, Either Oral Or Written, Collateral To Or Affecting This Agreement Or The Purchased Home.

II. Express Waiver Of Implied Warranty Of Habitability.

Illinois law provides that every contract for the construction of a new home, as here, carries with it a warranty that, when completed, the home will be free of latent defects and will be reasonably suited for its intended use as a home. The law further provides that this Implied Warranty of Habitability does not have to be in writing to be a part of the contract and it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but also any defect in workmanship which may not easily be seen or discovered upon an inspection or viewing of the property by Owner. Illinois law, however, also provides that a seller-builder and a purchaser may agree in writing, as here, that this Implied Warranty of Habitability is not included as a part of their particular contract.

The limited warranty provided for in this paragraph covers some, But Not All, of the matters covered by the Implied Warranty of Habitability. The limited warranty provided hereunder may cover matters which are not covered by the Implied Warranty of Habitability. The limited warranty provided hereunder may, and likely will, be different, in a number of respects, from the protection afforded to a purchaser by the Implied Warranty of Habitability. Owner agrees that in consideration for Warrantor agreeing to provide Owner with the limited warranty provided hereunder, Owner will accept such limited warranty as a substitute for the Implied Warranty of Habitability described herein.

Seller Hereby Disclaims, And Purchaser Hereby Knowingly, Voluntarily, Fully And Forever Waives The Implied Warranty Of Habitability Described Herein And Any And All Other Warranties, Express Or Implied. Owner Hereby Acknowledges, Understands And Agrees That As A Result Of Such Disclaimer And Waiver, The Implied Warranty Of Habitability Is Not A Part Of This Limited Warranty And That If A Dispute Arises With Warrantor And The Dispute Results In A Lawsuit, Owner, As A Result Of Such Waiver And Disclaimer, Will Not Be Able To Rely On The Implied Warranty Of Habitability As A Basis For Suing Warrantor Or As The Basis Of A Defense If Seller Sues Owner. Owner May, However, Rely On The Express Written Limited Warranties Contained In The Limited Warranty Provided Under This Agreement. I (We), As Owner, Have Read And Understand This Paragraph And I (We) Have Had An Opportunity To Seek Professional Advice Concerning Its Contents And Legal Implications, And After Doing So, Knowingly Agree To Its Terms And The Waiver-Disclaimer Of The Implied Warranty Of Habitability And The Waiver And Exclusion Of All Warranties, Express Or Implied, Other Than The Limited Warranty Provided Herein.

_____ (Owner's Initials) _____ (Owner's Initials)

Capitalized terms used but not defined herein, which are defined in the Contract shall have the same meaning herein as in the Contract.

This Limited Warranty Is In Lieu Of All Other Warranties Of Warrantor, Either Express Or Which May Be Implied By Law, Including All Warranties Of Habitability, Merchantability And Fitness For A Particular Purpose, All Of Which Are Excluded. This Warranty Does Not Extend To Incidental Or Consequential Damages.

Accepted, Approved and Agreed to:

Name: _____

Name: _____

III. Limited Warranty Basic Terms And Conditions.

To Whom Given. This Limited Warranty is extended solely to Owner and shall not extend to any successors or assigns or future owner of the Property.

Coverage.

For one (1) year, beginning on the Warranty Commencement Date set forth on page 1 (the "Warranty Period"), Warrantor warrants that the Mechanical Systems will be free from defects due to faulty materials or workmanship and that Warrantor will remove, replace, repair, and make good, free of charge to Owner, all defects in materials or workmanship which appear within the Warranty Period and which are the fault of any subcontractor of Warrantor relating to the installation and performance of the Mechanical Systems, subject to the exclusions, limitations and provisions of this Limited Warranty. No representative of Warrantor has the authority to expand the scope of or extend the duration of this Limited Warranty or to make contracts with respect hereto.

For one (1) year, beginning on the Warranty Commencement Date set forth on page 1 (the "Warranty Period"), Warrantor warrants that the Property will be free from latent defects due to faulty materials or workmanship, with respect to the structural components which includes only the roof, foundation, exterior and supporting walls, subject to the exclusions, limitations and provisions of this Limited Warranty. No representative of Warrantor has the authority to expand the scope of or extend the duration of this Limited Warranty or to make contracts with respect hereto.

"Faulty materials or workmanship" are materials or workmanship, which are not in compliance with the applicable building codes regulating construction in Chicago, Illinois as of the date of issuance of the applicable building permits. Inspection by the governmental authority with jurisdiction will provide evidence of compliance. For purposes of this Limited Warranty, "latent defects" are only those defects which are not apparent at the time of the preparation of the Inspection Report but which become apparent and of which Warrantor is notified in writing before the expiration of the Warranty Period.

Warrantor's Performance. If a defect or latent defect occurs in an item which is covered by this Limited Warranty, Warrantor will repair or replace the defective item. Steps taken by Warrantor to correct defects shall not act to extend the terms or duration of this Limited Warranty. Warrantor shall not be obligated to remedy any defects which are covered by this Limited Warranty unless Owner notifies Warrantor in writing of the defect before the expiration of the Warranty Period. Warrantor's obligations under this Limited Warranty are limited to repair or replacement of defective items.

Insurance. In the event Warrantor repairs or replaces any defect covered by this Limited Warranty for which Owner is covered by insurance, upon request by Warrantor, Owner shall assign the proceeds of such insurance to Warrantor to the extent of the cost to Warrantor of such repair or replacement.

IV. Exclusions.

In addition to other items specifically excluded hereunder, the following are not covered by this Limited Warranty:

1. Any work included in a separate contract existing between Owner and a particular contractor, subcontractor, architect or engineer covering any phase of construction. Warrantor has no responsibility for enforcing any warranty provided under or in connection with such separate contract. Any items of construction performed by persons other than Warrantor, or its employees, agents or subcontractors, and any items of construction performed by Warrantor which are damaged or otherwise adversely affected by any acts of or work performed by persons other than Warrantor shall not be covered by this Limited Warranty.

2. Any damage caused by or the result of improper care, improper maintenance or the improper use of floor products including, but not limited to, damage to hardwood, natural stone, vinyl resilient tile, sheet products or carpet caused by the failure to use recommended floor protectors, furniture rests and cleaners, use of improper rolling casters under furniture and appliances, abuse or accidents, including but not limited to burns, cuts, scratches, scuffs, and indentations due to shoes or other hard items, any stains from carpet dyes, or damage caused by the presence of excessive moisture or alkaline substances. This Limited Warranty does not cover any difference between the color of samples or printed illustrations and the color of the actual flooring, or any loss of gloss resulting from normal usage.

3. Damage Caused By Condensation. Condensation can occur whenever warm and moist air comes in contact with a cold dense surface such as window and door glass and frames. Interior moisture is generated through any number of ways including cooking, showering, drying clothes, or by setting a humidifier too high. Since condensation is influenced by the regulation of interior moisture levels by the Owner, its control or damage resulting therefrom is not warranted.

4. Any Damage Caused By The Failure To Use Or The Improper Use Of A Humidifier Or Dehumidifier. A humidifier that meets or exceeds local building code requirements has been installed as part of the heating system. It is not designed, nor is it warranted, to provide a constant and consistent source of humidity and, therefore, the Owner may be required to provide supplemental humidity to meet personal levels of comfort. Warrantor does not guarantee the adequacy of humidity levels beyond that required by the local building code.

5. Appliances, equipment, personal property, fixtures (including such items as oven, range, dishwasher, disposal) and consumer products (as that term may be defined under applicable federal, state and local laws, or their implementing regulations) installed or contained in the Property are not covered by this Limited Warranty or any other warranty from Warrantor and Warrantor hereby specifically disclaims and excludes any express or implied warranties of any nature, including any implied warranty of merchantability or fitness for a particular purpose, with respect to such items. Such items are frequently covered by the manufacturer's specific warranty, and such warranties, if any, may be assigned and delivered to Owner at Closing. Warrantor is not a warrantor under and does not adopt such manufacturer's warranties. In the event of defects in such items, Owner should contact the manufacturer directly. Warrantor is not responsible for the performance of any manufacturer under such manufacturer's warranty.

6. Any Bodily Injury, Any Damage To Personal Property, And Any Damage To Real Property Which Is Not Part Of The Property. Any damage to real property which is part of the Property is also excluded, except to the extent of the repair or replacement of the defective item.

7. Any defects in, or caused by, materials, work, designs or plans supplied by anyone other than Warrantor, or its employees, agents or subcontractors.

8. Damage caused by acts of unauthorized third parties, including vandalism, negligence, failure to properly maintain and service in accordance with installer's specifications, or if none, then those of the Owner, if any; or improper operation by anyone other than the Owner or its employees, agents or subcontractors.

9. Acts of God and accidents, including but not limited to fire, explosion, smoke, water escape, windstorm, hail, lightning, flood and earthquake.

10. Nail and screw "pops", routine settling and drywall cracks, paint touch-ups, and ordinary maintenance and repairs.

11. Normal wear and tear or normal deterioration.

V. How To Make A Limited Warranty Claim.

Submission Of Claims To Warrantor. If you have a claim under this Limited Warranty, you must send a clear and specific written claim in the manner set forth below to Warrantor on that item prior to the expiration of the Warranty Period.

VI. Miscellaneous.

Independence From Contract. This Limited Warranty is independent of the Contract. Nothing contained in the Contract or any other contract between Owner and Warrantor can modify the provisions of this Limited Warranty.

Notices. All notices or claims to Warrantor or to Owner must be sent by mail, postage prepaid, certified mail, return receipt requested to the recipient at the address shown on page 1 of this Limited Warranty or to whatever other address the recipient may designate in writing.

General Provisions. Should any provision of this Limited Warranty be deemed by a court of competent jurisdiction to be unenforceable, that determination will not affect the enforceability of the remaining provisions. This Limited Warranty is binding upon Owner and Warrantor, and their respective heirs, executors, administrators, successors, and assigns. Use of one gender in this Limited Warranty includes all other genders; and use of the plural includes the singular, all as may be appropriate. This Limited Warranty is to be covered by and construed in accordance with the internal laws of the State of Illinois.

Amendments. This Limited Warranty cannot be changed or altered in any way, except by express written agreement signed by all parties hereto.

Owner(s):

Name: _____

Dated: _____, 20 ____.

Warrantor:

_____, an Illinois _____

By: _____

Dated: _____, 20 ____.

*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 1 of 8)

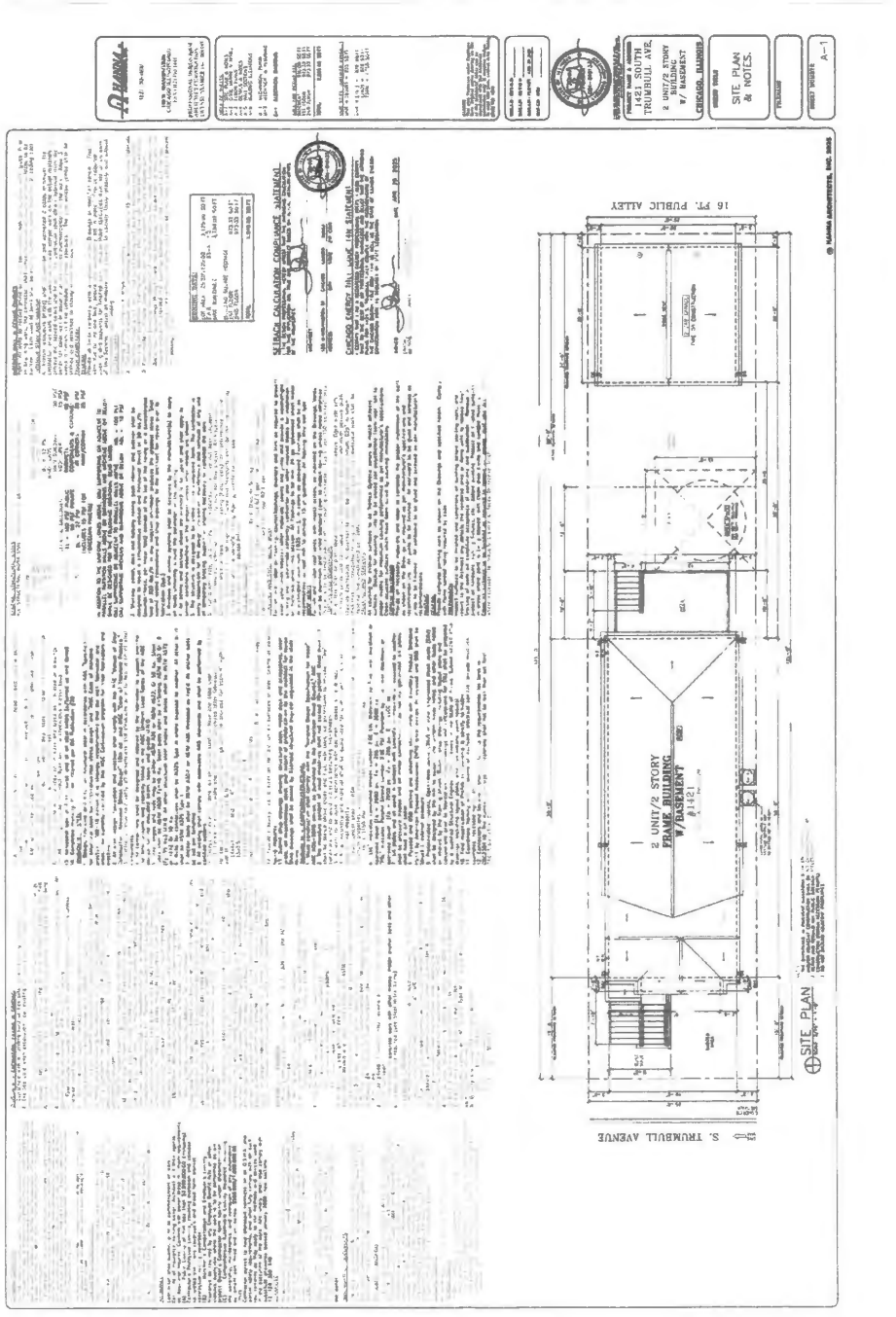


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 2 of 8)

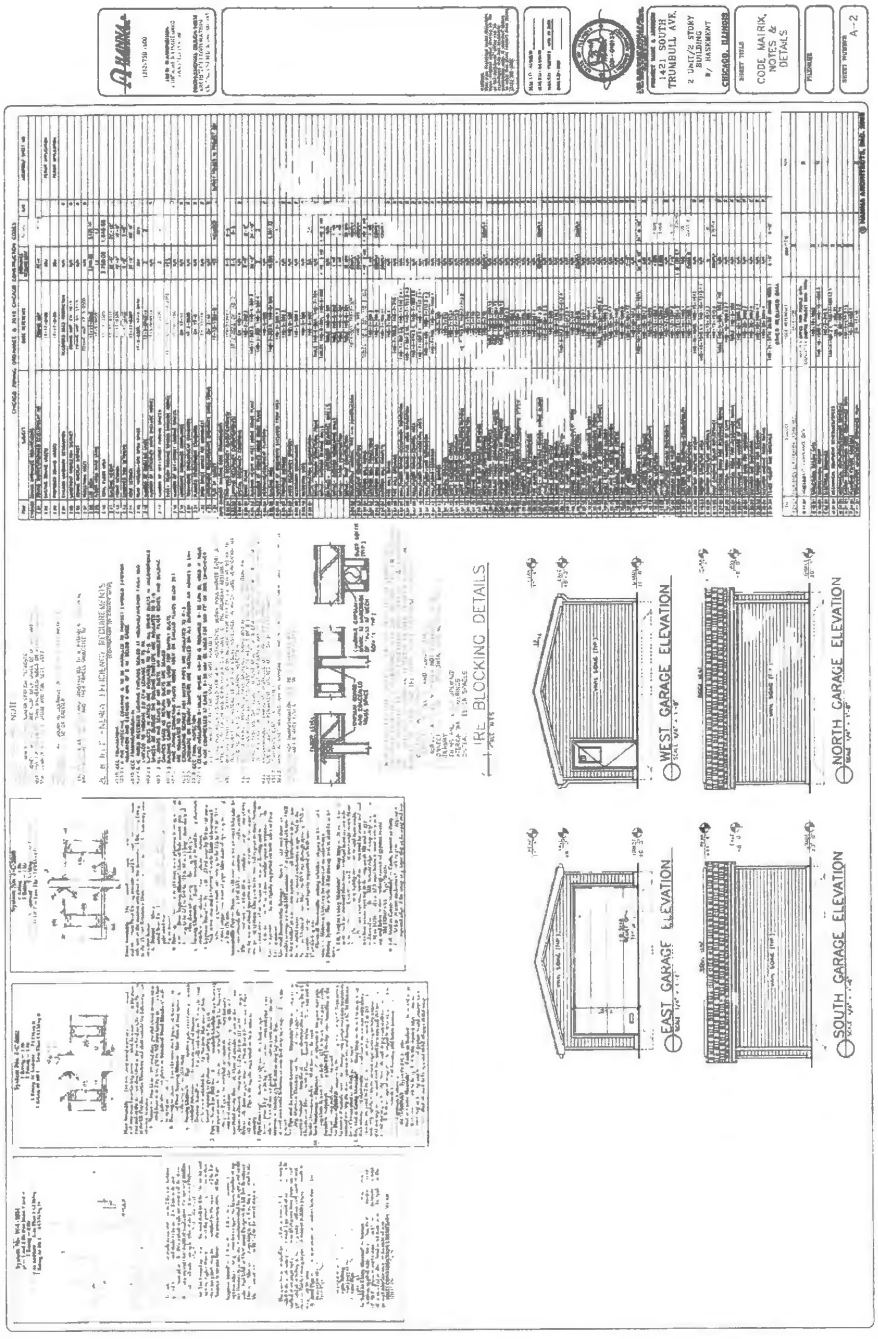


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 3 of 8)

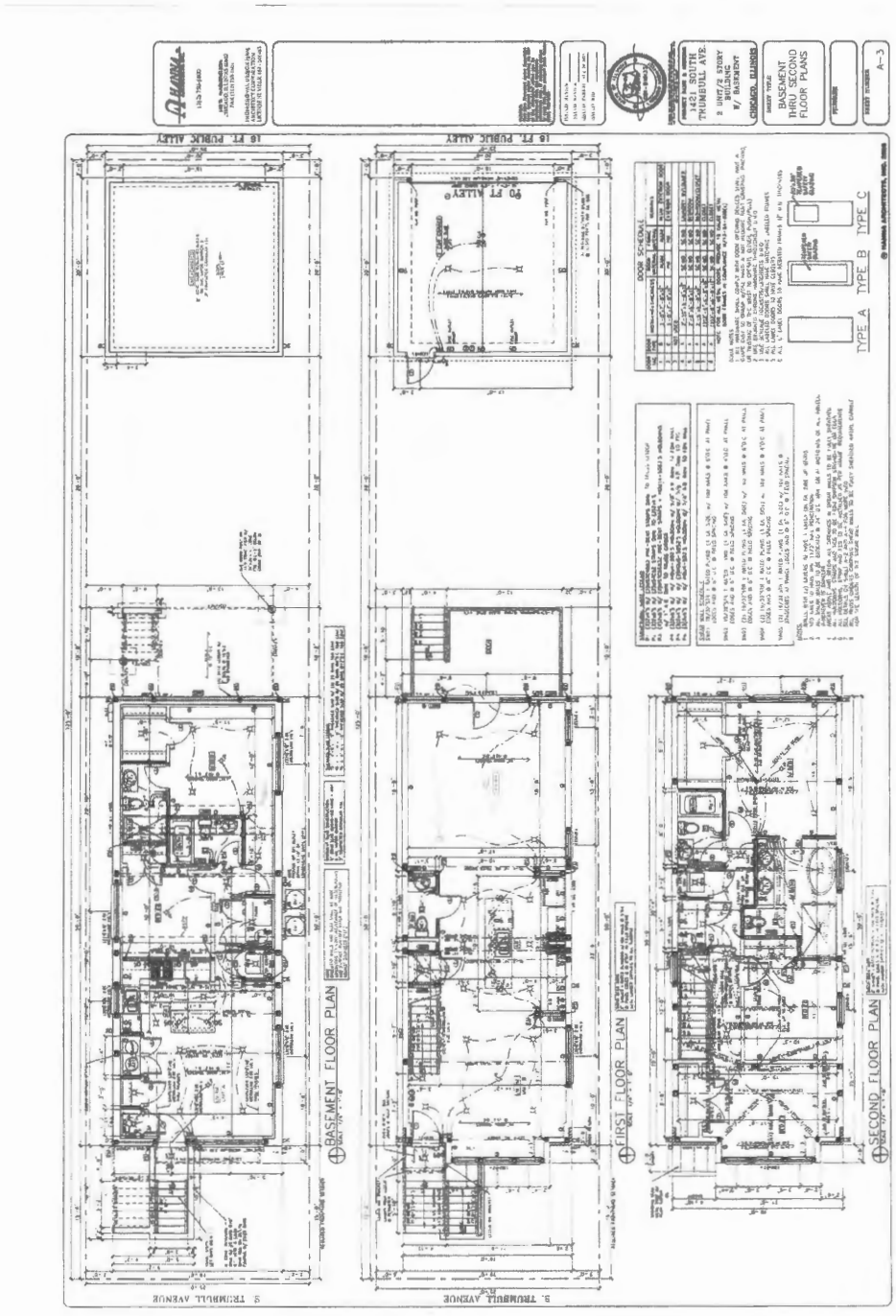


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 4 of 8)

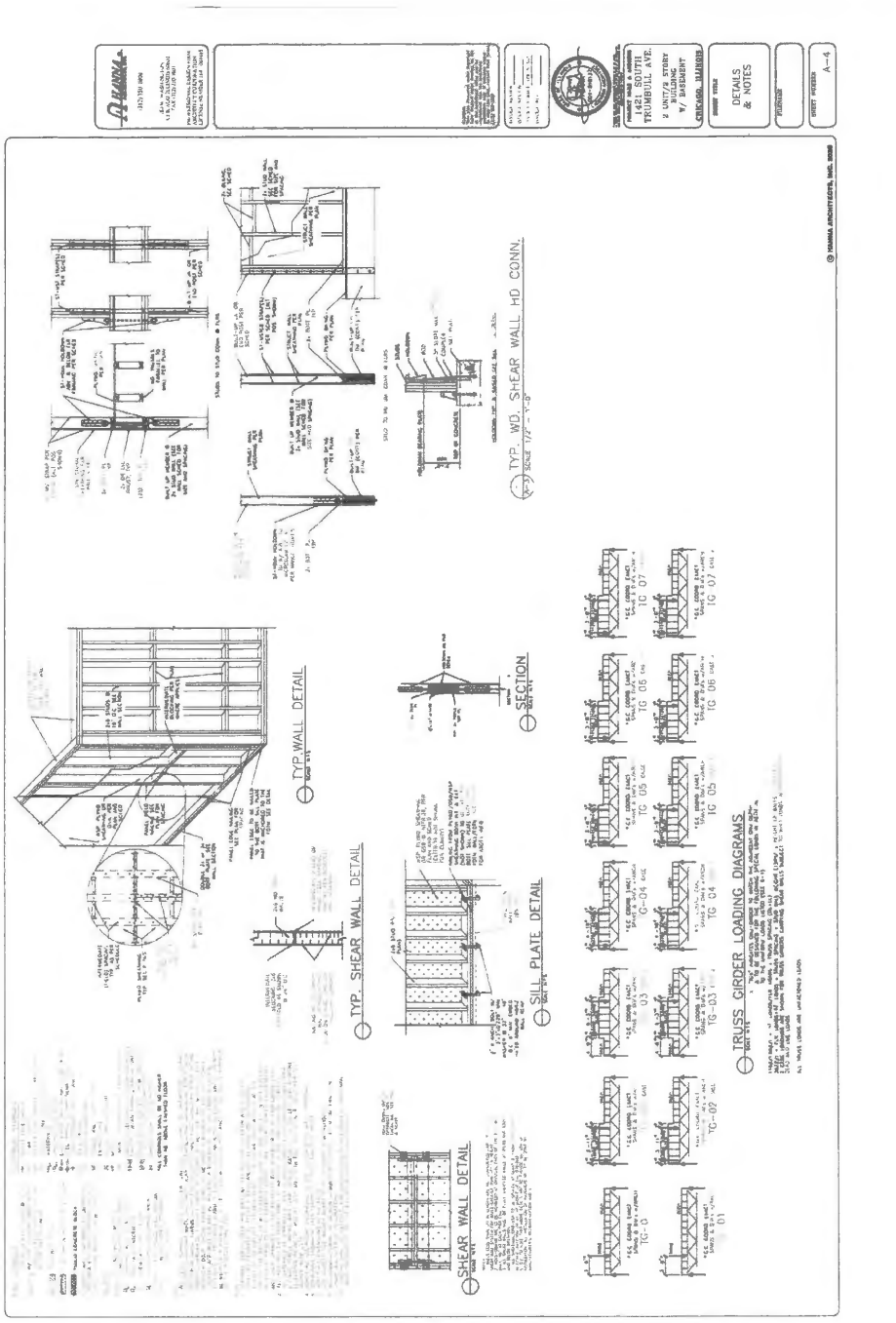


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 5 of 8)

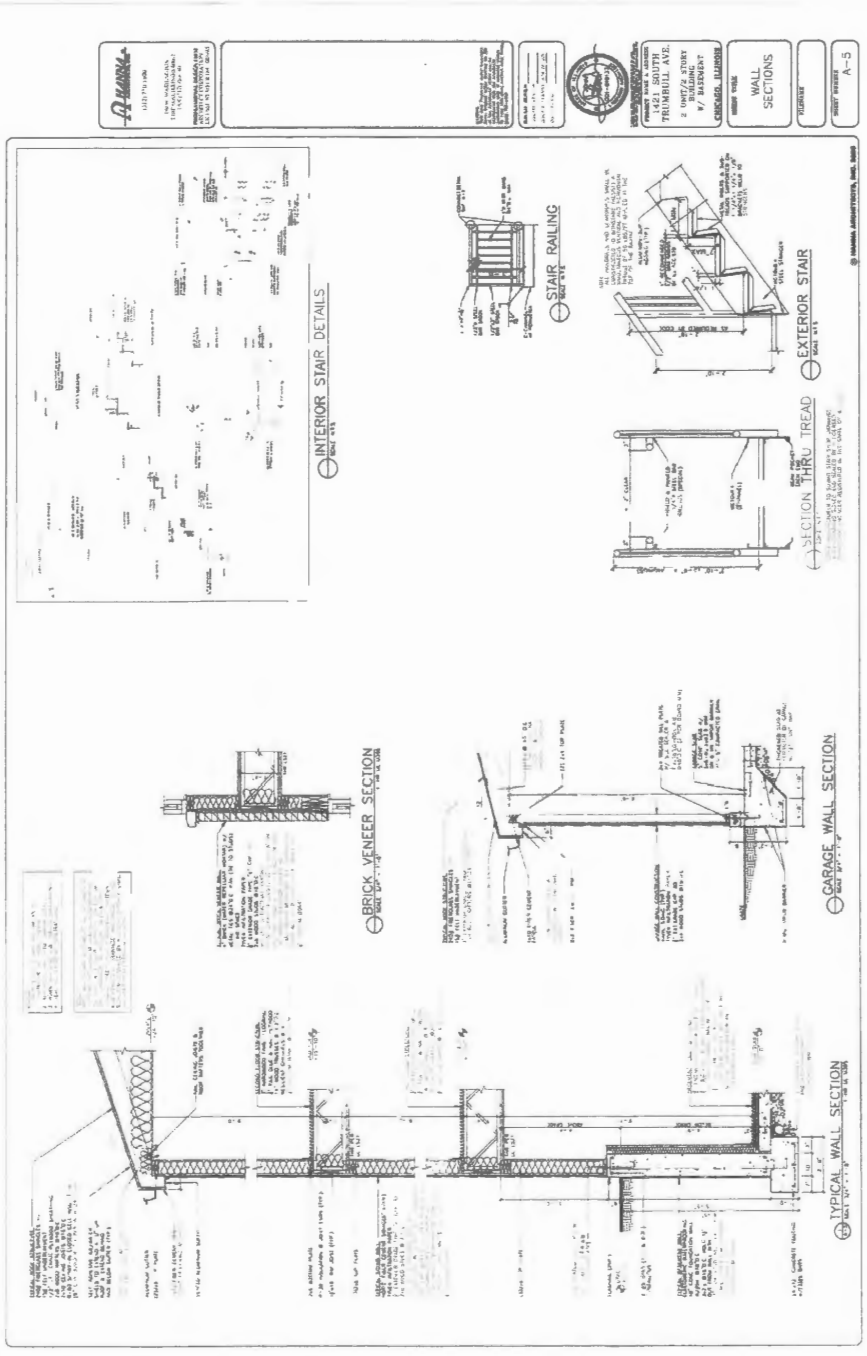


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 6 of 8)



*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 7 of 8)

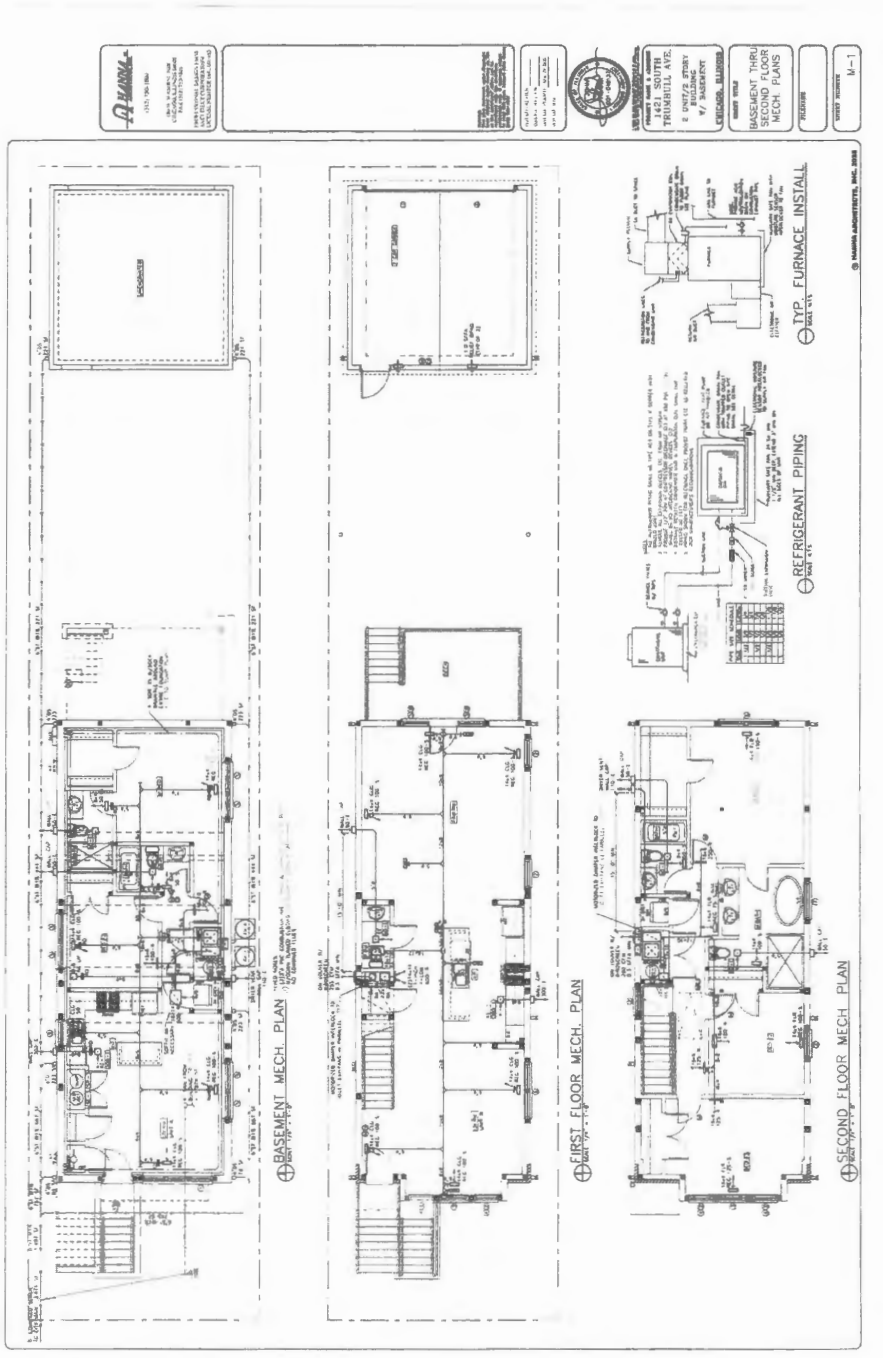
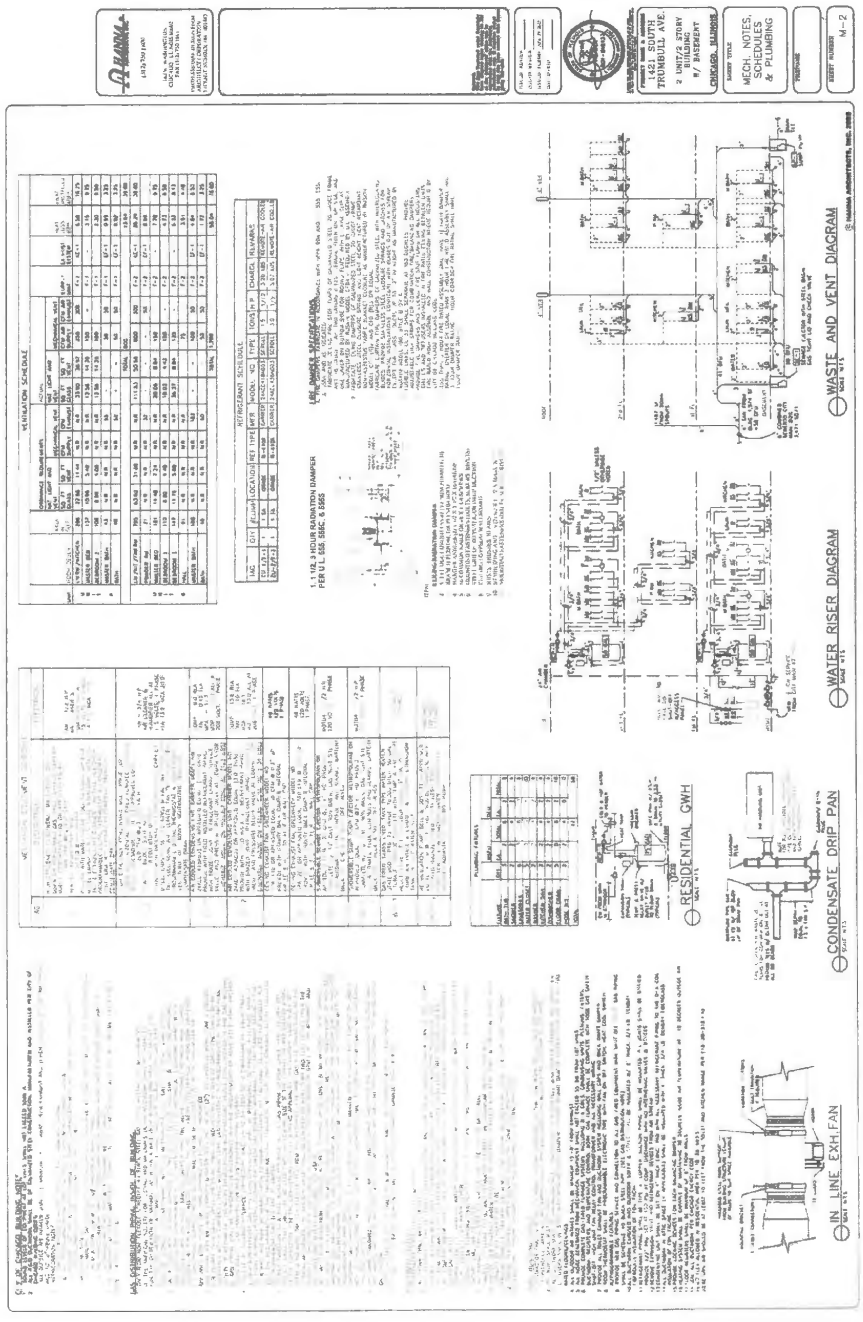


*Exhibit "D".*
(To Ordinance)

*Drawings.*
(Page 8 of 8)



SALE OF CITY-OWNED PROPERTY AT 513 E. 44TH PL. TO MC BREARTY CONSTRUCTION, INC. UNDER CHIBLOCKBUILDER PLATFORM.

[O2025-0017582]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of City-owned property at 513 East 44th Place to McBrearty Construction, Inc. under ChiBlockBuilder platform (3rd Ward) (O2025-0017582), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government 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, In an effort to reach potential buyers and create a 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 market values and online application materials; and

WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties 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 or bidding guidance 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 during the application period beginning on October 1, 2024 and ending on January 3, 2025 (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, November 6, 11 and 30, and December 4, 11, 18, 23 and 30, 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 McBrearty Construction Inc., an Illinois corporation ("Buyer") for the sale of the City Lot for the project described on Exhibit A and depicted in the drawings attached hereto as Exhibit B; and

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

WHEREAS, The market value of the City Lot as of April 13, 2025, as determined by CBRE, is $19,200 ("Purchase Price"); 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 the 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, 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 "Buyer Entity") for the Purchase Price, subject to the Buyer Entity's satisfaction of each of the following conditions precedent to closing (unless waived by the Department in its sole discretion):

(a) Buyer Entity must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project;

(b) Buyer Entity must obtain all building permits and other required permits and approvals, including zoning approvals if applicable, necessary to construct the Project and submit evidence thereof to the Department; and

(c) Buyer Entity must submit to the Department, and the Department must approve, proof of financing for the Project.

If the Buyer Entity 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 the Buyer Entity, extends the closing date. The Buyer Entity 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 Entity. The Deed shall be in substantially the form set forth in Exhibit D.

SECTION 4. The Commissioner, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title 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 "B" referred to in this ordinance printed on pages 29651 and 29652 of this *Journal*.]

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

*Exhibit "A".*
(To Ordinance)

*Legal Description Of City Lot.*

(Subject To Title Commitment And Survey)

Legal Description.

The west 20 feet of the east 40 feet of Lots 17, 18 and 19 in Wirt D. Walker's Subdivision of Lot 7 in County Clerk's Division of unsubdivided land in the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

513 East 44th Place
Chicago, Illinois 60653.

Permanent Index Number:

20-03-409-002-0000.

*Project Description.*

(Subject To Change With Department Approval)

Consolidating the City Lot with the adjacent Buyer-owned or controlled property at 4437 South Vincennes Avenue/515 East 44th Place to construct three 4-story buildings with 3 units each and each with a roof deck and 3-car garage.

*Exhibit "C".*
(To Ordinance)

*Competing Proposals.*

| Applicant | Status | Applicant Type | Decision |
|---|---|---|---|
| Edward McBrearty | Accepted | Market-rate Housing | Highly qualified applicant, reasonable budget, good plans/designs and aldermanic support. The applicant has site control surrounding the otherwise undevelopable City Lot. |
| Applicant Number 2 | Declined | Open Space | Application was invalid. Applicant used the Open Space application instead of the required Market Rate application. |

*Exhibit "D".*
(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 and in consideration of $19,200.00, conveys and quitclaims all right, title and

interest in the real property legally described and identified on (Sub) Exhibit A attached hereto ("City Lot"), pursuant to an ordinance adopted by the City Council of the City ("City Council") on _____, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages ___ through ___, to McBrearty Construction, Inc. ("Buyer" or "Grantee"), having a principal business address at 3240 West 11th Street, Chicago, Illinois 60655.

Without limiting the quitclaim nature of this deed, this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Buyer or its agents.

In addition, this conveyance is subject to the following terms, covenants and conditions, which are a part of the consideration for the City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Covenant To Improve City Lot; Restriction On Conveyance. Buyer shall: (a) construct three 4-story buildings with 3 units each, a roof deck and a 3-car garage (the "Project") in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department") within fifteen (15) months of the date of this deed; provided, however, the Department, in its sole discretion, may extend the completion date upon written request; (b) maintain the City Lot in accordance with the provisions of the Municipal Code of Chicago; and (c) not convey, assign, or otherwise transfer the City Lot until construction of the Project is completed. If any of these conditions are not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Lot, terminate the estate conveyed to the Buyer, and revest title to the City Lot in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. The forgoing covenants shall expire upon completion and occupancy of the Project.

2. Environmental Documents Review. The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.

3. Limited Nature Of City's Review. Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and

that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. Historic Contamination Of Urban Land. Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).

5. "As Is", "Where Is" And "With All Faults" Conveyance. Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including, without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, in its "As Is", "Where Is" and "With All Faults" condition, without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.

6. Release Of City. Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project

on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 20___.

Attest:

_____
Andrea M. Valencia, City Clerk

City of Chicago, an Illinois municipal corporation and home rule unit of government

By: _____
Brandon Johnson, Mayor

State of Illinois )
) SS.
County of Cook )

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

Given under my hand and notarial seal on _____, 20___.

_____
Notary Public

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes Exhibit "A" to ordinance and printed on page 29646 of this *Journal.*]

*Exhibit "B".*
(To Ordinance)

*Drawings.*
(Page 1 of 2)

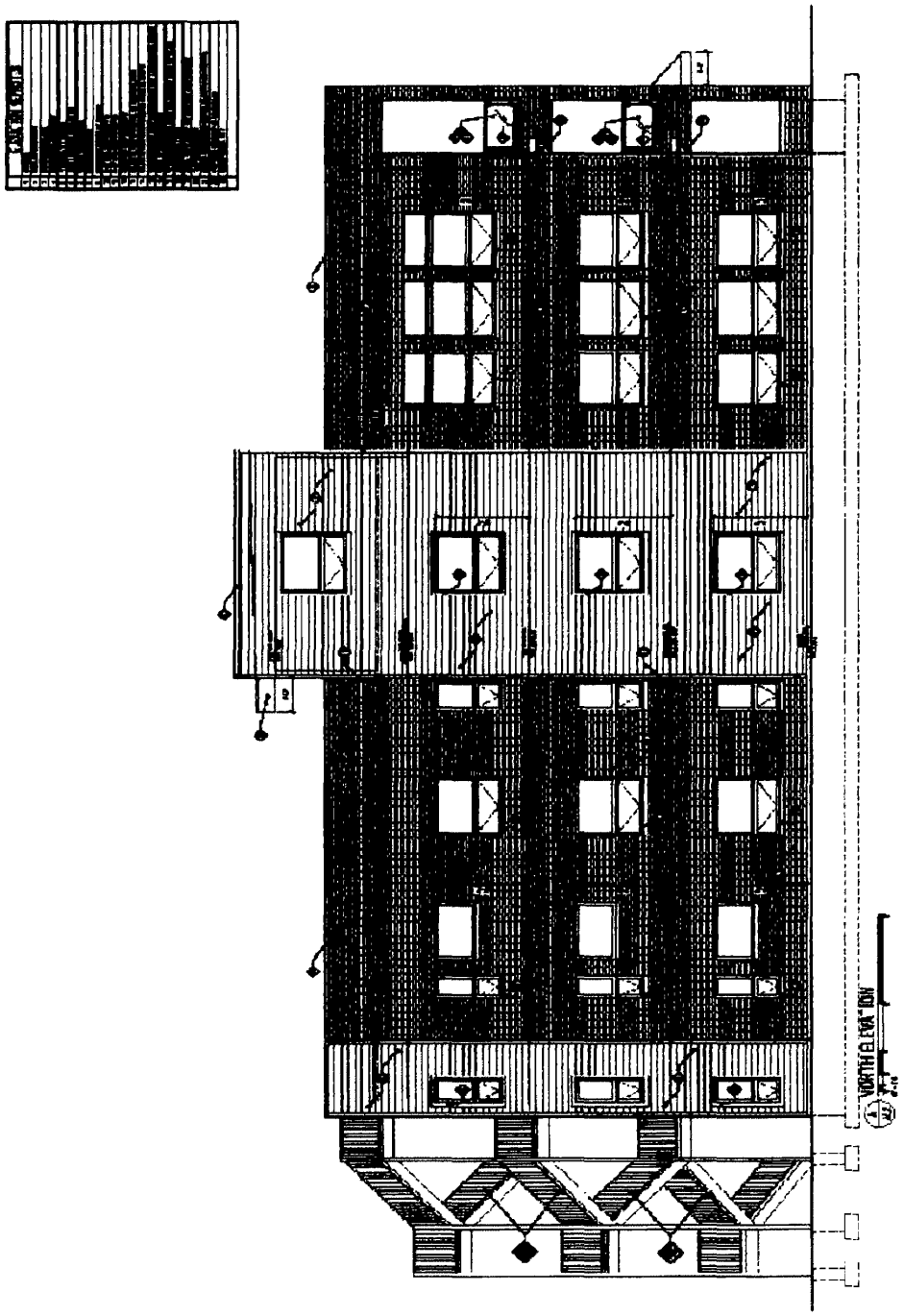
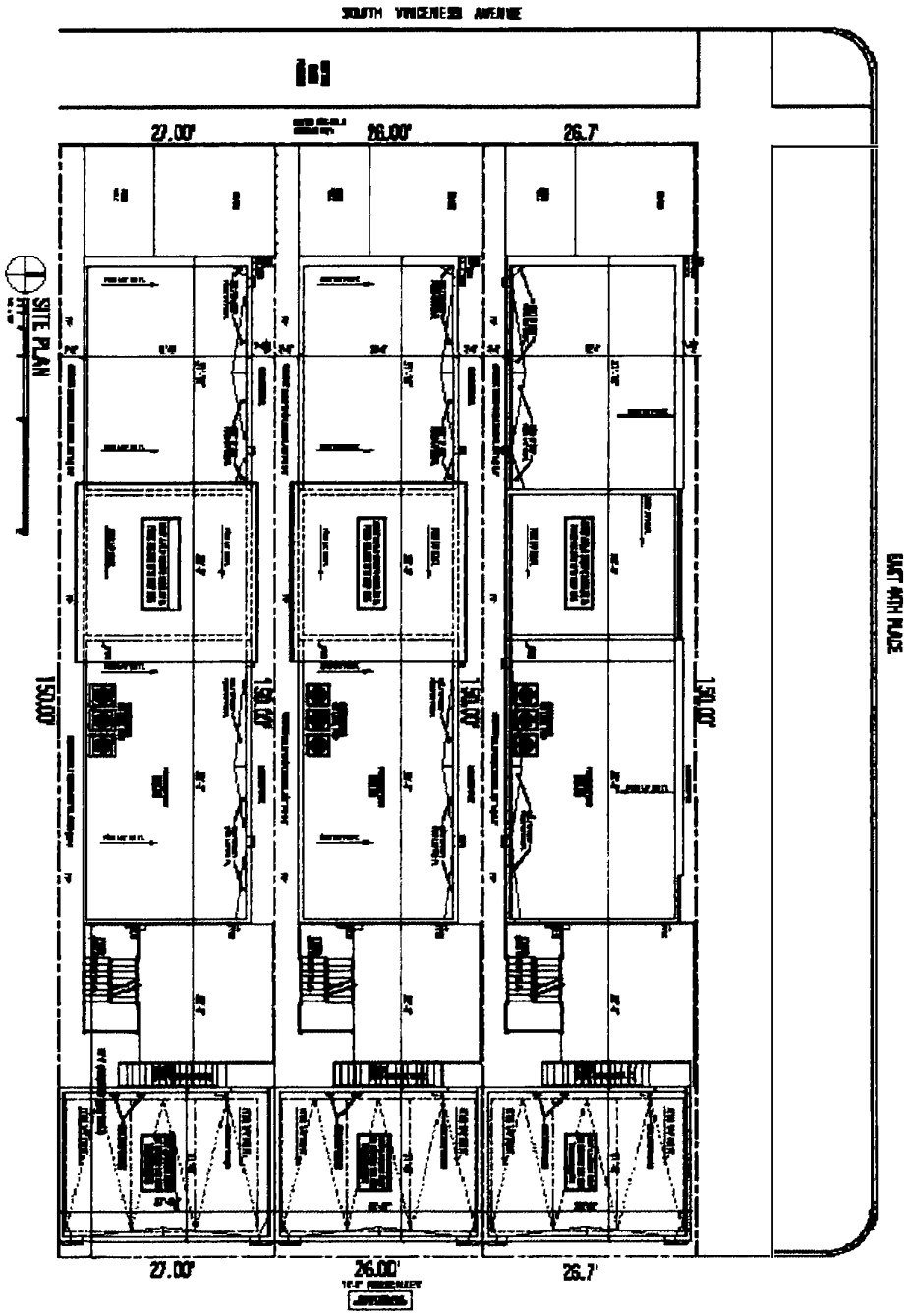


*Exhibit "B".*
(To Ordinance)

*Drawings.*
(Page 2 of 2)



LAND SALE AND REDEVELOPMENT AGREEMENT WITH CLARETIAN ASSOCIATES, INC. FOR PURCHASE OF CITY LOTS AT 8816, 8818, 8822, 8824, 8828, 8830, 8836, 8838, 8840, 8842, 8943, 8945 AND 9118 S. BUFFALO AVE. UNDER CITY LOTS FOR WORKING FAMILIES PROGRAM.

[O2025-0017574]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from the Department of Housing for the land sale and redevelopment agreement with Claretian Associates, Inc. for the purchase of City lots at 8816, 8818, 8822, 8824, 8828, 8830, 8836, 8838, 8840, 8842, 8943, 8945 and 9118 South Buffalo Avenue under the City Lots for Working Families Program (10th Ward) (O2025-0017574), 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, OShea, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, 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, 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. ("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 or bidding guidance for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned property available for sale was published in the *Chicago Tribune* on January 20, January 27, and February 3, 2023; and

WHEREAS, City lots sold through ChiBlockBuilder are offered with their current zoning; and

WHEREAS, This ordinance authorizes the sale of City lots in the affordable housing category under the City Lots for Working Families Program (as hereinafter defined); and

WHEREAS, Specific evaluation criteria for land sold for affordable housing under the City Lots for Working Families Program included: the submission must meet the intent of the Program (as hereinafter defined); the submission must meet the zoning requirements of the Program; a minimum of eight (8) PINs must be selected or enough PINs to build a minimum of eight (8) homes; selected PINs must be closely clustered; evidence of a developer's financial capacity and ability to obtain project financing; completeness, quality, and experience of development team; and, proven depth and quality of experience in successfully developing residential buildings in the community where the selected PINs are located or in a community with similar market characteristics; and

WHEREAS, The City, in recognition of the shortage of decent housing affordable to working families within the City, encourages the use of vacant land for the development of new owner-occupied homes; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of vacant land that are suitable for the construction of new owner-occupied housing affordable to working families; and

WHEREAS, Pursuant to an ordinance (the "Program Ordinance") adopted by the City Council of the City (the "City Council") on November 8, 2017 and published at pages 59287 through 59295 in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, the City established a program for the sale of City-owned vacant land to developers for the construction of affordable single-family homes and two-flats (the "City Lots for Working Families Program" or "Program"); and

WHEREAS, Pursuant to the City Lots for Working Families Program, the Department of Housing ("DOH"), as successor to the Department for the administration and implementation of the Program, is authorized to evaluate proposals for the construction of eight (8) to twenty (20) new single-family homes and/or two-flats (each such single-family home or two-flat, a "Home") on City-owned vacant land; and

WHEREAS, The Program Ordinance authorizes DOH to: (a) sell City-owned vacant zoning lots (each such vacant zoning lot, a "City Lot") with an appraised value of One Hundred Seventy-five Thousand and no/100 Dollars ($175,000.00) or less for One and no/100 Dollar ($1.00) per City Lot for projects approved under the City Lots for Working Families Program ("CL4WF Projects"); (b) exempt CL4WF Projects from MBE/WBE Requirements and City Residency Hiring Requirements (as those terms are defined in the Program Ordinance) if all City Lots within the CL4WF Project have an appraised value of One Hundred Twenty-five and no/100 Dollars ($125,000.00) or less; and (c) waive certain City fees for CL4WF Projects; and

WHEREAS, Pursuant to the City Lots for Working Families Program, up to twenty-five percent (25%) of the Homes in a CL4WF Project may be sold at market-rate prices (the "Market Rate Homes") and the rest must be sold at an Affordable Price (as defined in the Program Ordinance); and

WHEREAS, The City owns the real property identified on Exhibit A attached hereto (collectively, the "Property"), which consists of thirteen (13) City Lots; and

WHEREAS, The thirteen (13) City Lots identified on Exhibit A were advertised for sale on ChiBlockBuilder in the First Application Period; and

WHEREAS, Claretian Associates, Inc., an Illinois not-for-profit corporation (the "Developer"), submitted a proposal to purchase the City Lots comprising the Property under the City Lots for Working Families Program for the construction of thirteen (13) Homes (the "Project"); and

WHEREAS, No alternative proposals for the Project were submitted through the ChiBlockBuilder application process and DOH determined that Developer's proposal for the Project was in the best interests of the City for the reasons stated on Exhibit B; and

WHEREAS, DOH wishes to modify the City Lots for Working Families Program for the Project by changing all references to the term "Appraised Value" in the Project Ordinance to "Market Valuation", and defining Market Valuation to mean the value of a City Lot as determined by an independent market value assessment of lots in neighborhood subareas; and

WHEREAS, All of the Homes that the Developer will construct on the Property will be single-family modular homes; and

WHEREAS, The market value of the Property as of the date it was advertised for sale on ChiBlockBuilder was approximately One Hundred Thirty-one Thousand Five Hundred Sixty-one and no/100 Dollars ($131,561.00), with no City Lot appraising at $125,000 or more, as more specifically set forth on Exhibit A attached hereto; and

WHEREAS, The Property is located in the South Chicago Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on April 12, 2000; and

WHEREAS, The Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

WHEREAS, The Developer has agreed to undertake the Project in accordance with the Program Ordinance (except as modified herein), and pursuant to the conditions of a

redevelopment agreement in substantially the form attached hereto as Exhibit C (the "Redevelopment Agreement"), which Redevelopment Agreement shall, among other things, reduce or waive certain fees as set forth on Exhibit D attached hereto, waive MBE/WBE Requirements (as defined in the Program Ordinance) and waive City Residency Hiring Requirements (as defined in the Program Ordinance); and

WHEREAS, Consistent with the City Lots for Working Families Program, the Project qualifies as "Affordable Housing" for purposes of Chapter 16-18 (the Open Space Impact Fee Ordinance) of the Municipal Code of Chicago (the "Municipal Code") and Section 2-44-085 of the Municipal Code (the 2021 Affordable Requirements Ordinance) shall not apply to the Project; now, therefore,

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

SECTION 1. The foregoing recitals are expressly adopted as the legislative findings of the City Council and incorporated herein and made a part of this ordinance.

SECTION 2. The Developer is hereby designated a developer and the Project is hereby designated a project pursuant to the City Lots for Working Families Program.

SECTION 3. The modifications to the City Lots for Working Families Program as set forth in the recitals are hereby approved for the Project.

SECTION 4. The sale of the Property to the Developer for Thirteen and no/100 Dollars ($13.00) (or $1.00 per buildable City Lot) is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Developer. The Commissioner of DOH (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement and such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement, including releases, affidavits and other documents as may be necessary to remove exceptions from title or that are otherwise reasonably necessary or appropriate to consummate the transactions contemplated hereby. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification. If the Developer fails to execute the Redevelopment Agreement by November 15, 2025, then this ordinance shall be rendered null and void and of no further effect, unless waived or extended in writing by the Commissioner or the Commissioner's designee in the Commissioner's or designee's sole discretion.

SECTION 5. The Mayor is authorized to execute, and the City Clerk or the Deputy City Clerk is each hereby authorized to attest, a quitclaim deed or deeds conveying

the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to a business entity of which the Developer is the sole controlling party or which is comprised of the same principal parties, subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 6. The reduction and waiver of the fees described on Exhibit D attached hereto is hereby authorized.

SECTION 7. The Project is hereby designated as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code, and Section 2-44-085 of the Municipal Code shall not apply to the Project.

SECTION 8. 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 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*
(To Ordinance)

*Identification And Market Valuation Of Property.*

(Subject To Final Title And Survey)

| | PINS | Addresses | Valuation |
|---|---|---|---|
| 1 | 26-05-102-029-0000 | 8816 South Buffalo Avenue | $10,517 |
| 2 | 26-05-102-030-0000 | 8818 South Buffalo Avenue | $10,517 |
| 3 | 26-05-102-032-0000 | 8822 South Buffalo Avenue | $10,517 |
| 4 | 26-05-102-033-0000 | 8824 South Buffalo Avenue | $10,517 |

| | PINS | Addresses | Valuation |
|---|---|---|---|
| 5 | 26-05-102-034-0000 | 8828 South Buffalo Avenue | $10,517 |
| 6 | 26-05-102-035-0000 | 8830 South Buffalo Avenue | $10,517 |
| 7 | 26-05-102-037-0000 | 8836 South Buffalo Avenue | $10,517 |
| 8 | 26-05-102-038-0000 | 8838 South Buffalo Avenue | $10,517 |
| 9 | 26-05-102-039-0000 | 8840 South Buffalo Avenue | $10,517 |
| 10 | 26-05-102-040-0000 | 8842 South Buffalo Avenue | $10,517 |
| 11 | 26-05-105-018-0000 | 8943 South Buffalo Avenue | $8,792 |
| 12 | 26-05-105-019-0000 | 8945 South Buffalo Avenue | $8,792 |
| 13 | 26-05-112-019-0000 | 9118 South Buffalo Avenue | $8,805 |

*Exhibit "B".*
(To Ordinance)

*Applicants And Proposal Selection Summary.*

| Address | Applicant(s) | Applicant Type | Decision |
|---|---|---|---|
| 8816 -- 8830, 8836 -- 8842, 8943 -- 8945 and 9118 South Buffalo Avenue | Claretian Associates, Inc. | Not-for-profit Corporation | Selected Claretian Associates, Inc. application. Application was for new affordable housing construction and satisfied criteria: clear plans and designs, existing financing or a viable plan to secure financing, proven experience.<br><br>No alternative proposals were received for the Project. |

*Exhibit "C".*
(To Ordinance)

*Agreement For The Sale And Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of _____, 20___ (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Housing ("DOH"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **CLARETIAN ASSOCIATES INC.**, an Illinois not-for-profit corporation (the "Developer").

**RECITALS**

**WHEREAS**, the City is the owner of the property legally described on Exhibit A attached hereto (the "Property"), consisting of thirteen (13) vacant lots (each, a "City Lot"); and

**WHEREAS**, pursuant to an ordinance (the "Program Ordinance") adopted by the City Council on November 8, 2017, and published at pages 59287 through 59295 in the Journal of the Proceedings of the City Council ("Journal") for such date, the City established a program for the sale of City-owned vacant land to developers for the construction of affordable single-family homes and two-flats (the "City Lots for Working Families Program"); and

**WHEREAS**, the Developer wishes to purchase the Property from the City for the construction of thirteen (13) single-family homes (each, a "Home" and collectively the "Homes") pursuant to the City Lots for Working Families Program (the "Project"), except as modified by the Project Ordinance (as hereafter defined); and

**WHEREAS**, the Property is located in the South Chicago Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on April 12, 2000; and

**WHEREAS**, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

**WHEREAS**, the Department of Planning and Development ("DPD") created chiblockbuilder.com ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined market values and online application materials; and

**WHEREAS**, the market value of the Property as of the date it was advertised for sale on ChiBlockBuilder in November 2022, was approximately $136,500, with no City Lot appraising at $125,000 or more, as more specifically set forth on Exhibit A attached hereto; and

**WHEREAS**, the City has agreed to sell the Property to the Developer for $1.00 per City Lot in consideration of the Developer's obligations to construct the Project in accordance with the City Lots for Working Families Program (except as modified by the Project Ordinance) and the terms and conditions of this Agreement; and

**WHEREAS**, as security for the Developer's completion of the Project and compliance with this Agreement, the Developer has agreed to execute a reconveyance deed for each City Lot in a form acceptable to the City (each, a "Reconveyance Deed") at the City's request; and

**WHEREAS**, the City Council, pursuant to an ordinance (the "Project Ordinance") adopted on _____, 20__, and published at pages _____through _____ in the Journal of such date authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement; and

**WHEREAS**, any Qualified Buyer may access the City's Building Neighborhoods and Affordable Homes Program ("BNAH") in order to purchase a Home built on a City Lot, provided BNAH funds are available; and

**WHEREAS**, certain fees typically owed to the Department of Buildings ("DOB"), the DPD, and Department of Water Management are will be waived or reduced for the Homes constructed pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. INCORPORATION OF RECITALS.**

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

**SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.**

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals, the following terms shall have the following meanings:

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is

controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Affordable Price" Shall mean an amount less than or equal to the price at which monthly homeownership costs (including principal and interest on a 30-year fixed rate residential mortgage in the amount of ninety-seven percent (97%) of the purchase price, taxes, insurance and, as applicable, private mortgage insurance and homeowners' association payments) for the Home would total not more than thirty-three percent (33%) of household income with a family size equal to the product of 1.5 multiplied by the number of bedrooms in the Home whose income is equal to one hundred twenty percent (120%) AMI. For purposes of this definition, interest shall be calculated as the 520 week average of interest rates, as calculated by the City based on data provided annually by the Federal Home Loan Mortgage Corporation (Freddie Mac) or any successor organization thereto.

"Agent" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer or its contractors or Affiliates.

"Agreement" is defined in the Preamble.

"AMI" means the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor organization thereto.

"Budget" is defined in Section 9.

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"City" is defined in the Preamble.

"City Junior Mortgage" is defined in Section 15.3(d).

"Closing" means the closing on the conveyance of one or more City Lots in accordance with this Agreement.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DOH or any successor City department, and any authorized designee.

"Construction and Compliance" means DOH's Construction and Compliance Division or any successor division thereto.

"Construction Reports" is defined in Section 13.

"Construction Schedule" is defined in Section 13.

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

"Deed" is defined in Section 6.1.

"Developer" is defined in the Preamble.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer Affiliates.

"DOH" is defined in the Preamble.

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

"Effective Date" is defined in the Preamble.

"Environmental Law(s)" means any all Laws pertaining to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, and unencumbered by any other obligation.

"Event of Default" is defined in Section 19.2.

"General Contractor" means the general contractor selected by the Developer for the Project.

"Hazardous Substance(s)" is defined in 415 ILCS 5/3.215, as amended from time to time.

"Land Value Lien" is defined in Section 3.

"Land Value Lien Amount" is defined in Section 3.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, injunctions, consent decrees or judgments.

"Lender(s)" means Reclaiming Chicago NFP, an Illinois not for profit corporation, or any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

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

"Market Valuation" means the value of a City Lot as determined by an independent market value assessment of lots in neighborhood subareas.

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"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.

"Party(ies)" means the City, the Developer, or both, as applicable.

"Principal Residence" means an owner's primary or principal residence that the owner actually occupies on a regular basis. A Principal Residence does not include any housing unit used as an investment property, as a recreational home or a home in which fifteen percent (15%) or more of its total area is used for a trade or business.

"Proof of Financing" means proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing, in amounts adequate to complete the Project and satisfy its

obligations under this Agreement. The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

"Qualified Household" means a person or group of people whose household income does not exceed one hundred forty percent (140%) of AMI as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor organization thereto.

"Released Claims" is defined in Section 22.

"Title Company" means _____.

"Title Commitment" is defined in Section 7.

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

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

**SECTION 3. PURCHASE PRICE.**

The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the sum of $1.00 per City Lot ("Purchase Price"). For purposes of this Agreement, the Market Valuation for each City Lot is listed on Exhibit A attached hereto. The Developer acknowledges that upon the recording of this Agreement, the City shall have a lien against each City Lot conveyed pursuant hereto in the amount of the Market Valuation of such City Lot, as set forth on Exhibit A (the "Land Value Lien"). The Market Valuation of each City Lot, up to the first $50,000 in value, is the "Land Value Lien

Amount." When the Developer conveys a Home to a homebuyer, the Land Value Lien Amount shall be secured by the City Junior Mortgage (as defined below).

**SECTION 4. CLOSING.**

The Closing shall take place at the downtown offices of the Title Company within fifteen (15) Business Days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, unless DOH, in its sole discretion, waives such conditions (the "Closing Date"); provided, however, in no event shall the Closing Date occur any later than _____ (the "Outside Closing Date"), unless the Commissioner of DOH, in the Commissioner's sole discretion, extends such Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement.

**SECTION 5. NOTIFICATION TO ASSESSOR OF CHANGE IN USE AND OWNERSHIP.**

Prior to the Closing Date for any City Lot, the Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the applicable City Lot. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, the Developer shall forward a copy of the return receipt to DOH, with a copy to the City's Corporation Counsel's office.

**SECTION 6. CONVEYANCE OF TITLE.**

6.1 Form of City Deed. The City shall convey each City Lot to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

(a) the Redevelopment Plan for the Redevelopment Area;

(b) the standard exceptions in an ALTA title insurance policy;

(c) general real estate taxes and any special assessments or other taxes;

(d) all easements, encroachments, covenants and restrictions of record and not shown of record;

(e) such other title defects as may exist; and

(f) any and all exceptions caused by the acts of the Developer or its Agents.

6.2 Recording. At the Closing, the Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Lot to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender

Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On each Closing Date, at the City's request, the Developer shall execute and deliver a Reconveyance Deed to the City to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the applicable City Lot and all improvements thereon in the City in accordance with Section 19 hereof.

**SECTION 7. TITLE AND SURVEY.**

7.1 Title Commitment and Insurance. Not less than fifteen (15) Business Days before any Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the applicable City Lot, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), obtaining title insurance (which shall be in the Developer's discretion, provided the City shall have no obligations or liabilities in connection with resolving title defects or other title matters post-Closing) and recording this Agreement. The Developer shall also pay all escrow fees and other closing costs.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to any City Lot or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing the same, a City Lot remains subject to any tax liens, or if a City Lot is encumbered with any other exceptions that would adversely affect the use and insurability of the City Lot for the development of the Project, the Developer shall have the option to terminate this Agreement with respect to such City Lot. If the Developer does not elect to terminate this Agreement with respect to such City Lot as aforesaid, then the Developer shall be deemed to have accepted title subject to all exceptions.

**SECTION 8. BUILDING PERMITS AND OTHER GOVERNMENTAL APPROVALS.**

The Developer shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") for the first Home within two (2) months after conveyance of the City Lot, unless DOH, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence

**SECTION 9. PROOF OF FINANCING.**

Not less than fifteen (15) Business Days prior to each Closing Date, the Developer shall submit to DPD for approval a final budget for the Home(s) to be constructed on the applicable City Lot(s) (the "Budget") and proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in amounts adequate to complete the Home(s) and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include

binding commitment letters, resolutions, or loan documents from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

**SECTION 10. CONDITIONS PRECEDENT TO CLOSING.**

The obligation of the City to convey each City Lot to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DOH in its sole discretion) at least fifteen (15) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DOH, and DOH has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing. The Developer has submitted to DOH, and DOH has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof.

10.3 Title. On the Closing Date for any City Lot, the Developer shall furnish the City with a copy of the Title Commitment for the City Lot.

10.4 Insurance. The Developer has submitted to the City evidence of insurance for the City Lot. The City shall be named as an additional insured on all liability insurance policies from the Closing Date through the date the City confirms completion of the Project.

10.5 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of its operating agreement or bylaws, as certified by its manager or secretary; resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.6 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.7 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the City Lot to the City for possible recording in accordance with Section 19 below, if applicable.

10.8 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

10.9 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement.

10.10 Due Diligence (First Closing Only). The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel:

(a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
(b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
(c) Federal Tax Lien Search, Illinois Secretary of State;
(d) UCC Search, Illinois Secretary of State;
(e) UCC Search, Cook County Recorder;
(f) Federal Tax Lien Search, Cook County Recorder;
(g) State Tax Lien Search, Cook County Recorder;
(h) Memoranda of Judgments Search, Cook County; and
(i) Pending Suits and Judgments, Circuit Court of Cook County.

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving such corporation, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

**SECTION 11. CONSTRUCTION REQUIREMENTS.**

11.1 Building Design. The Developer shall deliver design documents for the Homes to DOH for review and comment. Any material changes to the building designs for the Homes shall be submitted to DOH for further review and comment. The Developer shall submit all necessary documents to the City's DOB, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project. The Developer shall construct the Project in accordance with the final plans and specifications.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.3 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City

shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.4 Survival. The provisions of this Section 11 shall survive the Closing.

**SECTION 12. LIMITED APPLICABILITY.**

Any approval given by DOH pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's DOB or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

**SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT; PROGRESS REPORTS.**

The Developer shall commence construction of each Home in accordance with the schedule attached hereto as Exhibit B ("Construction Schedule"), and shall complete the Project no later than indicated in the Construction Schedule; provided, however, DOH, in its sole discretion, may extend the construction commencement and completion dates upon the Developer's written request, by executing a written extension letter. The Developer shall give written notice to the City within five (5) days after it commences construction of each Home, and, thereafter, shall provide written update reports for each Home upon the earlier of (i) 50% completion of the Home, or (ii) three (3) months following commencement of construction of the Home, whichever is earlier ("Construction Report"). The Construction Reports shall detail the Developer's progress in the construction of each Home and explain any inconsistencies with the Construction Schedule.

**SECTION 14. COMPLETION OF CONSTRUCTION.**

14.1 Upon completion of each of the Homes comprising the Project, the Developer shall deliver to the City a notice of closing ("Notice of Closing") in substantially the form attached hereto as Exhibit C and, prior to scheduling a closing for the sale of each Home, the City shall confirm with DOB that each Home has passed all inspections and that all permits have been closed. Upon the sale of a Home to a Qualified Household in accordance with Section 15.3 hereof, the City shall return the Reconveyance Deed to the Developer.

**SECTION 15. RESTRICTIONS ON USE.**

The Developer, for itself and its respective successors and assigns, covenants and agrees as follows:

15.1 Compliance with Redevelopment Plan. The Developer shall use the Property in compliance with the Redevelopment Plan.

15.2 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

15.3 Affordable Homes. The Developer shall develop and sell the Homes in accordance with the following provisions:

(a) The Developer shall ensure that each Home passes all required inspections and that all permits are closed prior to scheduling closing for the sale of each Home.

(b) The Developer shall sell the Homes in the Project to Qualified Households for an Affordable Price for their Principal Residences.

(c) The Developer must approve the income eligibility of the purchaser of each Home to confirm that the purchaser is a Qualified Household under the Program Ordinance and must submit to DOH an income qualification affidavit in a form acceptable to the City.

(d) At the closing of each Home, the Developer shall require the purchaser to execute a mortgage, security and recapture agreement in favor of the City (the "City Junior Mortgage"), in the form of Exhibit D to this Agreement, which shall also include the homebuyer's covenant to use the Home as the homebuyer's Principal Residence, and shall secure all amounts described in this Agreement as being subject to recapture or repayment. The Land Value Lien Amount shall thereafter reduce in five equal installments on each anniversary date of such conveyance, and after the fifth anniversary date shall be zero. The Land Value Lien, evidenced by the City Junior Mortgage, shall be junior to any First Mortgage, and any subsequent purchase money mortgage obtained by any homebuyer of a Home (if such homebuyer is a Qualified Household), and any refinancing of such purchase money mortgage, provided such refinancing is in an amount equal to or less than the homebuyer's purchase price for the Home.

(e) Pursuant to the BNAH Ordinance, as amended, and subject to availability of funds, the City may provide financial assistance in the form of forgivable grants to eligible homebuyers through DOH BNAH application process to income eligible homebuyers. At closing, a homebuyer qualifying for a grant under BNAH shall execute a 10-year affordable housing covenant and agreement to be recorded against the subject Home as a lien for the term of the grant.

(f) At the closing of each Home, the Developer shall deliver to the homebuyer a warranty of habitability. Said warranty of habitability shall have a duration of one year and shall be deemed to run with the land.

(g) The Developer shall give preference in selling accessible Homes, as that term is defined in Section 17-17-0202 of the Municipal Code, to people with disabilities pursuant to DOH policy. In addition, the Developer shall comply with the marketing plan

approved by DOH, and shall utilize solely those marketing materials approved by DOH either prior to or subsequent to the execution date of this Agreement for marketing the Homes to prospective homebuyers. The Developer agrees to place a sign on at least one of the City Lots stating that the Home was (or will be) constructed by the Developer pursuant to the City Lots for Working Families Program.

(h) The Developer shall refer each prospective homebuyer to pre-purchase counseling, which shall be offered either by DOH, a qualified community organization or lending institution. Each homebuyer must participate in pre-purchase counseling, and provide DOH with a certificate or other evidence of participation.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the use and affordability restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the public policy of creating affordable housing for working families, and that, but for such use and affordability restrictions, the City would not have agreed to convey the Property to the Developer.

**SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.**

Prior to the sale of the Homes to Qualified Buyers, the Developer may not, without the prior written consent of DOH, which consent shall be in DOH's sole discretion: (a) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Property or the Project or any interest therein; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges and agrees that DOH may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee.

**SECTION 17. MORTGAGES AND OTHER LIENS.**

17.1 Limitation upon Encumbrance of Project Site. Prior to the sale of the Homes to Qualified Buyers, the Developer may not, without the prior written consent of DOH, which consent shall be in DOH's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to completion of the Project, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated

to complete the Project (or such portion of the Project located on the land so transferred), and shall also be bound by the other covenants running with the land specified in Section 18.

**SECTION 18. COVENANTS RUNNING WITH THE LAND.**

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17 (Limitation Upon Encumbrance of Property), and Section 22.3 (Release and Indemnification), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

| Section | Covenant | Termination |
|---|---|---|
| §13 | Completion of Project | Upon confirmation from DOB that all inspections for the last Home passed and all its permits have been closed. |
| §15.1 | Redevelopment Plan Compliance | Upon expiration of Redevelopment Plan |
| §15.2 | Non-Discrimination | No limitation as to time |
| §15.3 | Affordable Homes | Upon sale of the Home to a Qualified Buyer and recording of the City Junior Mortgage |
| §16 | Sale/Transfer Prohibition | Upon sale of the Home to a Qualified Buyer and recording of the City Junior Mortgage |
| §17 | Limitation on Encumbrances | Upon sale of the Home to a Qualified Buyer and recording of the City Junior Mortgage |
| §22.3 | Environmental Release | No limitation as to time |

**SECTION 19. PERFORMANCE AND BREACH.**

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

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

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, or the making or any attempt to make any levy, seizure or attachment thereof;

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

(e) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

19.4 Default. If an Event of Default occurs hereunder, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to one or more City Lots in the City pursuant to the Reconveyance Deeds for such City Lots, provided, however, that the recording of a Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement, and further provided that the City shall have no right to record a Reconveyance Deed for any City Lot that has been improved with a Home following the sale of such Home to a bona fide purchaser. If a Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the applicable City Lot was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the City Lot during the period of time the City Lot was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records a Reconveyance Deed, such recording is effective for purposes of transferring title to the applicable City Lot to the City, subject only to those title exceptions that were on title as of the date of the

title commitment provided to the City pursuant to Section 7.1 and except for any mortgage authorized by this Agreement.

19.5 Resale of the Property. Upon the reconveyance of a City Lot to the City as provided in Section 19.4, the City may complete the Home at its own cost (if the Home has not been completed) or convey the City Lot to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Home or such other improvements as shall be satisfactory to DOH (if the Home has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells a City Lot as provided for in Section 19.5, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

(a) the fair market value of the City Lot as if it were vacant, which fair market value shall be calculated at the time of sale; and

(b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Lot (less any income derived by the City from the City Lot in connection with such management); and

(c) all unpaid taxes, assessments, and water and sewer charges assessed against the City Lot; and

(d) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and

(e) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and

(f) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

**SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No

agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

**SECTION 21. INDEMNIFICATION.**

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (each, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to pay contractors, subcontractors or material suppliers undisputed amounts owed in connection with the construction and management of the Project; (c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or any Agent or Affiliate of the Developer; (d) the Developer's failure to cure any material misrepresentation in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the first Closing. Notwithstanding the foregoing, no Indemnitee, shall be indemnified for claims to the extent arising out of such Indemnitee's breach of this Agreement or negligence. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

**SECTION 22. ENVIRONMENTAL MATTERS.**

22.1 "AS IS" SALE. THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY HAVE HAD OR WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PROPERTY AND ACCEPT THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY. THE DEVELOPER PARTIES AGREE TO ACCEPT THE PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE SUITABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER PARTIES ACKNOWLEDGE THAT THEY ARE RELYING SOLELY UPON THEIR OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER PARTIES AGREE THAT IT IS THEIR SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Review.

(a) 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 Property. The Developer acknowledges and agrees that the Developer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to the Developer for inspection and copying upon request.

(b) Limited Nature of City's Limited Review. The Developer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the Property are consistent with the Bureau's summary of its Limited Review. The Developer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of the Review Documents was limited. The Developer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. The Developer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Property.

(c) Historic Contamination of Urban Land. The Developer 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. The Developer 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).

22.3 Discovered Environmental Conditions. If Developer encounters any evidence of contamination exceeding the requirements of 35 Ill. Adm. Code Section 742.305 (Contaminant Source and Free Product Determination), Developer shall remove such contamination from the Property, and shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to such removal work. In addition, Developer shall remove and close any underground storage tanks ("USTs") it may encounter in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any leaking USTs in accordance with 35 Ill. Adm. Code Part 734.

22.4 Release and Indemnification. The Developer, on behalf of itself and the Developer Parties, shall be deemed to release, relinquish and forever discharge the City, its officers, agents and employees, from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date for each City Lot, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the applicable City Lot 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 the 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 CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, upon the Closing, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City and its officers, agents and employees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 above shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer Parties acknowledge and agree that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or any of the Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer nor any of the Developer Parties will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims.

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

**SECTION 23. EMPLOYMENT OPPORTUNITY.**

The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

23.1 Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

23.2 To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

23.3 The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

23.4 The Developer, in order to demonstrate compliance with the terms of this Section 23, 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.

23.5 The Developer and each Employer shall include the foregoing provisions of this Section 23 in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

23.6 Failure to comply with the employment obligations described in this Section 23 shall be a basis for the City to pursue remedies under the provisions of Section 19.

**SECTION 24. REPRESENTATIONS AND WARRANTIES.**

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) The Developer is an Illinois not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois, with full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer knows of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay their debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

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

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes and Environmental Laws; or (ii) any building permit, restriction of record or other agreement affecting the Property.

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

(j) Neither the Developer nor any Affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until completion of the Project.

**SECTION 25. NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

| | |
|---|---|
| If to the City: | City of Chicago<br>Department of Housing<br>121 North LaSalle Street, Room 1000<br>Chicago, Illinois 60602<br>Attn: Commissioner |
| With a copy to: | City of Chicago<br>Department of Law<br>121 North LaSalle Street, Suite 600<br>Chicago, Illinois 60602<br>Attn: Real Estate and Land Use Division |
| If to the Developer: | Claretian Associates Inc.<br>3039 East 91st Street<br>Chicago, Illinois 60617 |

Attn: Angela Hurlock

With a copy to: _____
_____
_____
Attn:

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

**SECTION 26. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and

domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to the Mayor's political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to the Mayor's political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal

Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;
(B) joint credit account;
(C) a joint checking account;
(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

**SECTION 28. INSPECTOR GENERAL AND LEGISLATIVE INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

**SECTION 29. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DOH. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

**SECTION 30. 2014 CITY HIRING PLAN.**

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by the OIG.

**SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.**

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

**SECTION 32. MISCELLANEOUS.**

The following general provisions govern this Agreement:

32.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

32.2 Cumulative Remedies. The remedies of any party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such party or hereafter existing at law or in equity, unless specifically so provided herein.

32.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

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

32.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party benefited by such term.

32.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.7 Force Majeure. Neither the City, 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 a delay due to unforeseeable events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

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

32.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32.10 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.13 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.14 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.15 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the parties.

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

**CITY'S SIGNATURE PAGE**

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

**CITY OF CHICAGO**, an Illinois municipal corporation

By:_____
Lissette Castañeda
Commissioner
Department of Housing

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lissette Castañeda, the Commissioner of the Department of Housing of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City as her free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 202__.

_____
NOTARY PUBLIC

**DEVELOPER'S SIGNATURE PAGE**

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

**CLARETIAN ASSOCIATES INC.**, an Illinois not-for-profit corporation

By:_____

Name: _____

Its:_____

STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of **CLARETIAN ASSOCIATES INC.**, an Illinois not-for-profit corporation (the "Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument pursuant to authority given by the Developer, as her/his free and voluntary act and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 202__.

_____
NOTARY PUBLIC

(Sub)Exhibits "A", "B", "C" and "D" referred to in this Agreement for the Sale and Redevelopment of Land read as follows:

*(Sub)Exhibit "A".*
(To Agreement For The Sale And Redevelopment Of Land)

*Legal Description Of Property And Its Market Value.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

Parcel 1.

Lot 7 in Block 28 in the subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8816 South Buffalo Avenue
Chicago, Illinois 60628.

Permanent Index Number:

26-05-102-029-0000.

Market Value:

$10,517.00.

Parcel 2.

Lot in Block 28 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8818 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-030-0000.

Market Value:

$10,517.00.

Parcel 3.

Lot 10 in Block 28 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8822 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-032-0000.

Market Value:

$10,517.00.

Parcel 4.

Lot 11 in Block 28 in Calumet and Chicago Canal and Dock Company's Subdivision of parts of fractional Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8824 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-033-0000.

Market Value:

$10,500.00.

Parcel 5.

Lot 12 in Block 28 in Calumet and Chicago Canal and Dock Company's Subdivision of parts of fractional Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8828 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-034-0000.

Market Value:

$10,517.00.

Parcel 6.

Lot 13 in Block 28 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of the Indian Boundary Line and that part of

fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8830 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-035-0000.

Market Value:

$10,517.00.

Parcel 7.

Lot 15 in Block 28 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8836 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-037-0000.

Market Value:

$10,517.00.

Parcel 8.

Lot 16 in Block 28 in subdivision by Calumet and Chicago Canal and Dock Company of parts of the fractional half of Section 6, and fractional Section 5, in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8838 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-038-0000.

Market Value:

$10,517.00.

Parcel 9.

Lot 17 in Block 28 of the subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Section 5 and fractional Section 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8840 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-039-0000.

Market Value:

$10,517.00.

Parcel 10.

Lot 18 in Block 28 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of the east half of the west half and parts of the east fractional half of fractional Section 6, north of Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8842 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-102-040-0000.

Market Value:

$10,517.00.

Parcel 11.

Lot 29 in Block 36 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company of the east half and parts of the east fractional half of fractional Section 6, north of Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8943 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-105-018-0000.

Market Value:

$8,792.00

Parcel 12.

Lot 28 in Block 36 in South Chicago, being a subdivision by the Calumet and Chicago Canal and Dock Company, of the east half and parts of the east fractional half of fractional Section 6, north of Indian Boundary Line and that part of fractional Section 6, south of the Indian Boundary Line, lying north of the Michigan Southern Railroad and fractional Section 5, north of the Indian Boundary Line, all in Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

8945 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-105-019-0000.

Market Value:

$8,792.00

Parcel 13.

Lot 14 in Block 66 in the subdivision made by the Calumet and Chicago Canal and Dock Company of parts of fractional Sections 5 and 6, Township 37 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

9118 South Buffalo Avenue
Chicago, Illinois 60617.

Permanent Index Number:

26-05-112-019-0000.

Market Value:

$8,805.00

*(Sub)Exhibit "B".*
(To Agreement For The Sale And Redevelopment Of Land)

*Construction Schedule.*

| PIN | Address | Anticipation Construction Commencement | Anticipated Construction Completion |
|---|---|---|---|
| 26-05-102-029-0000 | 8816 South Buffalo Avenue | | |
| 26-05-102-030-0000 | 8818 South Buffalo Avenue | | |
| 26-05-102-032-0000 | 8822 South Buffalo Avenue | | |
| 26-05-102-033-0000 | 8824 South Buffalo Avenue | | |
| 26-05-102-034-0000 | 8828 South Buffalo Avenue | | |
| 26-05-102-035-0000 | 8830 South Buffalo Avenue | | |
| 26-05-102-037-0000 | 8836 South Buffalo Avenue | | |

| PIN | Address | Anticipation Construction Commencement | Anticipated Construction Completion |
|---|---|---|---|
| 26-05-102-038-0000 | 8838 South Buffalo Avenue | | |
| 26-05-102-039-0000 | 8840 South Buffalo Avenue | | |
| 26-05-102-040-0000 | 8842 South Buffalo Avenue | | |
| 26-05-105-018-0000 | 8943 South Buffalo Avenue | | |
| 26-05-105-019-0000 | 8945 South Buffalo Avenue | | |
| 26-05-112-019-0000 | 9118 South Buffalo Avenue | | |

*(Sub)Exhibit "C".*
(To Agreement For The Sale And Redevelopment Of Land)

*Notice Of Closing.*

City of Chicago
Department of Housing
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

Attention: Whitni Mungin

Re: Notice of Closing
Address: _____

Please be advised that Claretian Associates, Inc. has completed the construction of a home at the above-referenced location in accordance with that certain Agreement for the Sale and Redevelopment of Land dated as of _____, 20___, and recorded with the Office of the Clerk of Cook County, Illinois, Recordings Division, on _____, 20___, as Document Number _____ ("Redevelopment Agreement"), and would like to schedule a closing on _____, 20___.

Claretian Associates, Inc.,
an Illinois not-for-profit corporation

By: _____

Name: _____

Its: _____

*(Sub)Exhibit "D".*
(To Agreement For The Sale And Redevelopment Of Land)

*Junior Mortgage.*

**MORTGAGE, SECURITY AND RECAPTURE AGREEMENT, INCLUDING RESIDENCY, TRANSFER AND FINANCING COVENANTS**
(City Lots For Working Families)

| | APPLICABLE SUBSIDIES (Enter Amount or "None") | |
|---|---|---|
| A. | Land Fair Market Value | $_____ |
| B. | Recapture Amount (Up to $50,000) | $_____ |
| C. | Additional Recapture Agreement (Land Value in Excess of $50,000) | None |
| D. | TOTAL RECAPTURE AMOUNT (B+C) | $_____ |

This Mortgage, Security and Recapture Agreement, Including Residency, Transfer and Financing Covenants ("Mortgage") is made as of _____, 202__. from _____ ("Mortgagor") to the City of Chicago, an Illinois municipal corporation, acting by and through its Department of Housing (together with any successor department thereto, ("DOH"), having its principal office at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Mortgagee").

**RECITALS**

A. The City Council of the City, by ordinance adopted November 8, 2017, and published in the Journal of Proceedings of the City Council for such date at pages 59287-59295, established the City Lots for Working Families Program ("Program") in recognition of the shortage of decent housing affordable to working families within the City and to encourage the use of vacant, unused parcels of land located in various neighborhoods of the City for the development of new owner-occupied homes.

B. Pursuant to the objectives of the Program, the City and Claretian Associates Inc., an Illinois not-for-profit corporation ("Developer"), executed the Redevelopment Agreement, whereby Developer redeveloped that certain real property legally described on **Exhibit 1** attached hereto ("Land") by constructing a single-family housing unit ("Home") improving the Land.

C. When the City sold and conveyed the Land to the Developer, the Land had a fair market value of approximately $_____.

D. Pursuant to the Program and the Redevelopment Agreement, the City sold and conveyed the Land to the Developer for the sum of One Dollar ($1.00).

E. Pursuant to the Program and the Redevelopment Agreement, the fair market value of the land up to the first Fifty Thousand Dollars ($50,000) constitutes and is referred to hereinafter as the "Recapture Amount" and the amount by which the Land's fair market value exceeds Fifty Thousand Dollars ($50,000) (if at all) constitutes and is referred to hereinafter as the "Additional Recapture Amount." The Recapture Amount and the Additional Recapture Amount for this Home are more specifically defined in Section I below.

F. The City's agreement to sell the Land to the Developer for $1.00 was conditioned upon the Developer's undertaking to construct the Home and then sell the Home to a Qualified Household for an Affordable Price for its Principal Residence, subject to Mortgagor's execution of this Mortgage, which secures certain performance and payment covenants intended to assure that the City achieves the affordable housing objectives of the Program.

G. As a result of the land value write-down described above, the Mortgagor has been given the opportunity to buy the Home for an Affordable Price for its Principal Residence (which Affordable Price does not include the Recapture Amount or, if applicable, the Additional Recapture Amount).

H. Mortgagor has covenanted to Mortgagee herein that it meets the income eligibility requirements to participate as an initial homebuyer under the Program.

I. Pursuant to the terms of the Redevelopment Agreement, Developer now proposes to convey the Land and the completed Home to Mortgagor as the initial homebuyer and Mortgagor desires to execute this Mortgage.

**NOW, THEREFORE,** to secure the performance and observance by Mortgagor of all the terms, covenants and conditions described herein, and in order to charge the properties, interests

and rights hereinafter described with such consideration, Mortgagor has executed and delivered the Mortgage and does hereby grant, convey, assign, mortgage, grant a security interest in, and confirm unto Mortgagee and its successors and assigns forever, all of the following described property (which is hereinafter sometimes referred to as "Mortgaged Property":

(A) The Land;

(B) All structures and improvements of every nature whatsoever now or hereafter situated on the Land, including, without limitation, the Home, all fixtures of every kind and nature whatsoever which are or shall be attached to said buildings, structures or improvements, and now or hereafter owned by Mortgagor, including all extensions, additions, improvements, betterments, renewals and replacements of any of the foregoing ("Improvements");

(C) All rents and issues of the Land and Improvements from time to time and all of the estate, right, title, interest, property, possession, claim and demand at law, as well as in equity of Mortgagor, in and to the same;

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto Mortgagee, its successors and assigns, to its own proper use, benefit and advantage forever, subject, however, to the terms, covenants and conditions herein;

WITHOUT limitation of the foregoing, Mortgagor hereby further grants unto Mortgagee, pursuant to the provisions of the Uniform Commercial Code of the State of Illinois, a security interest in any of the above-described Improvements, which are or are to become fixtures.

THIS MORTGAGE IS GIVEN TO SECURE: (a) payment of the Recapture Amount and, if applicable, the Additional Recapture Amount, (b) performance of residency, transfer and financing covenants described herein and in **Exhibit 2** attached hereto, and (c) the payment and performance of all other obligations, covenants, conditions and agreements contained herein and in any other agreement, document or instrument to which reference is expressly made in the Mortgage.

**SECTION I**

**INCORPORATION OF RECITALS; DEFINITIONS**

The recitals set forth above constitute an integral part of this Mortgage and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties. Capitalized terms not otherwise defined herein shall have the meanings set forth in that certain City Lots for Working Families Redevelopment Agreement, dated as of _____, 20__, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on _____, 20__, as document no. _____ ("Redevelopment Agreement"). In addition, as used herein, the following capitalized terms shall be defined as follows:

"Additional Recapture Amount" shall mean the amount, if any, set forth in Row C of the Applicable Subsidies Table on page 1 of this Mortgage, plus, (b) simple interest thereon at three percent (3%) per annum, which entire amount shall be subject to repayment if the Home is sold to a homebuyer during the thirty (30) year period commencing on the Purchase Date, unless such sale

is to a Qualified Household who purchases the Home for an Affordable Price, as determined by the City's Department of Housing at the time of such resale, for its Principal Residence.

"Affordability Period" shall mean the five (5) year period commencing on the Purchase Date, so long as there is no Additional Recapture Amount, in which case the Affordability Period would mean the thirty (30) year period commencing on the Purchase Date.

"Affordable Price" shall mean an amount less than or equal to the price at which monthly homeownership costs (including principal and interest on a 30-year fixed rate residential mortgage in the amount of ninety-five percent (95%) of the purchase price, taxes, insurance and, as applicable, private mortgage insurance and homeowners' association payments) for the Home would total not more than thirty percent (30%) of household income with a family size equal to the product of 1.5 multiplied by the number of bedrooms in the Home whose income is equal to one hundred twenty percent (120%) AMI. For purposes of this definition, interest shall be calculated as the higher of: (a) the current interest rate, as published in the *Chicago Tribune* or comparable newspaper and rounded up to the nearest quarter point; or (b) the 10-year average of interest rates, as calculated by the City based on data provided annually by the Federal National Mortgage Association or any successor organization thereto.

"AMI" shall mean the median household income for the Chicago Primary Metropolitan Statistical Area as calculated and adjusted for household size from time to time by the U.S. Department of Housing and Urban Development or any successor department thereto.

"Qualified Household" shall mean a person or group of people whose household income does not exceed one hundred forty percent (140%) AMI.

"Principal Residence" shall mean an owner's primary or principal residence that the owner actually occupies on a regular basis. A Principal Residence does not include any housing unit used as an investment property, as a recreational home or a home in which fifteen percent (15%) or more of its total area is used for a trade or business.

"Recapture Amount" shall mean the amount set forth in Row B of the Applicable Subsidies Table on page 1 of this Mortgage, but which shall decline proportionately (i.e., by twenty percent (20%) of the original amount) on each anniversary date of the Purchase Date, and after the fifth ($5^{th}$) anniversary date shall equal zero dollars ($0.00).

"Purchase Date" shall mean the date on which the Mortgagor purchased the Mortgaged Property.

"Total Recapture Amount" shall mean (a) the amount set forth in Row C of the Applicable Subsidies Table on page 1 of this Mortgage, which shall decline proportionately (i.e. by twenty percent (20%) of the original amount) on the first, second, third, fourth, and fifth anniversary dates of the Purchase Date, and after such fifth anniversary date, shall equal zero dollars ($0.00), and (b) the Additional Recapture Amount, if any, including the interest set forth in the definition of Additional Recapture Amount hereinabove.

**SECTION II**

**COVENANTS, REPRESENTATIONS, AND WARRANTIES**

Mortgagor covenants and agrees with Mortgagee that:

2.1 Taxes and Assessments.

(a) Mortgagor will pay when due all general taxes and assessments, special assessments, water charges and all of the charges against the Mortgaged Property and shall, upon written request, furnish to Mortgagee receipts evidencing payment thereof, provided that Mortgagor, in good faith and with reasonable diligence, may contest the validity or amount of any such taxes, assessments or charges, provided that during any such contest the enforcement of the lien of such taxes, assessments or charges is stayed.

(b) Mortgagor will not suffer (unless bonded or insured over) any mechanic's, laborer's, materialmen's, or statutory lien to remain outstanding upon any of the Mortgaged Property. Mortgagor may contest such lien, provided that Mortgagor shall first post a bond in the amount of the contested lien, or provide title insurance over such contested lien, and further provided that Mortgagor shall diligently prosecute the contested lien and cause the removal of the same.

2.2 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured in such amounts and against such risks as required of Mortgagor by the Senior Lender (as hereinafter defined), paying the premiums for said insurance as they become due. Policies of insurance shall name Mortgagee as an additional insured. All policies of insurance shall provide that the same shall not be cancelled, except upon thirty (30) days prior written notice to Mortgagee.

2.3 Maintenance of the Property.

(a) Mortgagor shall preserve and maintain the Mortgaged Property in good condition and repair, will not commit or suffer any waste thereof, and will keep the same in a clean, orderly and attractive condition. Mortgagor shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.

(b) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, Mortgagor will immediately give written notice of the same to Mortgagee.

(c) Mortgagee or its representatives shall have the right to inspect the Mortgaged Property to assure compliance with the terms of this Mortgage.

(d) Mortgagor shall promptly comply, and cause the Mortgaged Property to comply, with all present and future laws, ordinances, orders, rules and regulations and other requirements of any governmental authority affecting the Mortgaged Property or any part thereof and with all instruments and documents of record or otherwise affecting the Mortgaged Property or any part thereof.

(e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, Mortgagor, subject to the rights of the insurer, will promptly restore the Mortgaged Property to the equivalent of its condition prior to the casualty, to the extent of any insurance proceeds made

available to Mortgagor for that purpose.

2.4 Subordination. The Mortgage shall be subject and subordinate in all respects to that certain mortgage dated as of even date herewith between Mortgagor and _____ ("Senior Lender") recorded with the Office of the Cook County Clerk to secure an indebtedness in the original principal amount not to exceed the Affordable Price ("Senior Mortgage") pursuant to the terms of the Redevelopment Agreement. This Mortgage shall also be subordinate to any subsequent mortgage that refinances the Senior Mortgage, so long as such refinancing is not in an original principal amount greater than the Affordable Price. Additionally, this Mortgage shall be subordinate to that certain housing grant and recapture agreement, including residency, transfer and financing covenants dated as of even date herewith between Mortgagor and the City securing mortgagee's obligations under the Building Neighborhoods and Affordable Homes Purchase Price Assistance program adopted by the City Council of the City by ordinance dated October 31, 2018, and published in the Journal of Proceedings of the City Council for such date at pages 87215-87221.

2.5 Income Eligibility. Mortgagor covenants to Mortgagee that it meets the income eligibility requirements established by the City pursuant to the Program in order to participate as a homebuyer under the Program.

2.6 Foreclosure of Senior Mortgage.

In the event of a transfer of title of the Mortgaged Property through foreclosure or recording of deed in lieu of foreclosure to the Senior Lender pursuant to the Senior Mortgage, Mortgagor acknowledges and agrees that the residency, transfer and financing covenants set forth in **Exhibit 2** attached hereto, and any other provisions contained herein restricting the sale and occupancy of the Mortgaged Property to buyers or occupants which meet the income eligibility requirements of the Program shall be released and shall have no further force or effect; provided, however, that all such covenants and affordability restrictions shall be revived according to the original terms if, during the applicable affordability period, the Mortgagor or any member of Mortgagor's household or family reacquires an ownership interest in the Mortgaged Property. Any other person (including the successors and/or assigns of Senior Lender) receiving title to the Mortgaged Property through a foreclosure or deed in lieu of foreclosure of the Senior Mortgage shall also receive title to the Mortgaged Property free and clear of such restrictions.

Further, if Senior Lender acquires title to the Mortgaged Property pursuant to a deed in lieu of foreclosure, the lien of this Mortgage and the restrictions contained herein shall automatically terminate upon the Senior Lender's acquisition of title to the Mortgaged Property, provided that: (i) the Senior Lender has given written notice to Mortgagor of a default under the Senior Mortgage in accordance with its terms, (ii) the Mortgagor shall not have cured the default under the Senior Mortgage within any applicable cure period(s) provided for therein; and (iii) any proceeds from any subsequent sale of the Mortgaged Property, if any, which Mortgagee is entitled to receive after payment of all amounts due pursuant to the Senior Mortgage and pursuant to this Mortgage, are paid to Mortgagee.

**SECTION III**

**RESIDENCY, TRANSFER, AND FINANCING COVENANTS**

Mortgagor also covenants to comply with the residency, transfer, and financing covenants set forth in **Exhibit 2,** which covenants are all materially related to the City's achievement of the affordable housing objectives of the Program.

**SECTION IV**

**DEFAULT**

4.1 Events of Default. The terms "Event of Default" or "Events of Default", wherever used in the Mortgage, shall mean any one or more of the following events:

(a) Mortgagor's breach of one or more of the residency, transfer or financing covenants set forth in **Exhibit 2**, which breach is not cured by Mortgagor within ten (10) business days of Mortgagor's receipt of written notice from Mortgagee of such breach; or

(b) Mortgagor's breach of any other material term, covenant, condition, or agreement of this Mortgage, which breach is not cured by Mortgagor within thirty (30) calendar days of Mortgagor's receipt of written notice from Mortgagee of such breach; provided, however, that in the event such default cannot reasonably be cured within such thirty (30) calendar day period and if Mortgagor has commenced efforts to cure, then the time to cure shall be extended so long as said party diligently continues to cure such default; or

(c) Any default continuing beyond all applicable cure periods under the Senior Mortgage that permits the Senior Lender to foreclose its lien thereunder.

4.2 Remedies

(a) If an Event of Default arising from a breach of one or more of the covenants set forth in **Exhibit 2** occurs during the Affordability Period (and unless the last paragraph of such exhibit applies) (such a default, a "Recapture Default"), the Recapture Amount shall become immediately due and payable and subject to recapture without further notice or demand and the Mortgagee shall be entitled to immediate payment of such Recapture Amount; and

(b) If a Recapture Default or any other Event of Default occurs, Mortgagee shall also be entitled to declare all other amounts secured hereby immediately due and payable without further notice or demand and shall have such rights and remedies as may be available at law or at equity, including, without limitation, and subject to the rights of the Senior Lender, the right to foreclose the lien hereof. The Mortgage and the right of foreclosure hereunder shall not (to the extent permitted by law) be impaired or exhausted by any foreclosure of the Senior Mortgage, and may be foreclosed successively and in parts, until all the Mortgaged Property has been foreclosed against. In any such foreclosure, or upon the enforcement of any other remedy of Mortgagee hereunder, there shall be allowed and included as additional indebtedness, all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs involved in title insurance and title examinations. All expenditures and expenses of the nature in this Section

4.2(b) mentioned, and such expenses and fees as may be incurred in the protection of the Mortgaged Property and the maintenance of the lien of the Mortgage, including the reasonable fees of any attorney employed by Mortgagee in any litigation or proceeding affecting the Mortgage, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor, with interest thereon at the lesser of the highest rate permitted by law or fifteen percent (15%) per annum, and shall be secured by the Mortgage. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in the following order of priority: (i) on account of all costs and expenses incidental to the foreclosure proceedings, including all such items as are mentioned in this section; (ii) repayment of any indebtedness secured by any permitted Senior Mortgage or a permitted refinancing thereof; (iii) all recapture amounts and other amounts due under this Mortgage; and (iv) any remaining amounts due to Mortgagor, its successors or assigns, as their rights may appear.

4.3 Mortgagor Waivers. Mortgagor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of the Mortgage, but hereby waives the benefit of such laws. Mortgagor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Mortgaged Property marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety.

4.4 Additional Mortgagee Rights. Upon any other entering upon or taking of possession of the Mortgaged Property after the occurrence of an Event of Default other than by means of a foreclosure, Mortgagee, subject to the rights of the Senior Lender, may hold, use, manage and control the Mortgaged Property and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property required in connection therewith; (ii) insure or keep the Mortgaged Property insured; (iii) manage the Mortgaged Property and exercise all the rights and powers of Mortgagor to the same extent as Mortgagor could in its own name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Mortgagee, all as Mortgagee from time to time may reasonably determine to be to its best advantage. Mortgagee may collect and receive all the rents, issues, profits and revenues of the same, including those past due as well as those accruing thereafter, and, after deducting to the extent reasonable: (a) expenses of taking, holding and managing the Mortgaged Property (including compensation for the services of all persons employed for such purposes); (b) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, and purchases and acquisitions; (c) the cost of such insurance; (d) such taxes, assessments and other similar charges as Mortgagee may determine to pay; (e) other proper charges upon the Mortgaged Property or any part thereof; and (f) the reasonable compensation, expenses and disbursements of the attorneys and agents of Mortgagee, shall apply the remainder of the monies and proceeds so received by Mortgagee first to payment of accrued interest; and second to the payment of principal. The balance of such funds, if any, after payment in full of all of the aforesaid amounts, shall be paid to Mortgagor.

4.5 Right to Receiver. Subject to the rights of the Senior Lender, if an Event of Default shall have occurred, Mortgagee, upon application to a court of competent jurisdiction, shall be

entitled to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall otherwise have all the rights and powers to the fullest extent permitted by law.

4.6 Purchase by Mortgagee. Upon any foreclosure sale, Mortgagee may bid for and purchase the Mortgaged Property and shall be entitled to apply all or any part of the indebtedness secured hereby as a credit to the purchase price; provided, however, that the Senior Lender has been paid in full.

4.7 Remedies Cumulative. No right, power or remedy conferred upon or reserved to Mortgagee by the Mortgage is intended to be exclusive of any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity, or by statute.

4.8 No Waiver By Mortgagee. No delay or omission of Mortgagee or of any holder of this Mortgage to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power, and remedy given by the Mortgage to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. No consent or waiver, expressed or implied, by Mortgagee to or of any breach or Event of Default by Mortgagor in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or Event of Default in the performance of the same or any other obligations of Mortgagor hereunder. Failure on the part of Mortgagee to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by Mortgagee of its rights hereunder or impair any rights, powers, or remedies on account of any breach or default by Mortgagor.

**SECTION V**

**MISCELLANEOUS PROVISIONS**

5.1 Successors and Assigns. The Mortgage shall inure to the benefit of and be binding upon Mortgagor and Mortgagee and their respective legal representatives, successors, and assigns. Whenever a reference is made in the Mortgage to Mortgagor or to Mortgagee, such reference shall be deemed to include a reference to legal representatives, successors, and assigns of Mortgagor or Mortgagee, as applicable.

5.2 Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first-class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Housing
121 North LaSalle Street

Room 1000 - City Hall
Chicago, Illinois 60602
Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Real Estate Division

If to Mortgagor:

_____
_____
Chicago, Illinois 606__

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section shall constitute delivery.

5.3 Terminology. All personal pronouns used in the Mortgage, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles and sections are for convenience only and neither limit nor amplify the provisions of the Mortgage, and all references herein to sections shall refer to the corresponding sections of the Mortgage unless specific reference is made to such sections of another document or instrument.

5.4 Severability. If any provision of the Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Mortgage and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

5.5 Security Agreement. The Mortgage shall be construed as a "Security Agreement" within the meaning of and shall create a security interest under the Uniform Commercial Code as adopted by the State of Illinois with respect to any part of the Mortgaged Property which constitutes fixtures. Mortgagee shall have all the rights with respect to such fixtures afforded to it by said Uniform Commercial Code in addition to, but not in limitation of, the other rights afforded Mortgagee by the Mortgage or any other agreement.

5.6 Modification. No change, amendment, modification, cancellation, or discharge hereof, or of any part hereof, shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns. Mortgagor shall have no right to convey the Land into a land trust without obtaining the prior written consent of the Mortgagee.

5.7 No Merger. It being the desire and intention of the parties that the Mortgage and the lien hereof do not merge in fee simple title to the Mortgaged Property, it is hereby understood and agreed that should Mortgagee acquire any additional or other interests in or to said property or the ownership thereof, then, unless a contrary interest is manifested by Mortgagee as evidenced by an appropriate document duly recorded, the Mortgage and the lien hereof shall not merge in the fee simple title, toward the end that this Mortgage may be foreclosed as if owned by a stranger to the fee simple title.

5.8 Applicable Law. The Mortgage shall be interpreted, construed, and enforced under the laws of the State of Illinois.

5.9 Release of Mortgage. If: (a) Mortgagor is not then in default under this Mortgage and retains ownership of the Mortgaged Property until the expiration of the Affordability Period, or (b) Mortgagor conveys the Mortgaged Property, giving rise to an Event of Default, and Mortgagor pays Mortgagee the amount Mortgagee is entitled to receive pursuant to the provisions of Section 4.2(a) above, then Mortgagor shall be deemed to have fully complied with the provisions contained in this Mortgage. In such event, within thirty (30) days of receipt of a written request from Mortgagor, Mortgagee shall execute a release of the Mortgage in recordable form.

5.10 Further Assurances, Duty to Cooperate. Mortgagor, on request of Mortgagee, from time to time, covenants and agrees to execute and deliver such additional documents, amendments, agreements and undertakings as may be necessary to: correct any scrivener's error contained herein or in any related document; to perfect or to maintain as perfected valid lien(s) upon the Mortgaged Property any lien granted to Mortgagee under this Mortgage or under any other agreement or undertaking; or to more fully and accurately set forth and reflect the affordability requirements of the Program.

IN WITNESS WHEREOF, the undersigned has caused this Mortgage to be executed as of the day and year first above written.

MORTGAGOR:

_____

STATE OF ILLINOIS )
)
COUNTY OF COOK )

I, _____, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me as the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that s/he signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires _____.

[(Sub)Exhibit 1 referred to in this Junior Mortgage unavailable at time of printing.]

(Sub)Exhibit 2 referred to in this Junior Mortgage reads as follows:

*(Sub)Exhibit 2.*
(To Junior Mortgage)

*Residency, Transfer And Financing Covenants.*

In consideration of the Applicable Subsidy (or Subsidies) set forth on page one of this Mortgage that has (or have) enabled the Mortgagor to purchase the Mortgaged Property for the Affordable Price, Mortgagor covenants that it shall own the Mortgaged Property, shall not lease the Mortgaged Property and shall utilize the Home as Mortgagor's Principal Residence.

Notwithstanding the above, Mortgagor may at any time sell the Mortgaged Property to a subsequent homebuyer who meets the then applicable income eligibility requirements of the Program and who pays an Affordable Price under the then applicable affordability requirements of the Program, in each instance as determined by Mortgagee's Department of Housing (or any successor department thereto), provided such purchaser assumes the then-remaining obligations of Mortgagee under this Mortgage. In such event, no Event of Default shall exist, and no recapture amounts shall be due and payable, provided that such successor homebuyer assumes the obligations of the Mortgagor under this Mortgage in writing. After the expiration of the Affordability Period, neither the covenant above nor the provisions of this paragraph, shall apply.

*Exhibit "D".*
(To Ordinance)

*Fee Reductions And Waivers.*

Department Of Buildings.

Plan review fees, permit fees and field inspection fees are to be paid in full for the first Home of each Home type (i.e., Single-Family Home or Two-Flat). The fees paid for each successive Home type would be reduced by fifty percent (50%). This fee reduction is not applicable to electrical permits.

Department Of Housing.

Open Space Impact Fees are not waived. For the City Lots for Working Families Program, an Open Space Impact Fee of One Hundred Dollars ($100) per Home shall be assessed to the Developer to be paid to the City as a condition of issuance of a building permit.

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule. However, any private legal work, such as giving notice to nearby property owners if a zoning change is requested, is not waived.

Department Of Water Management.

Connection fees are waived. Inspection fees are waived. Tap fees are waived. Demolition fees for existing water tap are waived. Water liens against City Lots are waived. B-boxes, meters and remote readouts are not waived and need to be purchased.

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SALE OF VACANT CITY-OWNED PROPERTY AT 7149 S. DOBSON AVE. TO HABITAT FOR HUMANITY CHICAGO SUBJECT TO AMENDMENT OF REDEVELOPMENT AGREEMENT TO INCLUDE PROPERTY.

[O2025-0017569]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from the Department of Housing for the sale of vacant City-owned property at 7149 South Dobson Avenue to Habitat for Humanity Chicago subject to amendment of redevelopment agreement to include property (5th Ward) (O2025-0017569), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government 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 7149 South Dobson Avenue, Chicago, Illinois 60619, which is legally described on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, Habitat for Humanity Chicago, an Illinois not-for-profit corporation (the "Developer"), is the owner of the property located immediately adjacent to the Property at 7151 South Dobson Avenue, as legally described on Exhibit B (the "Adjacent Property"); and

WHEREAS, The Adjacent Property is one of 17 formerly City-owned lots (the "City Lots") that the Developer acquired, with the City's consent, from another developer to whom the City had previously sold the City Lots, as described in an ordinance adopted on February 23, 2022 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* at pages 44969 through 44983 (the "Consent to Transfer Ordinance"); and

WHEREAS, Pursuant to the Consent to Transfer Ordinance, the City and the Developer entered into that certain Agreement for the Redevelopment of Land dated as of April 17, 2024 and recorded in the Office of the Cook County Clerk, Recordings Division, on April 26, 2024, as Document Number 2411711004 (the "Redevelopment Agreement"), pursuant to which the Developer agreed to construct 17 single-family homes and duplexes on the City Lots (each, a "Home"); and

WHEREAS, The Developer has determined that the Adjacent Property is too small for a Home, and has submitted a proposal to the Department of Housing (the "Department") to purchase the Property for One and no/100 Dollar ($1.00) (the "Purchase Price") in order to assemble it with the Adjacent Property to construct a Home; and

WHEREAS, The Department desires to convey the Property to the Developer for the Purchase Price, subject to the execution of an amendment to the Redevelopment Agreement to include the Property ("First Amendment to RDA"); and

WHEREAS, Public notice advertising the Department's intent to sell the Property to the Developer and requesting alternative proposals appeared in the *Chicago Tribune* on December 4, 11, 18 and 25, 2024, and January 1, 2025; and

WHEREAS, No other responsive proposals were received by the deadline set forth 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 City Council hereby approves the sale of the Property in its "as is" condition to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or which is comprised of the same principal parties (the "Developer Entity") for the Purchase Price, subject to the execution of the First Amendment to RDA.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Developer Entity. Without limiting the quitclaim nature of the deed, the conveyance of the Property 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 Developer Entity or its agents. In addition, the deed shall include the following conditions and covenants, in substantially the form set forth below, 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 Developer Entity (referred to below as Grantee) and the Developer Entity's successors and assigns:

1. Historic Contamination Of Urban Land. Grantee acknowledges that soil and groundwater in urban areas, including Chicago, are frequently impacted by historic environmental contamination, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from surrounding property previously or currently used for gas stations, dry cleaners, or other commercial, industrial or manufacturing land uses; (d) unauthorized "fly" dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historic use of lead gasoline and from polluting industrial or manufacturing uses.

2. "As Is", "Where Is" And "With All Faults" Conveyance. Grantee acknowledges that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities 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 Grantee and Grantee's heirs, 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 and officials, 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.

SECTION 4. The Commissioner of the Department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the First Amendment to RDA and such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title or otherwise 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 be in full force and effect immediately upon its passage and approval.

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

*Exhibit "A".*

*Legal Description Of Property.*

Legal Description.

Lot 3 in McKinney's Resubdivision of Lots 27, 28 and 29 in Block 3 in Cornell, being a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast quarter) the north half of the northwest quarter, the south half of the northwest quarter, west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

7149 South Dobson Avenue
Chicago, Illinois 60619.

Permanent Index Number:

20-26-104-019-0000.

*Exhibit "B".*

*Legal Description Of Adjacent Property.*

Legal Description.

Lot 4 in McKinney's Resubdivision of Lots 27, 28 and 29 in Block 3 in Cornell, being a subdivision of the west half of Section 26 and the southeast quarter of Section 26 (with the exception of the east half of the northeast quarter of said southeast quarter) the north half of the northwest quarter, the south half of the northwest quarter, west of the Illinois Central Railroad and the northwest quarter of the northeast quarter of Section 35, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

7151 South Dobson Avenue
Chicago, Illinois 60619.

Permanent Index Number:

20-26-104-020-0000.

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SALE OF CITY-OWNED PROPERTY AT 506 -- 508 N. MONTICELLO AVE. TO CITIZENS BUILDING A BETTER COMMUNITY LLC WITH FINANCIAL ASSISTANCE OF FORGIVABLE TAX INCREMENT FINANCING LOAN.

[O2025-0017592]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from the Department of Housing for the sale of City-owned property at 506 -- 508 North Monticello Avenue to Citizens Building a Better Community LLC with financial assistance of forgivable Tax Increment Financing (TIF) loan (27th Ward) (O2025-0017592), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to ordinances adopted by the City Council of the City (the "City Council") on February 27, 2002, the City Council: (i) approved a certain redevelopment plan and project (the "Redevelopment Plan") for the Chicago Avenue/Central Park 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, By an ordinance adopted by the City Council of the City on May 4, 2011, the City authorized the Commissioner of the Department of Housing ("DOH") to establish the Vacant Building TIF Purchase and Rehabilitation Program ("TIF PR") to assist in the stabilization of neighborhoods and the City's housing market by providing assistance for the purchase and rehabilitation of vacant housing; and

WHEREAS, The TIF PR program is a City initiative which uses TIF funding as a forgivable loan for developers to purchase and rehabilitate residential properties within active TIF districts that have allocated money to be used for this purpose; and

WHEREAS, The Community Investment Corporation, an Illinois not-for-profit corporation ("CIC") administers TIF PR financing; and

WHEREAS, The City is the owner of the property located at 506 -- 508 North Monticello Avenue, Chicago, Illinois 60624, which is located in the Redevelopment Area and is legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, The City acquired the City Land through the Troubled Buildings Initiative ("TBI"), a tool to help reclaim and restore troubled and abandoned buildings that create dangerous and hazardous conditions for residents, neighbors and first responders; and

WHEREAS, The City Land is improved with an abandoned 14-unit residential building (the "Building") and is located in the Humboldt Park Community Area; and

WHEREAS, It is in the best interest of the City to rehabilitate the Building and promote and assist in the development of affordable rental housing; and

WHEREAS, In 2019, DOH solicited proposals through a Request For Proposals ("RFP") to rehabilitate the Building and turn it into needed affordable housing as part of the TBI; and

WHEREAS, The issuance of the RFP was published in the *Chicago Sun-Times*, a newspaper of general circulation, on August 26, 28 and 30, and September 2, 4, 6, 9, 11 and 13, 2019; and

WHEREAS, Citizens Building a Better Community LLC, an Illinois limited liability company ("Grantee"), was the only respondent to the RFP; and

WHEREAS, Grantee submitted a proposal to purchase the City Land and rehabilitate the Building in the same configuration of 14 one-bedroom, one-bathroom units for affordable rental ("Development"); and

WHEREAS, DOH reviewed Grantee's proposed Development and agreed to sell the City Land to Grantee; and

WHEREAS, The market value of the City Land based on a market valuation dated March 25, 2025, is $48,000 ("Purchase Price"); and

WHEREAS, DOH recommends the sale of the City Land to Grantee for the Purchase Price; and

WHEREAS, The estimated cost of the Development is $1.894 Million, which will be financed with a grant from CIC in the amount of $915,000 through the TIF PR Program and with developer equity; now, therefore,

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

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

SECTION 2. The City Council hereby approves the sale of the City Land to Grantee or a 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 the Deputy City Clerk is authorized to attest, a quitclaim deed conveying the City Land to the Grantee, or to a land trust of which the Grantee is the sole beneficiary, or to an entity of which the Grantee is the sole controlling party or which is comprised of the same principal parties ("Grantee Entity"). Without limiting the quitclaim nature of the deed, the conveyance of the City Land 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 Grantee or the Grantee's agents.

SECTION 4. The Commissioner of DOH (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 Land 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.

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

*Exhibit "A".*

*Legal Description Of City Land.*

(Subject To Final Survey And Title Commitment)

Legal Description:

Lots 21 and 22 in Block 10 in W.J. Morton's Subdivision of the east half of the northwest quarter of Section 11, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

506 -- 508 North Monticello Avenue
Chicago, Illinois 60624.

Property Index Number:

16-11-124-043-0000.

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DESIGNATION OF 1333 N. KINGSBURY ST. AS LOW AFFORDABILITY COMMUNITY.

[O2025-0017439]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from Alderperson Walter Burnett for the designation of 1333 North Kingbury Street as Low Affordability Community (27th Ward) (O2025-0017439), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding Section 15-178 (as the same may be hereafter amended, restated or supplemented from time to time, "Section 15-178"), to create a new program that provides a reduction in assessed value for property on which there is newly constructed and rehabilitated affordable rental housing ("Affordable Housing Special Assessment Program"); and

WHEREAS, Pursuant to Section 15-178, the Cook County Assessor's Office (the "Assessor") is implementing the Affordable Housing Special Assessment Program; and

WHEREAS, Pursuant to Section 15-178, the City may designate a jurisdiction within the City as a "Low Affordability Community" by passage of an ordinance specifying a census tract or property by permanent index number or numbers; and

WHEREAS, Pursuant to Section 15-178, residential real property located within a Low Affordability Community may be eligible for a reduction in assessed value for such property, upon successful application to the Assessor, if the owner of the residential real property commits that for a period of 30 years after the newly constructed residential real property or improvements to existing residential real property are put in service, at least

20 percent of the multifamily building's units will have rents that are at or below maximum rents as defined in Section 15-178 and are occupied by households with household incomes at or below maximum income limits as defined in Section 15-178; and

WHEREAS, Pursuant to the Citywide Affordable Rental Housing Analysis commissioned by the City in 2019, the City determined that 12 percent of year-round rental housing units in the Near North Side Community Area were affordable; and

WHEREAS, 1333 N. Kingsbury LLC, a limited liability company, intends to construct a building (the "1333 N. Kingsbury Project") which is anticipated to contain 272 dwelling units, of which 55 units shall be restricted for households whose annual income does not exceed the maximum income limits as defined in Section 15-178; and

WHEREAS, The 1333 N. Kingsbury Project will be located generally at 1333 North Kingsbury Street in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "1333 North Kingsbury") and is within the Near North Side Community Area; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby finds that the 1333 N. Kingsbury Project is a Low Affordability Community and specifies for the purposes of Section 15-178(c)(2) and Section 15-178(g) of the Property Tax Code (35 ILCS 200/15-178) the permanent index number(s) related to the real property described on Exhibit 1.

SECTION 3. The City Clerk and Department of Housing are hereby authorized to deliver a certified copy of this ordinance to the Assessor.

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

SECTION 5. This ordinance shall be effective upon passage and publication.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.*

*Legal Description Of 1333 N. Kingsbury Property.*

Legal Description:

Lots 19 to 30 in John A. Yales Subdivision of Block 72 in Elston's Addition to Chicago, in Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

1333 North Kingsbury Street
Chicago, Illinois 60642.

Property Identification Numbers (PIN):

17-05-225-020-0000; and

17-05-225-021-0000.

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DESIGNATION OF COMBINED UPTOWN AND EDGEWATER COMMUNITY NEIGHBORHOODS IN 48TH WARD AS STATUTORY LOW AFFORDABILITY COMMUNITY.

[SO2025-0016649]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from Alderperson Leni Manaa-Hoppenworth for the designation of 48th Ward as Low Affordability Community (SO2025-0016649), 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, Hadden, Silverstein -- 50.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding Section 15-178, as the same may be hereafter amended, restated or supplemented from time to time ("Section 15-178"), to create a new program that provides a reduction in assessed value for property on which there is newly constructed and rehabilitated affordable rental housing ("Affordable Housing Special Assessment Program"); and

WHEREAS, Pursuant to Section 15-178, the Cook County Assessor's Office (the "Assessor") is implementing the Affordable Housing Special Assessment Program; and

WHEREAS, Pursuant to Section 15-178(g), the City may designate a jurisdiction within the City as a "Low Affordability Community" by passage of an ordinance specifying a census tract or property by permanent index number or numbers; and

WHEREAS, Pursuant to Section 15-178, residential real property located within a Low Affordability Community may be eligible for a reduction in assessed value for such property, upon successful application to the Assessor, if the owner of the residential real property commits that for a period of 30 years after the newly constructed residential real property or improvements to existing residential real property are put in service, at least 20 percent of the multifamily building's units will have rents that are at or below maximum rents as defined in Section 15-178 and are occupied by households with household incomes at or below maximum income limits as defined in Section 15-178; and

WHEREAS, The City has determined that a substantial portion of year-round rental housing units in the Uptown and Edgewater Community Areas are not affordable and residents of these communities are facing displacement pressure due to the limited availability of affordable units; and

WHEREAS, The 48th Ward in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto is within the Edgewater and Uptown Community Areas; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby finds that the 48th Ward is a Low Affordability Community and specifies the census track numbers related to the 48th Ward on Exhibit 1 for the purposes of Section 15-178(c)(2) and Section 15-178(g) of the Property Tax Code (35 ILCS 200/15-178).

SECTION 3. The City Clerk and Department of Housing are hereby authorized to deliver a certified copy of this ordinance to the Assessor.

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

SECTION 5. This ordinance shall be effective upon passage and publication.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.*

*Legal Description.*

(Subject To Final Title And Survey)

Census Track Numbers:

-- 301.04

-- 301.03

-- 301.02

-- 301.01

-- 306.01

-- 306.04

-- 306.03

-- 307.01

-- 307.02

-- 307.06

-- 307.03

-- 313

-- 312

-- 308

-- 305

-- 302

Location commonly known as the 48th Ward.

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH BOARD OF TRUSTEES OF UNIVERSITY OF ILLINOIS FOR FIVE-YEAR EXTENSION OF LEASE FOR ADMINISTRATIVE AND HEALTH FACILITIES AND ALLOWING EXPANSION SPACE FOR FEDERAL GRANT-FUNDED DENTAL CLINIC AT 1713 S. ASHLAND AVE.

[O2025-0017522]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from the Department of Fleet and Facility Management for the first amendment to intergovernmental agreement with Board of Trustees of University of Illinois for five-year extension of lease for administrative and health facilities, allowing expansion space for federal grant-funded dental clinic at 1713 South Ashland Avenue (25th Ward) (O2025-0017522), 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.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the real property located at 1713 South Ashland Avenue, Chicago, Illinois (the "Property"); and

WHEREAS, The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("Tenant" or "University") and the City are parties to that certain Intergovernmental Agreement (Lease Number 20334) dated as of August 4, 2016 (the "Lease"). The City entered into the Lease pursuant to an ordinance that the City Council of the City (the "City Council") passed on May 18, 2016, which is published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 24456 through 24473. The Lease covers certain premises (the "Premises") consisting of approximately 6,400 square feet of clinical and general medical and administrative office space on the first floor of the building at the Property (the "Building"), as more particularly described in the Lease. The term of the Lease expired on December 31, 2022; and

WHEREAS, The University and the City have been working in good faith to mutually execute an amendment to extend the Lease, and the University has been operating and occupying under holdover tenancy since January 1, 2023, pursuant to Section 9.12 (Holding Over) of the Lease; and

WHEREAS, The University received a federal award number CE147035 (the "Grant") from the United States Department of Health and Human Services, Health Resources and Services Administration ("HRSA") dated August 31, 2022, to pay for renovations to expand the Premises to include a dental clinic; and

WHEREAS, The University wishes to extend the term of the Lease for an additional five (5) years and to expand the Premises by approximately 1,066 square feet for a related clinical use; and

WHEREAS, The City Council, pursuant to an ordinance passed on November 1, 2023, and published in the *Journal* for such date at pages 4672 through 4673, authorized the City's execution of an extension of the term; and

WHEREAS, The University has requested, and the City has agreed, to expand the Premises and allow the University to renovate, or cause to be renovated, the expanded Premises to enable the University to operate a dental clinic on the Premises in order to deliver accessible and affordable dental care to the community, pursuant to the Grant and Section 9.17 (Amendments) of the Lease; and

WHEREAS, The City has agreed to lease to University, and University has agreed to lease from the City, the Premises, so University can renovate and expand the Premises, and continue to provide the above-described services at the Premises, under the terms and conditions set forth herein; now, therefore,

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

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

SECTION 2. The Commissioner of the Department of Fleet and Facility Management or any successor department (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a "First Amendment to Intergovernmental Agreement", in substantially the form attached hereto as Exhibit 1, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the lease, with such changes, deletions and insertions as shall be approved by the persons executing such lease.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.*
(To Ordinance)

*First Amendment To Intergovernmental Agreement For Lease No. 20334.*

This First Amendment to Intergovernmental Agreement (Lease Number 20334) (this "First Amendment") is entered into as of _____, 2025, between The Board of Trustees of The University of Illinois, a body corporate and politic of the State of Illinois ("Tenant" or "University"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government ("Landlord" or "City"). Except for Sections 3 through 7 below, the parties agree that this First Amendment shall be effective retroactive to January 1, 2023 (the "Effective Date").

*Recitals.*

a. The University and the City are parties to that certain Intergovernmental Agreement (Lease Number 20334) dated as of August 4, 2016 (the "Lease"). The City entered into the Lease pursuant to an ordinance that the City Council of the City (the "City Council") passed on May 18, 2016, which is published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 24456 through 24473. The Lease covers certain premises (the "Premises") consisting of approximately 6,400 square feet of clinical and general medical and administrative office space on the first floor of the building at 1713 South Ashland Avenue, Chicago, Illinois (the "Building"), as more particularly described in the Lease. The Term of the Lease expired on December 31, 2022.

b. The University and the City have been working in good faith to mutually execute an amendment to extend the Lease, and the University has been operating and occupying under holdover tenancy since January 1, 2023, pursuant to Section 9.11 Holding Over of the Lease.

c. The University received a federal award number CE147035 ("Grant") from the United States Department of Health and Human Services, Health Resources and Services Administration ("HRSA") dated August 31, 2022 to pay for renovations to expand the Premises to include a dental clinic.

d. The University wishes to extend the Term of the Lease for an additional five (5) years and to expand the Premises by approximately 1,066 square feet for a related clinical use.

e. The City Council pursuant to an ordinance passed on November 1, 2023 and published in the *Journal* for such date at pages 4672 and 4673 authorized the City's execution of an extension of the Term.

f. The University has requested, and the City has agreed, to expand the Premises and allow the University to renovate, or cause to be renovated, the expanded Premises to enable the University to operate a dental clinic on the Premises in order to deliver accessible and affordable dental care to the community, pursuant to the Grant and Section 9.17 (Amendments) of the Lease.

g. The City and the University now desire to amend the Lease for these purposes, 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, the parties 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 Lease, unless otherwise expressly provided herein.

2. Extension Of Term. Section 2.1 (Term) of the Lease is hereby replaced in its entirety by the following: "The term of the IGA (the "Term") shall begin on the Commencement Date and shall end on December 31, 2027, unless sooner terminated as set forth in this IGA".

3. Expansion Of Premises. Premises are hereby expanded to include approximately 1,066 additional square feet, as shown on the pink-highlighted area of the floor plan attached hereto as Exhibit A-1 (the "Expansion Area"). From and after the Effective Date of this First Amendment, all references in the Lease to the "Premises" shall mean collectively the original 6,400 square feet and the Expansion Area.

4. Use Of The Premises. The first sentence of Section 4.5 (Use of the Premises) is hereby replaced in its entirety by the following: "Tenant shall use the Premises only as a medical or dental clinic".

5. Hazardous Substances. The first sentence of Section 8.7 (Hazardous Substances) is hereby replaced in its entirety by the following: "Tenant shall not use or store any Hazardous Substances (defined below) on the Premises, except those routinely found in a medical or dental clinic".

6. Calculation Of Operating Costs. The third and fourth sentences of Section 3.3(a) are hereby replaced in their entirety by the following: "The Building's total square footage is approximately 13,968 square feet and Tenant's leasehold is approximately 7,466 square feet, which comprises 53.5 percent of the Building's total square footage. 'Operating Costs' shall be based on Tenant's 53.5 percent Proportionate Use".

7. Required Grant Terms.

a. Tenant agrees not to sublease, assign, or otherwise transfer the Expansion Area, or use the Expansion Area for a non-award-related purpose(s) without the prior written approval from HRSA (at any time during the term of the Lease, whether or not award support has ended);

b. Landlord will inform HRSA of any default by the Tenant under the Lease;

c. HRSA shall have 60 days from the date of receipt of the Landlord's notice of default in which to attempt to eliminate the default, and that the Landlord will delay exercising remedies until the end of the 60-day period;

d. HRSA may intervene to ensure that the default is eliminated by the Tenant, or another recipient named by HRSA;

e. Landlord shall accept payment of money or performance of any other obligation by the HRSA's designee, for the Tenant, as if such payment of money or performance had been made by the Tenant; and

f. In the event that the Tenant defaults, HRSA will terminate the award, or the Tenant will vacate the Expansion Area before the end of the Lease Term. HRSA shall have the right to designate a replacement for the Tenant for the balance of the Lease Term, subject to approval by the Landlord, which will not be withheld except for good reason.

Tenant warrants and represents to Landlord that neither the Grant nor any applicable statutes, rules or regulations obligate Landlord or Tenant to record a notice of federal interest ("NFI") against all or any part of the Building or the property commonly known as 1713 South Ashland Avenue, Chicago, Illinois (the "Property"). Tenant shall not record an NFI or any other encumbrance against all or any part of the Building or the Property, without Landlord's prior written consent.

8. Integration Of First Amendment And Lease. The Lease and this First Amendment shall be deemed to be, for all purposes, one instrument. Any and all references to the Lease hereinafter shall include this First Amendment. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Lease, the terms and provisions of this First Amendment shall, in all instances, control and prevail.

9. Ratification. Except as modified by this First Amendment, all of the terms and provisions of the Lease 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.

10. 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.

11. Entire Agreement. The Lease, 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.

In Witness Whereof, The City and the University have executed this First Amendment as of the date first set forth above.

City of Chicago, an Illinois municipal corporation

By: _____
Julie Hernandez-Tomlin,
Commissioner
Department of Fleet and Facility Management

Approved By:

_____
Dr. Olusimbo Ige,
Commissioner
Department of Public Health

The Board of Trustees of The University of Illinois, a body corporate and politic of the State of Illinois

By: _____
Paul N. Ellinger,
Comptroller

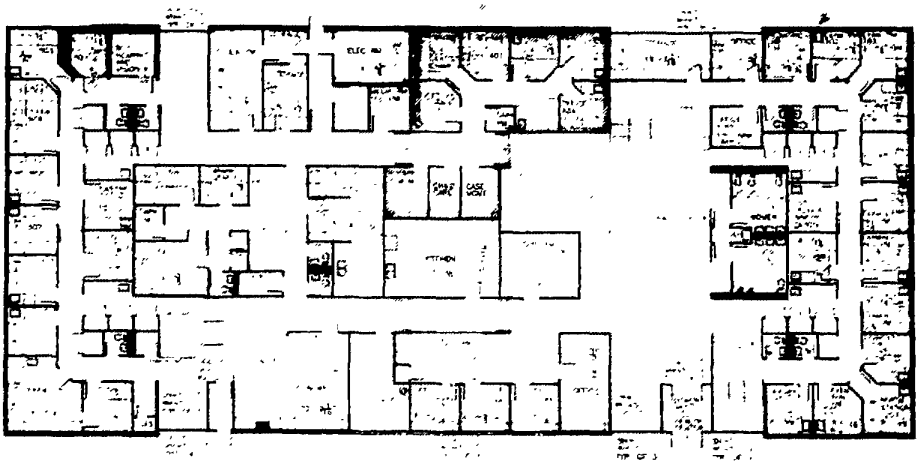
[(Sub)Exhibit "A-1" referred to in this First Amendment to Intergovernmental Agreement printed on page 29735 of this *Journal.*]

*(Sub)Exhibit "A-1".*
(To First Amendment To Intergovernmental Agreement)

*Depiction Of Expansion Area.*

FLOOR PLAN

**Expansion Area**** **Original Area***



* original 6,400 square feet
**additional 1,066 square feet of "Expansion Area"

FIRST AMENDMENT TO LEASE AGREEMENT WITH SKYWAY CONCESSION COMPANY LLC, FOR SALT STORAGE AT 3154 E. 95TH ST. EXTENDING TO NOVEMBER 30, 2027 WITH RIGHT TO EXECUTE TWO ONE-YEAR LEASE RENEWALS.

[O2025-0017505]

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

CHICAGO, June 13, 2025.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on June 11, 2025 and to which was referred an ordinance from the Department of Fleet and Facility Management for the renewed and amended lease agreement with Skyway Concession Company LLC, for City use of property at 3154 East 95th Street (10th Ward) (O2025-0017505), 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.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City acquired the property located at 3154 East 95th Street, Chicago, Illinois (the "Property"), in March 2020, from Brown, Inc., of Michigan City, Indiana (the "Former Owner"); and

WHEREAS, At the time of acquisition, approximately 37,000 square feet of the Property (the "Premises") were subject to a lease dated December 1, 2019 (the "Agreement"), between the Former Owner and Skyway Concession Company LLC, a Delaware limited liability company ("Tenant"), for use of the Premises as salt storage; and

WHEREAS, The term of the Agreement expired on November 30, 2022 ("Term"), but the Tenant continued to occupy the Premises under a holdover provision; and

WHEREAS, The Tenant has performed all obligations under the Agreement during the holdover period, including the payment of holdover rent in the amount of 105 percent of the monthly rate in effect at the end of the Term; and

WHEREAS, The City, through its Department of Fleet and Facility Management ("2FM"), and Tenant wish to extend the term of the Agreement to November 30, 2027, with the option to extend the Term for two (2) additional periods of one (1) year each upon the same terms and conditions applicable to the initial Term, except that monthly rent during the option periods will be increased to 105 percent of the rent in effect on November 30, 2027; 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 or a designee of the 2FM Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Agreement in substantially the form attached hereto as Exhibit A, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee, and such other documents as may be necessary or appropriate to carry out and comply with this ordinance.

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

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

*Exhibit "A".*

*First Amendment To Lease With Skyway Concession Company LLC.*

This First Amendment To Lease ("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 ("Landlord"), and Skyway Concession Company LLC, a Delaware limited liability company ("Tenant").

Whereas, Landlord, as successor in interest to Brown, Inc., of Michigan City, Indiana, and Tenant are parties to that certain Lease dated December 1, 2019 (the "Agreement"), pursuant to which Tenant leased approximately 37,000 square feet of vacant land at 3154 East 95th Street, Chicago, Illinois (the "Premises"); and

Whereas, Landlord and Tenant 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, Landlord and Tenant 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 "November 30, 2022" with "November 30, 2027". Section 2 is further amended to add the following:

> Provided Tenant is not in default, Tenant shall have the option to extend the Term for two (2) additional periods of one (1) year each upon the same terms and conditions applicable to the initial Term. Tenant must notify Landlord in writing of the exercise of its option to extend at least one (1) year prior to the expiration of the Term or the then current option term, as the case may be. If Tenant does not so notify Landlord within said time, Tenant shall have waived its option to extend. Once given, Tenant's election to extend shall be irrevocable. The option to extend set forth herein shall be voidable by Landlord, at Landlord's option, if Tenant is in default under any of the covenants and obligations contained in this Lease either at the time of exercise or at the commencement of the option term.

3. Ratification Of Prior Payments And Responsibilities. Landlord and Tenant acknowledge that all monthly payments continued to be promptly paid to 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 (d) and (e), as follows:

(d) $3,700 per month for the period beginning August 1, 2025 and ending November 30, 2027;

(e) $3,885 per month during the option periods.

5. Counterparts. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. Entire Agreement. 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.

7. 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.

8. 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, Landlord and Tenant have executed this First Amendment as of the Effective Date.

Landlord:

City of Chicago, an Illinois municipal corporation

By: _____
Julie Hernandez-Tomlin,
Department of Fleet and Facility Management

Tenant:

Skyway Concession Company LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

## COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

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AMENDMENT OF SECTION 4-4-331 OF MUNICIPAL CODE TO PROHIBIT SALE OF CANNABINOID HEMP PRODUCTS WITHIN O'HARE RESIDENTIAL AREA.
[O2025-0017556]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderpersons Anthony Napolitano and James M. Gardiner (which was referred on May 21, 2025) to amend Chapter 4-4 of the Municipal Code of Chicago prohibiting the sale of cannabinoid hemp products within the O'Hare Residential 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 June 11, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under 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, The O'Hare Residential Area is predominantly comprised of residential neighborhoods that are home to thousands of families, with William Howard Taft High School, Everett McKinley Dirksen Elementary School, John W Garvy Elementary School, and Jean Baptiste Beaubien Elementary School consistently ranking among the most overcrowded schools in the City; 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 O'Hare Residential Area; 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:

(Omitted text is unaffected by this ordinance.)

"O'Hare Residential Area" means that portion of the City bounded as follows: Beginning at the intersection of Devon Avenue and Nagle Avenue; thence east on Devon Avenue to the intersection of Devon Avenue and Ionia Avenue, as extended; thence northwest on Ionia Avenue, as extended to Devon Avenue and continuing along the City boundary to the intersection of Lawrence Avenue and the Des Plaines River; thence east on Lawrence Avenue to East River Road; thence north on East River Road and continuing along the City boundary to the intersection of Narragansett Avenue

and Giddings Street; thence east on Giddings Street to Melvina Avenue; thence south on Melvina Avenue to Eastwood Avenue; thence east on Eastwood Avenue to Central Avenue; thence south on Central Avenue to Cullom Avenue; thence east on Cullom Avenue to Laramie Avenue; thence south on Laramie Avenue to the alley between Hutchinson Street and Berteau Avenue; thence east on such alley to the alley immediately west of Milwaukee Avenue; thence south on such alley to Berteau Avenue; thence west on Berteau Avenue to Dickinson Avenue; thence south on Dickinson Avenue and continuing on Lavergne Avenue to Irving Park Road; thence west on Irving Park Road to Lockwood Avenue; thence south on Lockwood Avenue to the alley between Byron Street and Dakin Street; thence east on such alley to Laramie Avenue; thence south on Laramie Avenue to Byron Street; thence east on Byron Street to Lavergne Avenue; thence south on Lavergne Street to the alley between Grace Street and Warwick Avenue; thence east on such alley to Lamon Avenue; thence north on Lamon Avenue to Grace Street; thence east on Grace Street to the alley immediately east of Cicero Avenue; thence south on such alley to the alley between Grace Street and Warwick Avenue; thence east on such alley to Kenton Avenue; thence north on Kenton Avenue to Grace Street; thence east on Grace Street as extended to the railroad line immediately east of Kenton Avenue; thence north along such railroad line to Irving Park Road; thence east on Irving Park Road to Keeler Avenue; thence south on Keeler Avenue to Byron Street; thence east on Byron Street to Avondale Avenue; thence southeast on Avondale Avenue to Pulaski Road; thence north on Pulaski Road to Dakin Street; thence east on Dakin Street to Springfield Avenue; thence south on Springfield Avenue to Byron Street; thence east on Byron Street to Central Park Avenue; thence north on Central Park Avenue to Belle Plaine Avenue; thence west on Belle Plaine Avenue to Ridgeway Avenue; thence south on Ridgeway Avenue to the first alley south of Belle Plaine Avenue; thence west on such alley and continuing northwest on such alley to Belle Plaine Avenue; thence west on Belle Plaine Avenue to Pulaski Road; thence south on Pulaski Road to Irving Park Road; thence west on Irving Park Road continuing northwest on the I-90/I-94 to Montrose Avenue; thence west on Montrose Avenue to the railroad line immediately west of I-90/I-94; thence north along such railroad line to Cicero Avenue; thence north on Cicero Avenue to Elston Avenue; thence northwest on Elston Avenue to Austin Avenue; thence north on Austin Avenue to Peterson Avenue; thence west on Peterson Avenue to Nagle Avenue; and thence north on Nagle Avenue to the place of beginning.

(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, or the O'Hare 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 10 days after passage and publication.

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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 E. 58TH ST.

[O2025-0017404]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 18, 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 May 21, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (20.19) to allow the issuance of additional package goods licenses on a portion of East 58th 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 June 11, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 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.)

~~(20.19) On 58th Street, from Indiana Avenue to Dr. Martin Luther King, Jr. Drive.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 30.79 AND 30.80 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. PULASKI RD.

[O2025-0016976]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 18, 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 Ruth Cruz (which was referred on May 7, 2025) to amend the Municipal Code of Chicago by adding new subsections 4-60-023 (30.79) and (30.80) to disallow the issuance of additional package goods licenses on portions of North Pulaski Road, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on June 11, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell package goods within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

4-60-023 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 any package goods within the following areas:

(Omitted text is unaffected by this ordinance.)

(30.79) On Pulaski Road, from Milwaukee Avenue to Cornelia Avenue.

(30.80) On Pulaski Road, from Cornelia Avenue to Addison Street.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in force and effect from and after its passage and publication.

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AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY MODIFYING SECTIONS 4-60-022 AND 4-60-023 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF W. ARCHER AVE. AND S. HARLEM AVE. IN 13TH WARD.

[O2025-0017186]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 18, 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 Marty Quinn (which was referred on May 7, 2025) to

amend the Municipal Code of Chicago Sections 4-60-022 and 4-60-023 to disallow the issuance of additional alcoholic liquor and package goods licenses in portions of the 13th Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on June 11, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, 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.)

(13.437) On the south side of Archer Avenue, from Narragansett Avenue to Natchez Avenue.

(13.438) On the south side of Archer Avenue, from Natchez Avenue to Nashville Avenue.

(13.439) On the south side of Archer Avenue, from Nashville Avenue to Normandy Avenue.

(13.440) On the south side of Archer Avenue, from Normandy Avenue to Oak Park Avenue.

(13.441) On the south side of Archer Avenue, from Oak Park Avenue to New England Avenue.

(13.442) On the south side of Archer Avenue, from New England Avenue to Sayre Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Chapter 4-6-023 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-60-023 Restrictions On Additional Packaged 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.)

(13.440) On the south side of Archer Avenue, from Narragansett Avenue to Natchez Avenue.

(13.441) On the south side of Archer Avenue, from Natchez Avenue to Nashville Avenue.

(13.442) On the south side of Archer Avenue, from Sayre Avenue to Nottingham Avenue.

(13.443) On the south side of Archer Avenue, from Nottingham Avenue to Harlem Avenue.

(13.444) On the east side of Harlem Avenue, from Archer Avenue to West 57th Street.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance takes effect upon passage and publication.

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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]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 18, 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 Byron Sigcho-Lopez (which was referred on May 21, 2025) to amend the Municipal Code of Chicago by lifting subsections 4-60-022 (25.203) and 4-60-023 (25.202) to allow the issuance of additional alcoholic liquor and package goods licenses on portions of South Blue Island 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 June 11, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago shall be amended by inserting the underscored language and deleting the stricken 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:

25th Ward.

(Omitted text is unaffected by this ordinance.)

(25.203) [Reserved] ~~On Blue Island Avenue, from 14th Street to 16th Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago shall be amended by inserting the underscored language and deleting the stricken language, as follows:

4-60-023 Restrictions On Additional Packaged Goods Licenses.

Subject to the provisions of subsection 4-60-021 ©, no additional package goods license shall be issued for any premises located within the following areas:

25th Ward.

(Omitted text is unaffected by this ordinance.)

(25.202) [Reserved] ~~On Blue Island Avenue, from 14th Street to 16th Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in effect immediately upon passage and publication.

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AMENDMENT OF SECTION 4-244-140 OF MUNICIPAL CODE TO PROHIBIT PEDDLING ON PORTIONS OF N. MILWAUKEE AVE. IN 1ST WARD.

[O2025-0017550]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 18, 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 Daniel La Spata (which was referred on May 21, 2025) to amend Section 4-244-140 of the Municipal Code of Chicago prohibiting peddling in portions of the 1st Ward, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on June 11, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-244-140 of the Municipal Code of Chicago shall be amended by inserting the underlined language and deleting the stricken language, as follows:

4-244-140 Prohibited Districts.

(a) No one having a peddler's license shall peddle any merchandise or any other article or thing whatsoever, at any time, within districts which have been or shall be hereafter designated by the City Council. A description of such districts shall be kept in the office of the City Clerk.

(Omitted text is unaffected by this ordinance.)

(36) Peddling is prohibited at any time within the following designated districts: on both sides of Milwaukee Avenue, between Division Street and Damen Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in effect immediately upon passage and publication.

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AMENDMENT OF TITLES 4 AND 10 OF MUNICIPAL CODE BY EXEMPTING PUBLIC PLACES OF AMUSEMENT AND SIDEWALK CAFES FROM CERTAIN LICENSE REQUIREMENTS AND EXEMPTIONS.

[SO2024-0009665]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 18, 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 Matthew J. Martin (which was referred on May 22, 2024) to amend the Municipal Code of Chicago regarding public places of amusement and sidewalk cafes, 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 June 11, 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, 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, Hadden, Silverstein -- 49.

*Nays* -- Alderperson Moore -- 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 4-156-010 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the struck through language, as follows:

4-156-010 Definitions.

(Omitted text is unaffected by this ordinance.)

"Arcade" means a place of amusement that includes five ~~four~~ or more automatic amusement devices; provided, however, that when calculating the number of automatic amusement devices, jukeboxes shall not be counted.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-156-305 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the struck through language, as follows:

4-156-305 License -- Exceptions.

No public place of amusement license under this Article III shall be required, if the only amusement to be produced, presented, or conducted is one or more of the following:

(a) two or fewer ~~single~~ pool or billiard tables regardless of whether players must pay to use the pool or billiard table;

(b) less than five ~~four~~ automatic amusement devices; provided, however, that when calculating the number of automatic amusement devices, jukeboxes shall not be counted. A pool or billiard table shall be included when calculating the number of automatic amusement devices for purposes of this subsection if players must pay to use the pool or billiard table; provided that, in no case shall this subsection create an exemption for establishments which contain more than two ~~one~~ pool or billiard tables regardless of whether any payment is required;

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 10-28-805 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

10-28-805 Permit Required For Sidewalk Cafe.

A permit, which shall be known as a sidewalk cafe permit, shall be required to operate a sidewalk cafe. A sidewalk cafe permit shall be valid for one ~~year~~ or two years, as applicable, from March 1st to and including the last day of February. The fee for a sidewalk cafe permit shall be determined by the Commissioner, taking into account land values and the term of the permit, and shall be set forth by rule.

SECTION 4. Section 10-28-810 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

10-28-810 Permit Application And Approval Procedure.

Application for a sidewalk cafe permit shall be submitted to the Commissioner, who shall make available forms for this purpose. The applicant shall provide such information on the application as the Commissioner may require by regulation, including:

(A) Proof that the applicant holds a retail food establishment license issued to the establishment that will provide food for the sidewalk cafe, or tavern license, or that the applicant is the owner or manager of an indoor retail market. The owner or manager of the indoor retail market is not required to obtain a retail food establishment license.

(B) A proof of insurance as required by this article.

(C) A plan for the sidewalk cafe, complying with applicable regulations, and demonstrating that the sidewalk cafe shall not unreasonably interfere with: (1) adequate pedestrian flow; (2) access to building entrances; (3) pedestrian and traffic safety; and (4) the aesthetic quality of the surrounding area.

(D) Whether the applicant is seeking a sidewalk cafe permit for a one-year or two-year term.

SECTION 5. This ordinance takes effect on December 1, 2025.

AMENDMENT OF CHAPTER 9-110 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS REGARDING PEDICABS AND BY ADDING NEW SECTION 9-110-185 AUTHORIZING POLICE DEPARTMENT AND DEPARTMENT OF STREETS AND SANITATION TO IMPOUND PEDICABS.

[SO2025-0017191]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, June 18, 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 Brendan Reilly (which was referred on May 7, 2025) to amend Chapter 9 of the Municipal Code of Chicago regarding impoundment of pedicabs, 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 June 11, 2025.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-110-060 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

9-110-060 Investigation And Issuance Of Pedicab License.

(Omitted text is unaffected by this ordinance.)

(f) If an application is denied, the applicant may, within ten days of the mailing of notice of the denial, make written demand upon the Commissioner for a hearing. Upon receipt of a timely written demand for a hearing, the Commission shall conduct a hearing within 30 days. If, upon such a hearing, the applicant establishes through competent evidence that the denial was based upon incorrect findings, the Commissioner shall issue the license. If, upon such a hearing, the denial is found to have been based upon correct findings, the denial shall become final. After entry of a final denial the applicant shall be ineligible to make a new application for a period of ~~18~~ 12 months.

SECTION 2. Section 9-110-090 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

9-110-090 Pedicab License Decal And Metal Plate -- Required.

(Omitted text is unaffected by this ordinance.)

(d) The total number of ~~initial~~ pedicab license decals to be issued shall not exceed 200 (two hundred). No licensee shall be issued, or shall control, in whole or in part, directly or indirectly, more than 20 percent of the total number of pedicab license decals available to be issued. ~~The Commissioner may increase the total number of pedicab license decals to be issued and may determine the percentage of pedicab license decals to be issued to a licensee by rules and regulation promulgated pursuant to this chapter. In making such determination, the Commissioner shall consider the impact that additional pedicabs may have on the safe and efficient flow of traffic in the city and shall consult with the Superintendent of Police and the Commissioner of Transportation, or their respective designees, before raising the number of pedicab license decals to be issued.~~ If the Commissioner determines that there are more qualified applicants for pedicab license decals than the maximum number of decals that the Commissioner has set to issue at any given time, the Commissioner shall conduct a lottery or other neutral process for allocating decals among qualified applicants as set forth by rules promulgated by the Commissioner.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 9-110-130 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

9-110-130 Pedicab Chauffeur License -- Application.

(Omitted text is unaffected by this ordinance.)

(e) If an application for the issuance or renewal of a pedicab chauffeur license is denied the applicant may, within ten days of the mailing of notice of the denial, make written demand upon the Commissioner for a hearing. Upon receipt of a timely written demand for a hearing, the Department shall within 30 days conduct a hearing. If at such a hearing the applicant establishes through competent evidence that the denial was based upon incorrect findings the Commissioner shall issue the license. If at such a hearing the denial is found to have been based upon correct findings the denial shall become final. After entry of a final denial the applicant shall be ineligible to make a new application for a period of ~~18~~ 12 months.

(Omitted text is unaffected by this ordinance.)

SECTION 4. Section 9-110-140 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-110-140 Pedicab Chauffeur Identification License Card.

(Omitted text is unaffected by this ordinance.)

(b) While a pedicab is in operation, the pedicab chauffeur shall wear the identification license card at all times, in a manner clearly visible to the public. The identification license card shall not be altered in any way.

SECTION 5. Chapter 9-110 of the Municipal Code of Chicago is hereby amended by deleting Section 9-110-180 in its entirety, and by inserting a new Section 9-110-180, as follows:

9-110-180 Enforcement Authority.

(a) The Commissioner, the Comptroller, the Commissioner of Transportation, and the Commissioner of Streets and Sanitation are authorized to enforce this Chapter. The Department of Police is authorized to enforce the safety-related provisions of this Chapter and all traffic laws, ordinances, rules, and regulations as they apply to pedicab licensees and chauffeurs.

(b) The Commissioner, in consultation with the Superintendent of Police, Commissioner of Transportation, and the Commissioner of Streets and Sanitation, shall adopt rules for uniform enforcement of this Chapter. Such rules shall require that any City personnel authorized to enforce this Chapter shall: (i) prioritize enforcement of Section 9-110-020 (operation of an unlicensed pedicab) and Section 9-110-110 (unlicensed operation of a pedicab); and (ii) prioritize the enforcement of the safety-related provisions of this Chapter over the enforcement of compliance-related provisions.

SECTION 6. Chapter 9-110 of the Municipal Code of Chicago is hereby amended by adding a new Section 9-110-185, as follows:

9-110-185 Impoundment.

(a) General. The Department of Police and the Department of Streets and Sanitation are authorized to impound pedicabs for any violation of Section 9-110-020, Section 9-110-090, Section 9-110-110, or Sections 9-110-150(b)(1), (2), (5), or (10). Impoundment may be a penalty in addition to any other penalty authorized under this Chapter.

(b) Licensed Pedicabs.

(1) Whenever a licensed pedicab is impounded, the Department shall, within ten business days of impoundment, notify by certified mail the licensee of the licensee's right to request a hearing before the Department of Administrative Hearings to challenge whether a violation of this Chapter for which seizure and impoundment applies has occurred. The notice shall state that a vehicle not released by payment of any applicable fines and fees and remaining in the City pound may be sold or disposed of by the City. If the licensee requests a hearing by writing to the Department of Administrative Hearings within 15 days after the notice was mailed, an administrative law officer of the Department of Administrative Hearings shall conduct such hearing within 30 days after a request for a hearing has been made. If, after the hearing, the administrative law officer does not determine by a preponderance of the evidence that the pedicab was used in a violation of this Chapter for which impoundment applies, the administrative law officer shall enter an order finding for the licensee and for the return of the pedicab and any previously paid fines and fees. If, after the hearing, the administrative law officer determines by a preponderance of the evidence that the pedicab was used in a violation of this Chapter for which impoundment applies, the administrative law officer shall enter an order finding the licensee liable to the City for the amount of the fine prescribed for the violation, if any, plus towing and storage fees.

(2) If the licensee requests a hearing but fails to appear at the hearing, or if the licensee fails to request a hearing in a timely manner, an administrative law officer of the Department of Administrative Hearings shall enter a default order in favor of the City in the amount of the fine prescribed for the violation, if any, plus towing and storage fees.

(3) Any pedicab that is not reclaimed within ten days after the expiration of: (i) the time during which the licensee may seek judicial review of the City's action under this section; or (ii) if judicial review is sought, the time at which a final judgment is rendered in favor of the City; or (iii) the time a final administrative decision is rendered against any licensee who is in default, may be disposed of as an unclaimed vehicle.

(c) Unlicensed Pedicabs.

(1) Whenever an unlicensed pedicab is impounded, the Department of Police shall, at the time of the impoundment, provide written notice to the person who was found to be in control of the pedicab at the time of the alleged violation of the right to request a finding of ownership of the pedicab by the Department. Within ten business days of the impoundment, the Department shall publish notice of the impoundment in a newspaper of general circulation for no fewer than five successive days if the newspaper is published daily, or two successive weeks if the newspaper is published weekly. Within ten business days of the final day of newspaper publication, any alleged owner may come forward to request a finding of ownership by the Department. In order to request a finding of ownership by the Department, the alleged owner must provide to the Department sufficient evidence the alleged owner may have to prove ownership of the pedicab. Such evidence shall be: (i) insurance certificate that lists the owner of the pedicab; or (ii) a sworn affidavit attesting ownership of the pedicab with additional documentation, if any, including, but not limited to, a bill of sale of the pedicab, registration of the pedicab with the State or another state, or a lease for the pedicab. If no alleged owner comes forward within ten business days of the final day of newspaper publication, the pedicab may be disposed of. If an alleged owner comes forward, the Department shall make an ownership determination within ten business days after a request for ownership determination has been made. If an alleged owner comes forward but did not provide to the Department sufficient evidence to show the alleged owner's ownership of the pedicab as provided in this subsection, the pedicab may be disposed of ten days after the expiration of the time during which the alleged owner may seek judicial review of the Department's decision.

(2) If the Department makes a finding of ownership, it shall notify the pedicab owner by certified mail of the pedicab owner's right to request a hearing before the Department of Administrative Hearings to challenge whether a violation of this Chapter for which seizure and impoundment applies has occurred. If the owner requests a hearing by writing to the Department of Administrative Hearings within 15 days after the right to request a hearing notice was mailed, an administrative law officer of the Department of Administrative Hearings shall conduct such hearing within 30 days. If, after the hearing, the administrative law officer does not determine by a preponderance of the evidence that the pedicab was used in violation of this Chapter for which impoundment applies, the administrative law officer shall enter an order finding for the owner and for the return of the pedicab and any previously paid fines and fees. If, after the hearing, the administrative law officer determines by a preponderance of the evidence that the pedicab was used in violation of this Chapter for which impoundment applies, the administrative law officer shall enter an order finding the owner liable to the City for towing and storage fees.

(3) If the pedicab owner requests a hearing but fails to appear at the hearing, or if the pedicab owner fails to request a hearing in a timely manner, an administrative law officer of the Department of Administrative Hearings shall enter a default order in favor of the City in the amount of towing and storage fees.

(4) Any pedicab that is not reclaimed within ten days after the expiration of: (i) the time during which the owner may seek judicial review of the City's action under this section; or (ii) if judicial review is sought, the time at which a final judgment is rendered in favor of the City; or (iii) the time a final administrative decision is rendered against any owner who is in default, may be disposed of as an unclaimed vehicle.

(d) Payment. A fine or towing and storage fees, or both, imposed pursuant to this section shall constitute a debt due and owing to the city which may be enforced pursuant to Section 2-14-103 or in any other manner provided by law. Except as provided otherwise in this section, a pedicab shall continue to be impounded until the payment of any applicable fine or towing and storage fees, or both. The towing fee for an impounded pedicab shall be $150 and the storage fee for an impounded pedicab shall be $25 per day.

(e) Defense. A pedicab is not considered to have been used in a violation of this Chapter that would render the pedicab subject to impoundment if the pedicab used in the violation was stolen at the time and the theft was reported to the appropriate police authorities within 24 hours after the theft was discovered or reasonably should have been discovered.

(f) Rules. The Commissioner of Business Affairs and Consumer Protection, in consultation with the Superintendent of Police and the Commissioner of Streets and Sanitation, is authorized to adopt rules for the proper administration and enforcement of this section, including rules regarding the release and disposal of impounded pedicabs.

SECTION 7. Section 9-110-190 of the Municipal Code of Chicago is hereby amended by deleting the language struck-through, and inserting the language underscored, as follows:

9-110-190 Violation -- Penalty.

If any person violates any of the provisions of this chapter or any rule or regulation promulgated hereunder, such person shall be subject to a fine of not less than $100.00 and not more than $500.00 for each such violation. Each day that any violation shall continue shall be deemed a separate and distinct offense. A second or subsequent violation of this chapter committed within 12 months of a previous violation under this chapter shall be ground for a fine of not less than $500.00 and not more than $1,000.00 or community service, or any combination thereof for each violation.

If any person violates Section 9-110-090(b), Section 9-110-090(f), or Section 9-110-150(e), such person shall be subject to a fine of not less than $1,000.00 and not more than $5,000.00.

In addition to fines, penalties for any violation of this chapter may include license suspension, rescission, revocation, or impoundment pursuant to Section ~~9-110-180(b)~~ 9-110-185.

SECTION 8. This ordinance takes effect ten days after passage and publication.

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## COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

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AMENDMENT OF TITLE 9, CHAPTERS 9-4, 9-48, 9-64, 9-80, 9-100 AND 9-108 REGARDING VARIOUS VEHICLE PARKING AND STANDING RESTRICTIONS.
[SO2025-0017552]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety for which a meeting was held on June 12, 2025 to consider passage of a proposed substitute ordinance for the amendment of Municipal Code Title 9 by modifying Chapters 9-4, 9-48, 9-64, 9-80, 9-100 and 9-108 regarding various parking and standing restrictions, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-4-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

9-4-010 Definitions.

Whenever the following words and phrases are used in Chapter 9-4 through ~~9-103~~ 9-102, they shall have the meanings respectively ascribed to them in this section:

(Omitted text is not affected by this ordinance.)

~~"Carriage" means any device in, upon or by which any person is or may be transported or drawn upon a public way and designed to be or capable of being drawn by a horse.~~

~~"Carriage stand" means a fixed area in the roadway parallel and adjacent to the curb to be occupied exclusively by horse-drawn vehicles for loading and unloading passengers or waiting for passengers.~~

(Omitted text is not affected by this ordinance.)

~~"Parking violation complaint" means a parking ticket summons and complaint, placed on a vehicle parked or standing in violation of the traffic code or given to the driver of the vehicle and returnable to the Circuit Court of Cook County.~~

(Omitted text is not affected by this ordinance.)

"Standing (to stand)" means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers~~; provided, that, an operator is either in the vehicle or in the immediate vicinity, so as to be capable of immediately moving the vehicle at the direction of a police officer or traffic control aide~~.

(Omitted text is not affected by this ordinance.)

SECTION 2. Section 9-4-030 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

9-4-030 Short Title.

Chapters 9-4 through ~~9-100~~ 9-102 of the Municipal Code of Chicago shall be known and may be cited as "the traffic code".

SECTION 3. Section 9-48-100 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

9-48-100 Neighborhood Electric Vehicles.

(Omitted text is not affected by this ordinance.)

(e) If the Illinois Secretary of State issues registration plates for neighborhood electric vehicles, it shall be unlawful to operate or park on any public way a neighborhood electric vehicle that is not fitted with front and rear registration plates. The ~~city clerk~~ City Clerk is authorized to issue a wheel tax license emblem for neighborhood electric vehicles in essentially the same form as the emblem issued to motor bicycles, motor tricycles, motor scooters or mopeds. Neighborhood electric vehicles must display wheel tax license emblems. Until such time as the Illinois Secretary of State issues registration plates for such vehicles, (i) the ~~city~~ City is authorized to enforce any law applicable to neighborhood electric vehicles by using a vehicle identification number in lieu of a registration plate number; and (ii) for the purpose of enforcing the provisions of this Code applicable to neighborhood electric vehicles, including Sections 3-56-145, 4-232-080, 4-236-060, 9-56-020, 9-56-030, ~~9-64-220,~~ 9-100-030, 9-100-050, 9-100-060 and 9-100-120, the terms "registration plate number", "license plate number", "license plate" or "state registration number" shall instead be read to mean "vehicle identification number".

(Omitted text is not affected by this ordinance.)

SECTION 4. Section 9-64-010 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-64-010 Applicability -- Exemptions.

(Omitted text is not affected by this ordinance.)

(d) When a provision of the traffic code prohibits both standing and parking, the more restrictive prohibition shall apply.

(e) The violations set forth in this chapter shall apply to the public way and to Sister Agency or Metropolitan Pier and Exposition Authority property subject to an intergovernmental agreement entered into pursuant to Section 2-32-093(b)(6).

SECTION 5. Section 9-64-140 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

9-64-140 Common-Carrier Vehicle Stops And Stands.

(a) The ~~commissioner of transportation~~ Commissioner is authorized to establish bus stops upon 20-day prior notice to the alderman of the ward in which the bus stop is to be located and, subject to the approval of the ~~city council~~ City Council, is authorized to establish ~~horse-drawn carriage stands,~~ bus stands, taxicab stands, and stands for other passenger common-carrier motor vehicles on such public streets and in such number as shall be determined to be of the greatest benefit and convenience to the public, and every such stop or stand shall be designated by appropriate signs or curb markings or both. The ~~commissioner of transportation~~ Commissioner is authorized to determine, upon 20-day prior notice to the alderman of the affected ward, those locations within the ~~central business district, south of the south line of West Kinzie Street between Halsted Street and the Chicago River, and south of the south bank of the Chicago River, between West Kinzie Street and Lake Michigan,~~ Central Business District where the restriction on parking at any such stop ~~sign~~ or stand shall be modified to limit the prohibition on parking of unauthorized vehicles to Mondays through Fridays or Mondays through Saturdays.

(b) It shall be unlawful to stand or park a vehicle, other than the type of vehicle for which the stop or stand is reserved, in violation of signs posted, in any stop or stand described in subsection (a) that has been officially designated by appropriate signs or markings. The limits of any such zone shall extend from the location of a sign designating the beginning of the zone to either: (1) the location of a sign designating the end of the zone; ~~provided, however, that this provision~~ or (2) if no such end sign is posted, to the nearest intersection. This paragraph shall not apply to a vehicle engaged in the expeditious loading or unloading of passengers when such ~~standing~~ loading or unloading does not interfere with any bus~~, horse-drawn carriage~~ or taxicab waiting to enter or about to enter such zone.

SECTION 6. Section 9-64-220 of the Municipal Code of Chicago is hereby repealed in its entirety.

SECTION 7. Section 9-80-120 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

9-80-120 Parking In Parking Lots.

(Omitted text is not affected by this ordinance.)

(c) Whenever any vehicle is parked in violation of this section, any ~~police officer or other~~ person authorized to issue parking violation notices pursuant to Section ~~9-64-220~~ 9-100-030, upon a written complaint signed by the owner of the parking lot or by his authorized agent that the vehicle is not entitled to the privileges of the parking lot, may ~~attach~~ issue a parking violation notice ~~to the vehicle~~ in accordance with Section 9-100-030.

SECTION 8. Section 9-80-130 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

9-80-130 City-Owned Parking Facilities.

(Omitted text is not affected by this ordinance.)

(c) Whenever a vehicle is parked in violation of this section, any person authorized to issue a notice of parking violation pursuant to Section ~~9-64-220~~ 9-100-030, may ~~attach~~ issue a parking violation notice ~~to the vehicle~~ in accordance with Section 9-100-030.

SECTION 9. Section 9-80-140 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and inserting the language underscored, as follows:

9-80-140 Removal Of Parking Permit Or Notice Of Violation.

(a) It shall be unlawful for any person, other than the ~~driver~~ owner of the vehicle or the owner's designee, to remove from a vehicle a notice of violation affixed pursuant to the traffic code.

(Omitted text is not affected by this ordinance.)

SECTION 10. Section 9-100-030 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, 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.)

~~(d) It shall be unlawful for any person, other than the owner of the vehicle or his designee, to remove from a vehicle a violation notice affixed pursuant to this chapter.~~

SECTION 11. Section 9-108-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-108-030 Parking And Standing Violations.

(a) The registered owner of record of a vehicle shall be liable for a covered offense and the applicable fine set forth in Section 9-100-020 when an image of the covered offense is recorded by an automated parking enforcement system within the pilot area.

(b) For a parking or standing violation of Section 9-12-060 enforced pursuant to this section:

(1) except as otherwise provided in subsection (b)(2) of this section, when a bus lane within the pilot area is designated and indicated by appropriate signs or markings, it shall be unlawful for any vehicle, other than an authorized bus or a vehicle servicing a bus, to enter or use such lane at any time, except when making a right hand turn or accessing a driveway or other allowable curbside parking or loading location; and

(2) for a bus lane on the portion of Chicago Avenue, from Michigan Avenue to May Street, it shall be unlawful for any vehicle, other than an authorized bus or a vehicle servicing a bus, to enter or use such lane Monday through Friday, between the hours of 7:00 A.M. and 9:30 A.M. and between the hours of 4:00 P.M. and 6:00 P.M., except when making a right hand turn or accessing a driveway or other allowable curbside parking or loading location.

(c) A recorded image of a covered offense obtained by an automated parking enforcement system that has been reviewed in accordance with Section 9-108-060 shall be prima facie evidence of a violation of the applicable section of this Code. Nothing in this section shall be construed to limit the liability of an operator of a vehicle for any covered offense.

SECTION 12. This ordinance shall take effect 10 days after passage and publication.

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ESTABLISHMENT AND AMENDMENT OF PARKING METERS.
[SO2025-0017948]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 18, 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 or amend parking meters on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Comptroller of the City of Chicago is directed to amend parking meters at the below listed locations:

| Ward | Location |
|---|---|
| 4 | Repeal parking meters at South Cottage Grove Avenue (east side) from East 47th Street to East 47th Place; [O2025-0017052] |
| 45 | Install parking meters at 3925 -- 3945 North Milwaukee Avenue (east side of the street only); repeal parking meters at 4022 -- 4032 North Cicero Avenue (west side of the street only). [O2025-0016997] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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## ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.
(Except For Handicapped)

[SO2025-0017936]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and an order to establish and/or amend parking restrictions at all times -- disabled permits on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

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

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

*Establishment And Amendment Of Disabled Permit Parking:*

| Ward | Location And Permit Number |
|---|---|
| 2 | Amend ordinance passed April 16, 2025, *Journal of the Proceedings of the City Council of the City of Chicago,* page 26807, which reads: "1360 North Dearborn Street -- Disabled Parking Permit Number 125532" by striking: "125532" and inserting: "135532" in lieu thereof; [O2025-0017661] |

| Ward | Location And Permit Number |
|---|---|
| 3 | Amend ordinance passed January 11, 2007, *Journal of the Proceedings of the City Council of the City of Chicago,* page 96755, which reads: "4450 South Indiana Avenue -- Disabled Parking Permit Number 51787" by striking: "4450 South Indiana Avenue" and inserting in lieu thereof: "140 East 45th Street"; [Or2025-0016950] |
| 4 | 1380 East Hyde Park Boulevard -- Disabled Parking Permit Number 135732; [O2025-0017706] |
| 6 | 8149 South Perry Avenue -- Disabled Parking Permit Number 135793; [O2025-0017096] |
| 6 | 7421 South Evans Avenue -- Disabled Parking Permit Number 136148; [O2025-0017324] |
| 6 | 7631 South Rhodes Avenue -- Disabled Parking Permit Number 135900; [O2025-0017327] |
| 6 | Amend ordinance passed April 16, 2025, *Journal of the Proceedings of the City Council of the City of Chicago*, page 26807, which reads: "6632 South Wabash Avenue -- Disabled Parking Permit Number 46510" by striking: "46510" and inserting: "136187" in lieu thereof; [O2025-0017657] |
| 6 | 7405 South Maryland Avenue -- Disabled Parking Permit Number 136149; [O2025-0017746] |
| 6 | 6947 South Michigan Avenue -- Disabled Parking Permit Number 136254; [O2025-0017755] |
| 7 | 8900 South Luella Avenue -- Disabled Parking Permit Number 135879; [O2025-0017127] |
| 7 | 7654 South Kingston Avenue -- Disabled Parking Permit Number 135718; [O2025-0017129] |
| 7 | 8618 South Phillips Avenue -- Disabled Parking Permit Number 131885; [O2025-0017406] |
| 8 | 8440 South Blackstone Avenue -- Disabled Parking Permit Number 135235; [O2025-0017432] |
| 8 | 9127 South Drexel Avenue -- Disabled Parking Permit Number 136084; [O2025-0017433] |

| Ward | Location And Permit Number |
|---|---|
| 8 | 7453 South Euclid Avenue -- Disabled Parking Permit Number 135948; [O2025-0017436] |
| 8 | 1618 East 86th Street -- Disabled Parking Permit Number 135820; [O2025-0017438] |
| 8 | 8514 South Yates Boulevard -- Disabled Parking Permit Number 136012; [O2025-0017462] |
| 8 | 9238 South Drexel Avenue -- Disabled Parking Permit Number 135693; [O2025-0017470] |
| 8 | 8115 South Harper Avenue -- Disabled Parking Permit Number 134733; [O2025-0017471] |
| 8 | 7948 South Bennett Avenue -- Disabled Parking Permit Number 133245; [O2025-0017684] |
| 8 | 1721 East 74th Street -- Disabled Parking Permit Number 135450; [O2025-0017693] |
| 8 | 9026 South Cregier Avenue -- Disabled Parking Permit Number 135578; [O2025-0017694] |
| 8 | 9624 South Greenwood Avenue -- Disabled Parking Permit Number 135707; [O2025-0017702] |
| 8 | 7523 South Ellis Avenue -- Disabled Parking Permit Number 135721; [O2025-0017703] |
| 8 | 7908 South Avalon Avenue -- Disabled Parking Permit Number 136051; [O2025-0017735] |
| 9 | 10210 South St. Lawrence Avenue -- Disabled Parking Permit Number 135773; [O2025-0017577] |
| 9 | 10553 South Lafayette Avenue -- Disabled Parking Permit Number 135742; [O2025-0017707] |
| 9 | 115 East 119th Place -- Disabled Parking Permit Number 135835; [O2025-0017717] |

| Ward | Location And Permit Number |
|---|---|
| 9 | 10935 South State Street -- Disabled Parking Permit Number 136114; [O2025-0017745] |
| 10 | 8805 South Buffalo Avenue -- Disabled Parking Permit Number 131640; [O2025-0016893] |
| 10 | 10713 South Avenue H -- Disabled Parking Permit Number 135856; [O2025-0017724] |
| 10 | 10943 South Buffalo Avenue -- Disabled Parking Permit Number 135964; [O2025-0017726] |
| 11 | 621 West 43rd Street -- Disabled Parking Permit Number 136368; [O2025-0016871] |
| 11 | 910 West 32nd Street -- Disabled Parking Permit Number 130643; [O2025-0016903] |
| 11 | 2902 South Parnell Avenue (signs to be posted at 535 West 29th Street) -- Disabled Parking Permit Number 134784; [O2025-0016998] |
| 11 | 1636 West 34th Street -- Disabled Parking Permit Number 134298; [O2025-0017221] |
| 11 | 3558 South Emerald Avenue (signs to be posted at 731 West 36th Street) -- Disabled Parking Permit Number 135873; [O2025-0017223] |
| 11 | 2828 South Hillock Avenue -- Disabled Parking Permit Number 136147; [O2025-0017579] |
| 12 | 2724 West 43rd Street (signs to be posted at 4260 South Fairfield Avenue) -- Disabled Parking Permit Number 136057; [O2025-0017224] |
| 13 | 6130 South McVicker Avenue -- Disabled Parking Permit Number 105114; [O2025-0016938] |
| 13 | 6611 South Kedvale Avenue -- Disabled Parking Permit Number 136144; [O2025-0016939] |
| 13 | 5815 South Tripp Avenue -- Disabled Parking Permit Number 136133; [O2025-0016941] |

| Ward | Location And Permit Number |
|---|---|
| 13 | 6128 South Austin Avenue -- Disabled Parking Permit Number 136143; [O2025-0016943] |
| 13 | 6234 South Normandy Avenue -- Disabled Parking Permit Number 136346; [O2025-0016945] |
| 13 | 6326 South Komensky Avenue -- Disabled Parking Permit Number 136132; [O2025-0016947] |
| 13 | 6449 South Austin Avenue -- Disabled Parking Permit Number 135492; [O2025-0016949] |
| 13 | 6115 South Komensky Avenue -- Disabled Parking Permit Number 135911; [O2025-0016952] |
| 13 | 5615 South Kolin Avenue -- Disabled Parking Permit Number 136116; [O2025-0016953] |
| 13 | 4136 West 57th Place -- Disabled Parking Permit Number 136006; [O2025-0016957] |
| 13 | 6623 South Kostner Avenue -- Disabled Parking Permit Number 136219; [O2025-0017747] |
| 15 | 2420 West 47th Place -- Disabled Parking Permit Number 135893; [O2025-0016872] |
| 15 | 4848 South Damen Avenue -- Disabled Parking Permit Number 136120; [O2025-0016956] |
| 15 | 1722 West 48th Street -- Disabled Parking Permit Number 135439; [O2025-0016958] |
| 15 | 6314 South Richmond Street -- Disabled Parking Permit Number 136290; [O2025-0016959] |
| 15 | 5633 South Campbell Avenue -- Disabled Parking Permit Number 134532; [O2025-0017251] |
| 15 | 5718 South California Avenue -- Disabled Parking Permit Number 135278; [O2025-0017465] |
| 15 | 6220 South Whipple Street -- Disabled Parking Permit Number 136325; [O2025-0017674] |

| Ward | Location And Permit Number |
|---|---|
| 16 | 5336 South May Street -- Disabled Parking Permit Number 135865; [O2025-0016918] |
| 16 | 5826 South Claremont Avenue -- Disabled Parking Permit Number 135862; [O2025-0017357] |
| 16 | 6736 South Laflin Street -- Disabled Parking Permit Number 135902; [O2025-0017363] |
| 16 | 5437 South May Street -- Disabled Parking Permit Number 135327; [O2025-0017690] |
| 16 | 6117 South Sangamon Street -- Disabled Parking Permit Number 135622; [O2025-0017698] |
| 16 | 5615 South Marshfield Avenue -- Disabled Parking Permit Number 135748; [O2025-0017708] |
| 16 | 5638 South Throop Street -- Disabled Parking Permit Number 135770; [O2025-0017710] |
| 16 | 6219 South Morgan Street -- Disabled Parking Permit Number 135795; [O2025-0017713] |
| 16 | 6454 South Claremont Avenue -- Disabled Parking Permit Number 135817; [O2025-0017715] |
| 16 | 5958 South Aberdeen Street -- Disabled Parking Permit Number 135843; [O2025-0017721] |
| 16 | 5711 South Aberdeen Street -- Disabled Parking Permit Number 136026; [O2025-0017730] |
| 16 | 5837 South Sangamon Street -- Disabled Parking Permit Number 136248; [O2025-0017754] |
| 17 | 7158 South Fairfield Avenue (signs to be posted at 2752 West 72nd Street) -- Disabled Parking Permit Number 129153; [O2025-0016848] |
| 17 | 7145 South Hermitage Avenue -- Disabled Parking Permit Number 133002; [O2025-0017132] |

| Ward | Location And Permit Number |
|---|---|
| 17 | 7523 South May Street -- Disabled Parking Permit Number 135884; [O2025-0017291] |
| 17 | 7835 South Winchester Avenue -- Disabled Parking Permit Number 136190; [O2025-0017449] |
| 17 | 8221 South Hermitage Avenue -- Disabled Parking Permit Number 135222; [O2025-0017481] |
| 17 | 7931 South Bishop Street -- Disabled Parking Permit Number 135285; [O2025-0017689] |
| 17 | 1370 West 87th Street -- Disabled Parking Permit Number 135679; [O2025-0017699] |
| 17 | 8149 South Wood Street -- Disabled Parking Permit Number 135722; [O2025-0017704] |
| 17 | 7311 South May Street -- Disabled Parking Permit Number 135726; [O2025-0017705] |
| 18 | 7328 South Campbell Avenue -- Disabled Parking Permit Number 134272; [O2025-0017102] |
| 19 | 11223 South Christiana Avenue -- Disabled Parking Permit Number 135696; [O2025-0016815] |
| 19 | 9930 South Charles Avenue -- Disabled Parking Permit Number 136040; [O2025-0017294] |
| 19 | 3958 West 105th Street -- Disabled Parking Permit Number 135267; [O2025-0017296] |
| 19 | 10625 South Hamlin Avenue -- Disabled Parking Permit Number 136112; [O2025-0017299] |
| 19 | 1627 West 104th Street -- Disabled Parking Permit Number 136159; [O2025-0017359] |
| 20 | 4942 South Hermitage Avenue -- Disabled Parking Permit Number 136007; [O2025-0017727] |
| 21 | 10013 South Aberdeen Street -- Disabled Parking Permit Number 135582; [O2025-0017138] |

| Ward | Location And Permit Number |
|---|---|
| 21 | 9035 South Ada Street -- Disabled Parking Permit Number 135819; [O2025-0017139] |
| 21 | 11532 South Bishop Street -- Disabled Parking Permit Number 135981; [O2025-0017140] |
| 21 | 8917 South Laflin Street -- Disabled Parking Permit Number 128642; [O2025-0017237] |
| 21 | 9417 South Justine Street -- Disabled Parking Permit Number 135683; [O2025-0017581] |
| 21 | 8816 South Bishop Street -- Disabled Parking Permit Number 136342; [O2025-0017583] |
| 21 | 9222 South Bishop Street -- Disabled Parking Permit Number 135691; [O2025-0017700] |
| 21 | 648 West 87th Street -- Disabled Parking Permit Number 136038; [O2025-0017732] |
| 21 | 1048 West 108th Place -- Disabled Parking Permit Number 136060; [O2025-0017738] |
| 22 | 2721 South Central Park Avenue -- Disabled Parking Permit Number 134367; [O2025-0017240] |
| 22 | 4206 West 24th Place -- Disabled Parking Permit Number 135059; [O2025-0017241] |
| 22 | 2857 South Tripp Avenue -- Disabled Parking Permit Number 134037; [O2025-0017242] |
| 22 | 2648 South Millard Avenue -- Disabled Parking Permit Number 135882; [O2025-0017587] |
| 22 | 2809 South Springfield Avenue -- Disabled Parking Permit Number 133738; [O2025-0017588] |
| 23 | 3621 West 61st Place -- Disabled Parking Permit Number 135043; [O2025-0017424] |
| 23 | 5207 South Lockwood Avenue -- Disabled Parking Permit Number 135072; [O2025-0017425] |

| Ward | Location And Permit Number |
|---|---|
| 23 | 7216 South Millard Avenue -- Disabled Parking Permit Number 135431; [O2025-0017692] |
| 25 | 1327 West 19th Street -- Disabled Parking Permit Number 135333; [O2025-0017107] |
| 25 | 1156 West 19th Street -- Disabled Parking Permit Number 135997; [O2025-0017109] |
| 25 | 1945 West Cullerton Street -- Disabled Parking Permit Number 136024; [O2025-0017110] |
| 25 | 2409 South Hoyne Avenue -- Disabled Parking Permit Number 136086; [O2025-0017741] |
| 26 | 1810 North Karlov Avenue -- Disabled Parking Permit Number 136102; [O2025-0017416] |
| 26 | 3220 West Augusta Boulevard -- Disabled Parking Permit Number 136238; [O2025-0017417] |
| 26 | 1902 North Pulaski Road (signs to be posted at 4000 West Cortland Street) -- Disabled Parking Permit Number 133204; [O2025-0017472] |
| 26 | Amend ordinance passed July 24, 2019, *Journal of the Proceedings of the City Council of the City of Chicago,* page 2690, which reads: "1845 North Pulaski Road (signs to be posted at 3947 West Cortland Street) -- Disabled Parking Permit Number 118648" by striking: "3947 West Cortland Street" and inserting: "3948 West Cortland Street" in lieu thereof; [O2025-0017473] |
| 26 | 5050 West Armitage Avenue (signs to be posted at 2001 North Lawler Avenue) -- Disabled Parking Permit Number 136032; [O2025-0017498] |
| 26 | Amend ordinance passed May 21, 2025, which reads: "1718 North Keeler Avenue -- Disabled Parking Permit Number 74099" by striking: "74099" and inserting: "135520" in lieu thereof; [O2025-0017676] |
| 26 | Amend ordinance passed May 21, 2025, which reads: "4615 West Palmer Street -- Disabled Parking Permit Number 98757" by striking: "98757" and inserting: "135401" in lieu thereof; [O2025-0017677] |

| Ward | Location And Permit Number |
|---|---|
| 26 | Amend ordinance passed May 21, 2025, which reads: "1600 North Talman Avenue -- Disabled Parking Permit Number 105099" by striking: "105099" and inserting: "101612" in lieu thereof; [O2025-0017680] |
| 26 | Amend ordinance passed May 21, 2025, which reads: "1617 North Harding Avenue -- Disabled Parking Permit Number 135757" by striking: "135757" and inserting: "134757" in lieu thereof; [O2025-0017681] |
| 26 | 2045 North Kenneth Avenue -- Disabled Parking Permit Number 135607; [O2025-0017695] |
| 27 | 2334 West Jackson Boulevard -- Disabled Parking Permit Number 136243; [O2025-0016921] |
| 27 | 625 North Homan Avenue -- Disabled Parking Permit Number 135816; [O2025-0017319] |
| 29 | 101 South Parkside Avenue -- Disabled Parking Permit Number 135494; [O2025-0016900] |
| 29 | 1814 North Nagle Avenue -- Disabled Parking Permit Number 136338; [O2025-0016932] |
| 29 | 1647 North Meade Avenue -- Disabled Parking Permit Number 135113; [O2025-0017688] |
| 29 | 5216 West Polk Street -- Disabled Parking Permit Number 136053; [O2025-0017736] |
| 30 | 3617 North Lockwood Avenue -- Disabled Parking Permit Number 135796; [O2025-0017714] |
| 31 | 3015 North Davlin Court -- Disabled Parking Permit Number 131621; [O2025-0017135] |
| 33 | 4538 North St. Louis Avenue -- Disabled Parking Permit Number 135951; [O2025-0016931] |
| 33 | 4342 North Sawyer Avenue -- Disabled Parking Permit Number 136109; [O2025-0017744] |

| Ward | Location And Permit Number |
|---|---|
| 35 | 3219 West Diversey Avenue (signs to be posted at 2749 North Sawyer Avenue) -- Disabled Parking Permit Number 134768; [O2025-0017220] |
| 35 | 2910 North Dawson Avenue -- Disabled Parking Permit Number 135066; [O2025-0017686] |
| 35 | 4341 West Shakespeare Avenue -- Disabled Parking Permit Number 135761; [O2025-0017709] |
| 35 | 3040 North Spaulding Avenue -- Disabled Parking Permit Number 136098; [O2025-0017742] |
| 35 | 3909 West Schubert Avenue -- Disabled Parking Permit Number 136310; [O2025-0017758] |
| 36 | 2209 North Mulligan Avenue -- Disabled Parking Permit Number 136107; [O2025-0017497] |
| 37 | 912 North Leamington Avenue -- Disabled Parking Permit Number 134990; [O2025-0016868] |
| 37 | Amend ordinance passed May 21, 2025, which reads: "1042 North Keystone Avenue -- Disabled Parking Permit Number 101629" by striking: "101629" and inserting: "130516" in lieu thereof; [O2025-0017682] |
| 37 | 5465 West Haddon Avenue -- Disabled Parking Permit Number 134822; [O2025-0017685] |
| 37 | 1519 North Long Avenue -- Disabled Parking Permit Number 135794; [O2025-0017712] |
| 37 | 1151 North Keystone Avenue -- Disabled Parking Permit Number 135825; [O2025-0017716] |
| 37 | 506 North Leamington Avenue -- Disabled Parking Permit Number 135914; [O2025-0017725] |
| 37 | 1023 North Lavergne Avenue -- Disabled Parking Permit Number 136229; [O2025-0017748] |

| Ward | Location And Permit Number |
|---|---|
| 38 | 5935 West Belle Plaine Avenue -- Disabled Parking Permit Number 136230; [O2025-0017364] |
| 38 | 3743 North Newland Avenue -- Disabled Parking Permit Number 136047; [O2025-0017734] |
| 39 | 4500 North Keystone Avenue (signs to be posted at 4032 West Sunnyside Avenue) -- Disabled Parking Permit Number 135201; [O2025-0017663] |
| 39 | 4819 North Lowell Avenue -- Disabled Parking Permit Number 135962; [O2025-0017664] |
| 39 | 4842 West Catalpa Avenue -- Disabled Parking Permit Number 134965; [O2025-0017665] |
| 39 | 4859 North Harding Avenue (signs to be posted at 4845 North Harding Avenue) -- Disabled Parking Permit Number 134271; [O2025-0017666] |
| 39 | 4915 North Pulaski Road -- Disabled Parking Permit Number 135631; [O2025-0017667] |
| 39 | 5508 North Kimball Avenue -- Disabled Parking Permit Number 135139; [O2025-0017668] |
| 39 | 5623 North Christiana Avenue -- Disabled Parking Permit Number 135221; [O2025-0017669] |
| 39 | 5811 North Elston Avenue -- Disabled Parking Permit Number 134333; [O2025-0017670] |
| 40 | 2642 West Winona Street -- Disabled Parking Permit Number 129082; [O2025-0017683] |
| 41 | 152 West Huron Street -- Disabled Parking Permit Number 135238; [O2025-0017590] |
| 41 | 6959 West Berwyn Avenue -- Disabled Parking Permit Number 136030; [O2025-0017731] |
| 45 | 6053 West Ardmore Avenue -- Disabled Parking Permit Number 136286; [O2025-0017756] |

| Ward | Location And Permit Number |
|---|---|
| 47 | 4404 North Greenview Avenue -- Disabled Parking Permit Number 136008; [O2025-0017728] |
| 48 | 5220 North Kenmore Avenue -- Disabled Parking Permit Number 133329; [O2025-0016802] |
| 48 | 5454 North Kenmore Avenue (signs to be posted at 5452 North Kenmore Avenue) -- Disabled Parking Permit Number 134932; [O2025-0016803] |
| 49 | 1522 West Howard Street (signs to be posted at 7601 North Bosworth Avenue) -- Disabled Parking Permit Number 136173; [O2025-0017346] |
| 50 | 2915 West Chase Avenue -- Disabled Parking Permit Number 136287; [O2025-0017757] |

*Repeal Of Disabled Permit Parking:*

| Ward | Location And Permit Number |
|---|---|
| 6 | Repeal Disabled Permit Parking Number 127598 at 8225 South Prairie Avenue; [O2025-0017671] |
| 11 | Repeal Disabled Permit Parking Number 91017 at 2540 South Princeton Avenue; [O2025-0017578] |
| 11 | Repeal Disabled Permit Parking Number 130508 at 3340 South Lowe Avenue; [O2025-0016870] |
| 13 | Repeal Disabled Permit Parking Number 124283 at 5806 West 64th Street; [O2025-0016934] |
| 13 | Repeal Disabled Permit Parking Number 40231 at 6419 South Oak Park Avenue; [O2025-0016935] |
| 13 | Repeal Disabled Permit Parking Number 120787 at 5833 South Menard Avenue; [O2025-0016936] |

| Ward | Location And Permit Number |
|---|---|
| 13 | Repeal Disabled Permit Parking Number 113521 at 5916 South Meade Avenue; [O2025-0016937] |
| 18 | Repeal Disabled Permit Parking Number 110705 at 7237 South Sacramento Avenue; [O2025-0017464] |
| 23 | Repeal Disabled Permit Parking Number 130970 at 5125 South Massasoit Avenue; [O2025-0016951] |
| 26 | Repeal Disabled Permit Parking Number 129534 at 1026 North Mozart Street; [O2025-0017486] |
| 26 | Repeal Disabled Permit Parking Number 128506 at 3309 West Le Moyne Street; [O2025-0017490] |
| 26 | Repeal Disabled Permit Parking Number 90657 at 1635 North Keystone Avenue; [O2025-0017491] |
| 31 | Repeal Disabled Permit Parking Number 131751 at 4249 West Nelson Street; [O2025-0017124] |
| 31 | Repeal Disabled Permit Parking Number 125418 at 2927 North Lotus Avenue; [O2025-0017494] |
| 31 | Repeal Disabled Permit Parking Number 132780 at 4835 West Cornelia Avenue; [O2025-0017501] |
| 33 | Repeal Disabled Permit Parking Number 64312 at 3246 North Troy Street; [O2025-0016929] |
| 38 | Repeal Disabled Permit Parking Number 129244 at 5251 West Hutchinson Street. [O2025-0017366] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

## ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.

[SO2025-0017947]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 18, 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 La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago*:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

| Ward | Location |
|---|---|
| 2 | Amend ordinance passed 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: "North Clark Street" and inserting in lieu thereof: "from a point 90 feet east of North Clark Street"; [O2025-0017409] |
| 3 | South Dearborn Street (east side of the street) from a point 20 feet north of West 47th Street to a point 305 feet north thereof; and South Dearborn Street (west side of the street) from a point 30 feet north of West 47th Street to a point 231 feet north thereof -- no parking/tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days; [SO2025-0016157] |
| 3 | South State Street (east side) from West 35th Street to West 37th Street -- no parking/tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days; [O2025-0016158] |
| 3 | South Wabash Avenue (west side) from East 48th Street to East 49th Street -- no parking/tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days; [O2025-0016159] |
| 3 | West 47th Street (both sides) from South State Street to South Federal Street -- no parking/tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days; [SO2025-0016161] |
| 11 | West 41st Street (south side) from South Halsted Street to the first alley east thereof -- no parking/tow-away zone -- at all times -- all days; [O2025-0016182] |
| 18 | West 79th Street (both sides of street) from South Kedzie Avenue to South Washtenaw Avenue -- no truck parking -- at all times -- all days; [SO2025-0015072] |
| 18 | West 79th Place (both sides of street) from South Western Avenue to South Oakley Avenue -- no truck parking -- at all times -- all days; [SO2025-0015075] |
| 18 | South Oakley Avenue (both sides of street) from West 74th Street to West 75th Street -- no truck parking -- at all times -- all days; [SO2025-0015410] |
| 21 | West 115th Street (north side) from South Bishop Street to South Laflin Street -- street cleaning -- no parking/tow-away zone -- 7:00 A.M to 9:00 A.M. -- Fridays, from April 1st through October 31st; [SO2025-0017238] |

| Ward | Location |
|---|---|
| 21 | West 87th Street (south side) from South Peoria Street to South Loomis Street -- street cleaning -- no parking/tow-away zone -- 7:00 A.M to 9:00 A.M. -- Tuesdays, from April 1st through October 31st; [O2025-0017584] |
| 21 | South Ashland Avenue (west side) from West 90th Street to West 93rd Street -- street cleaning -- no parking/tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Tuesdays, from April 1st to October 31st; and South Ashland Avenue (east side) from West 90th Street to West 93rd Street -- street cleaning -- no parking/tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Wednesdays, from April 1st to October 31st; [SO2025-0017586] |
| 27 | West Institute Place (south side of the street) from North Franklin Street to North Wells Street -- no parking/tow-away zone -- 11:00 P.M. to 6:00 A.M. -- Thursday through Sunday; [O2024-0012681] |
| 28 | South Morgan Street (east side) from a point 30 feet south of West Maxwell Street to a point 73 feet south thereof -- UIC police vehicles only -- no parking/tow-away zone -- at all times -- all days; [O2025-0017678] |
| 40 | West Winona Street (north side) from a point 78 feet west of North Ravenswood Avenue to a point 20 feet west thereof -- two percent reserved disabled parking/tow-away zone -- at all times -- Monday through Friday (public benefit); [O2025-0017675] |
| 48 | North Sheridan Road (west side) from a point 135 feet south of West Catalpa Avenue to a point 85 feet south thereof ("cutout" at the Huron Building on North Sheridan Road) -- loading/standing zone -- 15-minutes -- at all times -- all days; [O2024-0013826] |
| 48 | West Granville Avenue (south side) from a point 52 feet west of North Kenmore Avenue to a point 50 feet west thereof -- loading zone -- 15-minutes using flashing lights -- at all times -- all days; [SO2025-0016114] |
| 48 | North Broadway (west side) from a point 187 feet north of West Balmoral Avenue to a point 30 feet north thereof -- loading zone -- 15-minutes using flashing lights -- at all times -- all days. [SO2025-0016115] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2025-0017943]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 18, 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 La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago*:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

| Ward | Location And Permit Number |
|---|---|
| 1 | Residential Permit Parking Zone 154 on east side of 1719 West Ellen Street, starting at a point from the corner of North Hermitage Avenue and West Ellen Street and proceeding southbound to the first alley south of West Ellen Street and parallel to it (roughly 100 feet at the approximate address of 1276 North Hermitage Avenue) -- 6:00 P.M. to 10:00 A.M. -- all days; [O2025-0017018] |
| 11 | Amend ordinance passed December 11, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 21646, which reads: "Residential Permit Parking Zone 2459 at 2951 -- 2986 South Bonaparte Street (both sides) and 3021 -- 3031 South Lock Street (both sides) -- at all times -- all days" by striking: "2986" and inserting: "2987" in lieu thereof; [O2025-0017580] |
| 23 | Amend ordinance which reads: "Residential Permit Parking Zone 1396 at 5300 -- 5398 South Long Avenue (even side only) -- at all times -- all days" by adding: "5317 -- 5319 South Long Avenue"; [O2025-0017672] |
| 23 | Amend ordinance passed September 18, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 16614, which reads: "Residential Permit Parking Zone 2445 at 5201 -- 5238 South Lorel Avenue (both sides) -- at all times -- all days" by inserting: "West 52nd Street, from South Lorel Avenue to the first alley east thereof (south side only)"; [O2025-0017673] |
| 28 | Amend ordinance passed March 12, 2025, *Journal of the Proceedings of the City Council of the City of Chicago*, page 26820, which reads: "Amend ordinance passed July 25, 2018, which reads: "Residential Permit Parking Zone 2119 at West Polk Street (north side) from South Ogden Avenue to the eastern boundary of Livingston Park -- at all times -- all days" by adding: "2235 -- 2345 West Polk Street" to the existing zone; by striking: "Zone 2119" and inserting: "Zone 80" in lieu thereof; [O2025-0017764] |
| 35 | Repeal ordinance passed September 18, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 17336, which reads: "Residential Permit Parking Zone 93 at 2600 block of North Avers Avenue (west and east sides) -- at all times -- all days" by striking the above. [O2025-0017662] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.
[SO2025-0017945]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
*Chair.*

On motion of Alderperson La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

| Ward | Location And Type Of Sign |
|---|---|
| 3 | East 16th Street, from South Michigan Avenue to South Indiana Avenue; and East 18th Street, from South Michigan Avenue to South Indiana Avenue -- one-way southerly; [O2025-0017412] |
| 6 | East 76th Street and South Champlain Avenue -- "All-Way Stop", stopping all approaches; [O2024-0014106] |
| 6 | East 76th Street and South Evans -- "All-Way Stop", stopping all approaches; [O2024-0014107] |
| 6 | East 76th Street and South Langley Avenue -- "All-Way Stop", stopping all approaches; [O2024-0014108] |
| 30 | North Long Avenue, from West Eddy Street to West Addison Street -- one-way northerly except bicycles; and North Long Avenue, from West Addison Street to West Patterson Avenue -- one-way southerly except bicycles; [O2025-0017679] |
| 32 | West Wellington Avenue and North Hamilton Avenue -- "Stop", stopping southbound traffic on North Hamilton Avenue for West Wellington Avenue; [O2025-0016349] |
| 32 | West Barry Avenue and North Hamilton Avenue -- "Stop", stopping northbound traffic on North Hamilton Avenue for West Barry Avenue; [O2025-0016352] |
| 40 | West Granville Avenue underpass segment from North Ridge Avenue and North Ravenswood to North Ravenswood Avenue -- one-way westerly except bicycles; and West Granville Avenue, from North Paulina Street to North Clark Street -- one-way easterly except bicycles; [O2025-0017792] |

| Ward | Location And Type Of Sign |
|---|---|
| 40 | West Winnemac Avenue, from North Damen Avenue to North Wolcott Avenue -- speed limitation -- 20 miles per hour; [O2025-0017799] |
| 40/50 | West Granville Avenue, from North Kedzie Avenue to North Clark Street -- speed limitation -- 20 miles per hour; [O2025-0017802] |
| 40/50 | West Granville Avenue, from North Western Avenue to North Claremont Avenue -- one-way westerly except bicycles; [O2025-0017804] |
| 45 | North Rogers Avenue and North Latrobe Avenue -- "Stop", stopping northbound North Latrobe Avenue for North Rogers Avenue; [O2024-0011704] |
| 45 | West Higgins Avenue and North Mango Avenue -- "No Right Turn", eastbound West Higgins Avenue to North Mango Avenue -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday; [O2024-0014363] |
| 47 | West Winnemac Avenue, from North Clark Street to North Broadway -- one-way easterly except bicycles; [O2025-0017659] |
| 47 | West Winnemac Avenue, from North Wolcott Avenue to North Broadway -- speed limitation -- 20 miles per hour; [O2025-0017660] |
| 50 | West Glenlake Avenue and North Monticello Avenue -- "All-Way Stop", stopping all approaches. [O2025-0017421] |

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

## COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS AND RECREATION.

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APPOINTMENT OF KIMBERLY A. BARES AS MEMBER OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2025-0017537]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, June 11, 2025.

*To the President and Members of the City Council:*

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred a communication appointing Kimberly A. Bares as a member of the Cultural Affairs and Special Events Advisory Council (A2025-0017537), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on June 11, 2025.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
*Chair.*

On motion of Alderperson Sposato, the committee's recommendation was *Concurred In* and the said proposed appointment of Kimberly A. Bares as a member of the Cultural Affairs and Special Events Advisory Council 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF JAN FELDMAN AS MEMBER OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2025-0017536]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, June 11, 2025.

*To the President and Members of the City Council:*

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred a communication appointing Jan Feldman as a member of the Cultural Affairs and Special Events Advisory Council (A2025-0017536), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on June 11, 2025.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
*Chair.*

On motion of Alderperson Sposato, the committee's recommendation was *Concurred In* and the said proposed appointment of Jan Feldman as a member of the Cultural Affairs and Special Events Advisory Council 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF CAROLINE K. NG AS MEMBER OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2025-0017538]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, June 11, 2025.

*To the President and Members of the City Council:*

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred a communication appointing Caroline K. Ng as a member of the Cultural Affairs and Special Events Advisory Council (A2025-0017538), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on June 11, 2025.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
*Chair.*

On motion of Alderperson Sposato, the committee's recommendation was *Concurred In* and the said proposed appointment of Caroline K. Ng as a member of the Cultural Affairs and Special Events Advisory Council 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF BILLY OCASIO AS MEMBER OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2025-0017535]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, June 11, 2025.

*To the President and Members of the City Council:*

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred a communication appointing Billy Ocasio as a member of the Cultural Affairs and Special Events Advisory Council (A2025-0017535), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on June 11, 2025.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
*Chair.*

On motion of Alderperson Sposato, the committee's recommendation was *Concurred In* and the said proposed appointment of Billy Ocasio as a member of the Cultural Affairs and Special Events Advisory Council 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF JORGE PEREZ AS MEMBER OF CULTURAL AFFAIRS AND SPECIAL EVENTS ADVISORY COUNCIL.

[A2025-0017539]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, June 11, 2025.

*To the President and Members of the City Council:*

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred a communication appointing Jorge Perez as a member of the Cultural Affairs and Special Events Advisory Council (A2025-0017539), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on June 11, 2025.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,
*Chair.*

On motion of Alderperson Sposato, the committee's recommendation was *Concurred In* and the said proposed appointment of Jorge Perez as a member of the Cultural Affairs and Special Events Advisory Council 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

## COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

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AMENDMENT OF SECTIONS 9-76-160, 9-92-030 AND 9-100-020 OF MUNICIPAL CODE ESTABLISHING FINES AND PENALTIES FOR UNATTENDED VEHICLES ON PUBLIC WAY WITHOUT REGISTRATION PLATE OR OTHER REGISTRATION MATERIAL.

[SO2025-0017559]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith (SO2025-0017559) regarding the amendment of Municipal Code Sections 9-76-160, 9-92-030 and 9-100-020 establishing fines and penalties for unattended vehicles on the public way without registration plate or other registration material. The original ordinance was referred to the committee on May 21, 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 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 9-76-160 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

9-76-160 Registration Plates.

(a) Every vehicle in the City subject to the registration plates requirements of the Illinois Vehicle Code shall bear registration plates in the manner required by that Code. It is illegal to park a vehicle on any roadway if the registration plate or other registration material fails to comply with this subsection. Any person who violates this subsection shall be fined the amount set forth in Section 9-100-020 for each offense. Specific requirements for covered vehicles are set forth below:

(Omitted text is unaffected by this ordinance.)

(5) It is unlawful for any person

(Omitted text is unaffected by this ordinance.)

(D) to leave any vehicle on the public way

~~(i) without a registration plate, digital registration plate, or temporary permit, or~~

~~(ii)~~ with a registration plate, digital registration plate, or temporary permit that is not registered to that vehicle.

(6) It is unlawful for any person to leave any vehicle on the public way without a registration plate, digital registration plate, or temporary permit.

(Omitted text is unaffected by this ordinance.)

(e) Any individual cited for violation of subsection (b) of this section may raise as an affirmative defense that the violation has been corrected prior to adjudication of the citation. The affirmative defense provided in this subsection shall apply to all citations issued within a 30-day period prior to the date of compliance for the same violation, and it shall be limited to only one such defense per a permanent vehicle license plate number of a vehicle registered in the name of an individual defendant as a sole or joint owner.

(f) A vehicle parked on the public way in violation of subsection (a)(6) of this section shall be subject to a tow in accordance with Section 9-92-030.

SECTION 2. Section 9-92-030 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

9-92-030 Authority To Impound Or Otherwise Relocate Vehicle.

Members of the Police Department and employees of the Department of Streets and Sanitation, and employees of the Department of Aviation with respect to violations occurring at O'Hare International Airport, are authorized to issue a notice of parking violation and may authorize the removal of a vehicle from any public way to a City vehicle pound or authorized garage or other legal parking space in the public way under the following circumstances:

(Omitted text is unaffected by this ordinance.)

(c) When an unattended vehicle is parked, stopped, or standing in violation of Sections 9-40-060, 9-64-020; 9-64-050, 9-64-070, 9-64-100, 9-64-110, 9-64-120, 9-64-130(b), 9-64-140(b), 9-64-150(b), 9-64-160(b), 9-64-165(f), 9-64-170, 9-64-210, 9-76-160(a)(6), 9-80-080(a), or 9-80-130;

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 9-100-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-100-020 Violation -- Penalty.

(a) The violation of any provision of the traffic code prohibiting or restricting vehicular standing or parking, or establishing a compliance, automated speed enforcement system, or automated traffic law enforcement system violation, shall be a civil offense punishable by fine, and no criminal penalty, or civil sanction other than that prescribed in the traffic code, shall be imposed.

(Omitted text is unaffected by this ordinance.)

(c) The fines listed below shall be imposed for violation of the following sections of the traffic code:

| Traffic Code Section | Fine |
|---|---|

(Omitted text is unaffected by this ordinance.)

| | |
|---|---|
| 9-76-160(a)(5) and (6) | $250.00 |

(Omitted text is unaffected by this ordinance.)

*SECTION 5. This ordinance shall take effect 10 days after passage and publication.

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AMENDMENT OF SECTION 11-4-1600 OF MUNICIPAL CODE ESTABLISHING FINES FOR VEHICLE DUMPING VIOLATIONS.

[SO2025-0017568]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith (SO2025-0017568) regarding the amendment of Municipal Code Section 11-4-1600 establishing fines for vehicle dumping violations. The original ordinance was referred to the committee on May 21, 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.*

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* Editor's Note: SECTION 4 is missing in the original document.

On motion of Alderperson Mitchell, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Section 11-4-1600 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

11-4-1600 Violation Of Sections 7-28-390, 7-28-440, Or 11-4-1500 -- Penalty.

(Omitted text is unaffected by this ordinance.)

(b) In addition to any other penalties imposed under this section, the registered owner of record of any vehicle ~~who knew or should have known that his or her vehicle was~~ used in violation of Sections 7-28-390, 7-28-440, or 11-4-1500 shall be jointly and severally liable with any person operating or in control of the vehicle at the time of the violation. A recorded image of the license plate on the vehicle shall create a rebuttable presumption that the person that last registered the plate is the registered owner of the vehicle.

(Omitted text is unaffected by this ordinance.)

(f) In addition to the fines provided under this section, any motor vehicle that is used in violation of Section 7-28-390 or 7-28-440 shall be subject to seizure and impoundment pursuant to this section. The owner of record of any motor vehicle that is seized and impounded pursuant to this section shall be liable to the City for an administrative penalty of $1,000, plus towing and storage fees. Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this section, the police officer shall provide for the towing of the vehicle to a facility controlled by the City or its agent. Before or at the time the vehicle is towed, the police officer shall notify any person identifying himself as the owner of the vehicle at the time of the alleged violation or any person who is found to be in control of the vehicle at the time of the alleged violation, if there is such person, of the fact of the seizure and of the vehicle owner's right to request a preliminary hearing to be conducted under Section 2-14-132 of this Code by serving

such person with a copy of the vehicle impoundment seizure report. Section 2-14-132 shall apply whenever a motor vehicle is seized and impounded pursuant to this section.

(g) The City may obtain permanent or temporary injunctive relief in the Circuit Court of Cook County, Illinois, for any violation of Sections 7-28-390, 7-28-440, or 11-4-1500.

(h) Use of a vehicle owned by a business licensed or required to be licensed under Title 4 of the Code to commit a violation of Section 7-28-390 or 7-28-440 shall be grounds for suspension or revocation of the business license, in accordance with Section 4-4-280, or for denial of an application for a business license in accordance with Section 4-4-060. Identification of the business on the vehicle by words, symbols, images, or otherwise, shall be prima facie evidence that the vehicle is owned by the business.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect 10 days following passage and publication.

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## APPROVAL OF PLAT OF KASPER SKIBA RESUBDIVISION.

[O2025-0017553]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 18, 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 Kasper Skiba Resubdivision (O2025-0017553), being a proposed resubdivision bounded by West Root Street, West 42nd Street, South Halsted Street and South Emerald Avenue located in the 11th Ward. This ordinance was referred to the committee on May 21, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The 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 Kasper Skiba Resubdivision, being a resubdivision of certain lots owned by Kasper Development LLC ( "Developer"), in the block bounded by West Root Street, West 42nd Street, South Halsted Street and South Emerald Avenue, and legally described in the attached plat (Exhibit A) which, for greater certainty, is hereby made a part of this ordinance. The legal description and the PIN/address range of the property that is subject of the resubdivision are included in the attached Exhibits B and C, respectively, and incorporated here.

SECTION 2. The resubdivision herein provided for is made under the express condition that the Developer and its successors and assigns, shall hold harmless, indemnify, and defend the City of Chicago from all claims related to the resubdivision.

SECTION 3. The resubdivision herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully-stamp approved, certified copy of this ordinance, together with the approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication. The resubdivision shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Introduced By:

(Signed) Nicole Lee
Alderperson, 11th Ward

CDOT File Number:

04-11-24-4083.

[Exhibit "A" referred to in this ordinance printed on pages 29805 and 29806 of this *Journal*.]

Exhibits "B" and "C" referred to in this ordinance read as follows:

*Exhibit "B".*

*Legal Description.*

Lots 19 through 34, except that part lying northerly of the following described line: beginning at the southwest corner of Lot 33; thence northeasterly in a straight line to a point in Lot 33, said point being 19 feet north of the south line of said Lot 33, as measured at right angles thereto and 81 feet east of the west line of said Lot 33, as measured at right angles thereto; thence continuing northeasterly in a straight line to a point on the east line of Lot 34, 15 feet north of the southeast corner thereof, as measured along said east line, all inclusive, in Block 13 in a subdivision of Blocks 5 and 13 in Superior Court Partition of the west half of the northwest quarter in Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, recorded as Document Number 708928 on April 20, 1886 in Cook County, Illinois, said above described parcel containing 44,243 square feet or 1.016 acres, more or less.

*Exhibit "C".*

*Address Range And PINs.*

Commonly Known As:

4154 -- 4192 South Emerald Avenue,
734 -- 758 West 42nd Street and
4161 -- 4193 South Halsted Street
All in Chicago, Illinois 60609.

Permanent Index Numbers ("PINs"):

20-04-117-012;

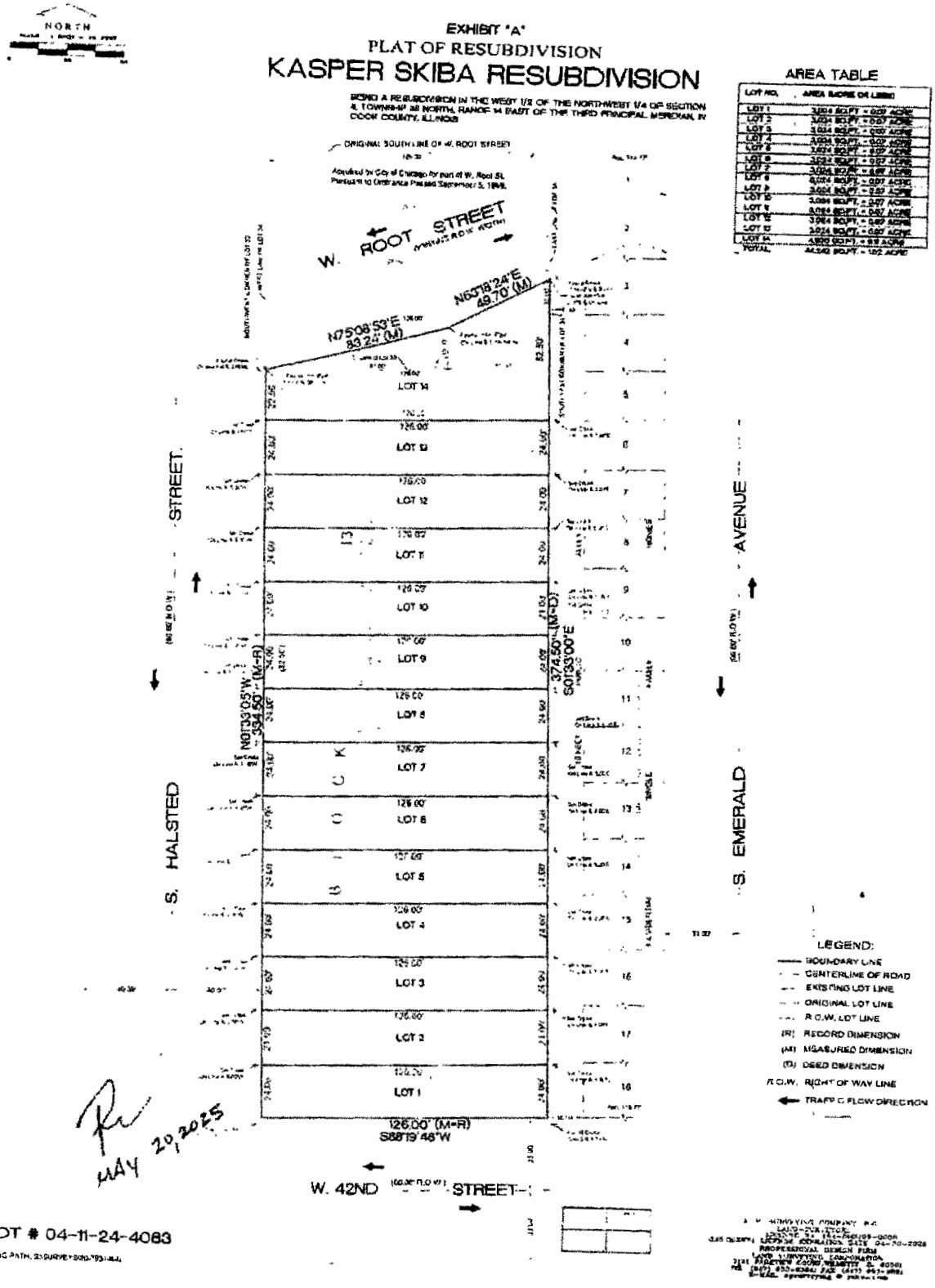
20-04-117-013;

20-04-117-014;

20-04-117-028;

20-04-117-029; and

20-04-117-048.


NORTH
EXHIBIT "A"
PLAT OF RESUBDIVISION
KASPER SKIBA RESUBDIVISION
AREA TABLE
W. ROOT STREET
N67°18'24"E 49.70' (M)
N7°08'53"E 83.24' (M)
LOT 14
LOT 13
LOT 12
LOT 11
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
LOT 3
LOT 2
LOT 1
S. HALSTED STREET
S. EMERALD AVENUE
N01°33'05"W 334.50' (M=R)
S01°33'00"E 374.50' (M=D)
126.00' (M=R)
S88°19'48"W
W. 42ND STREET
LEGEND:
BOUNDARY LINE
CENTERLINE OF ROAD
EXISTING LOT LINE
ORIGINAL LOT LINE
R.O.W. LOT LINE
(R) RECORD DIMENSION
(M) MEASURED DIMENSION
(D) DEED DIMENSION
R.O.W. RIGHT OF WAY LINE
TRAFFIC FLOW DIRECTION
May 20, 2025
CDOT # 04-11-24-4083
SHEET 1 OF 2




MAIL TO:
KOLPAK LAW GROUP
6767 N MILWAUKEE AVE. SUITE 202
NILES, ILLINOIS 60714

PREPARED FOR:
KASPER DEVELOPMENT, LLC
445 W. 41st. CHICAGO, IL 60609

## LEGAL DESCRIPTION:

LOTS 19 THROUGH 34, EXCEPT THAT PART LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT THE SOUTHWEST CORNER OF LOT 33; THENCE NORTHEASTERLY IN A STRAIGHT LINE TO A POINT IN LOT 33, SAID POINT BEING 18 FEET NORTH OF THE SOUTH LINE OF SAID LOT 33, AS MEASURED AT RIGHT ANGLES THERETO AND 18 FEET EAST OF THE WEST LINE OF SAID LOT 33, AS MEASURED AT RIGHT ANGLES THERETO; THENCE CONTINUING NORTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 34, 18 FEET NORTH OF THE SOUTH EAST CORNER THEREOF, AS MEASURED ALONG SAID EAST LINE, ALL INCLUSIVE IN BLOCK 13 IN A SUBDIVISION OF BLOCKS 5 AND 13 IN SUPERIOR COURT PARTITION OF THE WEST 1/2 OF THE NORTHWEST 1/4 IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED AS DOCUMENT NUMBER 708818 ON APRIL 30, 1868 IN COOK COUNTY, ILLINOIS. SAID ABOVE DESCRIBED PARCEL CONTAINING 44,243 SQ. FT OR 1016 ACRES MORE OR LESS.

## AFFECTED PINs:

| | | |
|---|---|---|
| # 20-04-117-029 | PART OF LOT 33,34, AND LOTS 23, 24,25 | 4101-4109 S. HALSTED ST |
| # 20-04-117-028 | LOTS 23, 24,27 | 4101-4109 S. HALSTED ST |
| # 20-04-117-026 | LOT 34 | 4101-4109 S. HALSTED ST |
| # 20-04-117-013 | LOT 30 | 4101-4109 S. HALSTED ST |
| # 20-04-117-014 | LOTS 29,30 | 4101-4107 S. HALSTED ST |
| # 20-04-117-012 | LOTS 9,20 | 4101-4109 S. HALSTED ST |

CHICAGO DEPARTMENT OF TRANSPORTATION

CITY - DEPARTMENT OF FINANCE

## ZONING INFORMATION

SUBJECT PROPERTY IS LOCATED IN B2-2 ZONING DISTRICT IS IDENTIFIED AS A NEIGHBORHOOD MIXED-USE DISTRICT. RETAIL STORE FRONTS, APARTMENTS ALLOWED ON THE GROUND FLOOR. INTENDED TO SERVE DEVELOPMENT IN COMMERCIAL CORRIDORS WITH LAW DEMAND FOR RETAIL.

COOK COUNTY

## OWNER CERTIFICATE

WE, KASPER DEVELOPMENT, LLC. DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED HEREON AND THAT WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND RESUBDIVIDED AS SHOWN HEREON.

DATED AT _____, ILLINOIS, THIS _____ DAY OF _____ A.D.20___.
CITY DATE MONTH

BY: _____
OWNER'S SIGNATURE

ATTEST: _____
SIGNATURE

TITLE: _____
MANAGER

TITLE: _____
PRINT TITLE

## NOTARY PUBLIC

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY IN THE STATE AFORESAID DO HEREBY CERTIFY THAT "VISION GROUP INVESTMENTS" JOSEPH LIBERTI WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS OWNERS OF THE PROPERTY DESCRIBED HEREON, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL.

THIS _____ DAY OF _____ A.D., 20___.
DATE MONTH

_____
NOTARY PUBLIC SIGNATURE

_____
PRINT NAME

MY COMMISSION EXPIRES ON _____ A.D.20___.
DATE MONTH

5/20/2025

CDOT # 04-11-24-4083

DRAWING PATH: S:\SURVEYS\2025\SUR-RAU

A. P. SURVEYING COMPANY, INC.
ILLINOIS LAND SURVEYORS
LICENSE NO. 184-003328-0008
PROFESSIONAL DESIGN FIRM
LAND SURVEYING CORPORATION
2121 CAROLINE COURT, NAPERVILLE, IL 60563
TEL. (847) 483-5345, FAX. (847) 955-9191

## SURVEYOR'S NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS PARTS THEREOF.
2. BEARINGS ARE BASED ON STATE PLANE COORDINATE SYSTEM NAD 83 (2011 ADJUSTMENT), ILLINOIS EAST ZONE.
3. NO DIMENSIONS SHALL BE DERIVED FROM SCALE MEASUREMENT.
4. DUE TO ONGOING CONSTRUCTION ON SITE, ALL LOT CORNERS WILL BE SET POST-CONSTRUCTION.
5. CHICAGO PUBLIC SCHOOLS - DISTRICT 299
   1) HENDERSON ELEMENTARY COMMUNITY ACADEMY (GRADES K-8)
   2) TILDEN CAREER COMMUNITY ACADEMY HIGH SCHOOL (GRADES 9-12)
   3) GRAHAM A ELEMENTARY SCHOOL (GRADES K-8)

## SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF COOK ) SS

WE DECLARE THAT THE ABOVE DESCRIBED PROPERTY WAS SURVEYED AND SUBDIVIDED BY A.P. SURVEYING COMPANY, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-003328 EXPIRATION DATE 04-30-2025, AND THAT THE PLAT HEREON DRAWN IS A CORRECT REPRESENTATION OF SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

SAID PROPERTY CONTAINS 44,243 SQUARE FEET OR 1.016 ACRES, MORE OR LESS.

WE FURTHER DECLARE, BASED UPON A REVIEW OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 17031C0609, MAP WITH AN EFFECTIVE DATE/MAP REVISED OF AUGUST 19, 2019, IT IS OUR CONSIDERED OPINION THAT THIS PROPERTY LIES IN ZONE X (UNSHADED) - AREA OF MINIMAL FLOOD HAZARD AS IDENTIFIED BY SAID FIRM MAP.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, AS APPLICABLE TO PLATS OF SUBDIVISION.

I HEREBY AUTHORIZE - VISION GROUP INVESTMENTS - JOSEPH LIBERTI - OR THEIR AGENT TO FILE THIS PLAT OF RESUBDIVISION WITH THE COOK COUNTY RECORDER'S OFFICE.

GIVEN UNDER OUR HAND AND SEAL THIS 20TH DAY OF MAY, 2025.

JACK A. KLOPEK, SR. ILLINOIS REG. NO. 3355
LICENSE EXPIRATION NOVEMBER 30, 2026.

(VALID ONLY IF EMBOSSED SEAL AFFIXED)

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, June 18, 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 May 17 and May 21, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Ash West Town LLC.*

[O2025-0016869]

*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 Ash West Town LLC, 1735 -- 1747 West Grand Avenue, Chicago, Illinois 60622, 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.

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*Brothers Upholstery, Inc./Ninib K. Khanono.*

[O2025-0017349]

*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 Brothers Upholstery, Inc./Ninib K. Khanono, 3716 West Irving Park Road, 1st Floor, 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.

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*Carstar International Auto Rebuilders.*

[O2025-0017468]

*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 Carstar International Auto Rebuilders, 931 North Kedzie 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.

*Community Auto Sales, Inc.*

[O2025-0017044]

*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 Community Auto Sales, Inc. of 525 North Cicero Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Healthcare Alternative Systems, Inc.*
(4737 W. Chicago Ave.)

[O2025-0017041]

*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 Healthcare Alternative Systems, Inc. of 4737 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.

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*Healthcare Alternative Systems, Inc.*
(4739 W. Chicago Ave.)

[O2025-0017043]

*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 Healthcare Alternative Systems, Inc. of 4739 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.

*James Lowell Elementary School.*

[O2025-0017331]

*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 James Lowell Elementary School located at 3320 West Hirsch Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*La Locanda.*

[O2025-0017428]

*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 La Locanda from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 5129 South Archer Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Metropolitan Family Services.*

[O2025-0017095]

*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 Transportation is hereby authorized and directed to exempt Metropolitan Family Services of 235 East 103rd 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.

*Mollison World Elementary School.*

[O2025-0017351]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-4035 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and directed to exempt Mollison World Elementary School (Chicago Public Schools/Board of Education of the City of Chicago), 4415 South Dr. Martin Luther King, Jr. Drive, 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 be in force and take effect from and after its passage and publication.

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*North Star Auto Body.*

[O2025-0017493]

*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 North Star Auto Body located at 3550 West North Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Unicorn Auctions LLC.*

[O2025-0016829]

*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 Unicorn Auctions LLC, 1801 West Foster Avenue, Chicago, Illinois 60640, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 1801 West Foster Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*West Randolph LLC.*

[O2025-0016960]

*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 West Randolph LLC, 1234 West Randolph Street, Chicago, Illinois 60607, 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.

---

*1201 W. Fulton Partners LLC.*

[O2025-0016961]

*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 1201 W. Fulton Partners LLC, 220 North Racine Avenue, Chicago, Illinois 60607, 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.

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*1539 N. Pulaski Road HHDC, L.P.*

[O2025-0017330]

*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 N. Pulaski Road HHDC, L.P., located at 1539 North Pulaski Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*5394 N. Milwaukee LLC/Mehmet And Denisse Yavuz.*

[O2025-0016863]

*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 5394 N. Milwaukee LLC/Mehmet and Denisse Yavuz, 5394 North Milwaukee 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.

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## STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 18, 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 May 7 and May 21, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*E. 75th St., Between S. Dr. Martin Luther King, Jr. Dr. And S. Vernon Ave., To Be Known As "Lawrence Calvin D'Antignac Way".*

[O2025-0017382]

*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 East 75th Street, between South Dr. Martin Luther King, Jr. Drive and South Vernon Avenue, as "Lawrence Calvin D'Antignac Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

---

*W. 18th St., From S. Loomis St. To S. Laflin St., To Be Known As "Honorary Lucia 'Lucy' Gutierrez Way".*

[O2025-0017565]

*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 West 18th Street, from South Loomis Street to South Laflin Street, as "Honorary Lucia 'Lucy' Gutierrez Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*E. 46th St., Between S. Ellis Ave. And S. Greenwood Ave., To Be Known As "Honorary Rev. Dr. Leroy Sanders Way".*

[O2025-0016867]

WHEREAS, The City of Chicago has been notified of the passing on Friday, December 13, 2024, of Reverend Doctor Leroy Sanders, of Kenwood United Church of Christ, by the Honorable Lamont Robinson, Alderperson of the 4th Ward; and

WHEREAS, Leroy Sanders was born and raised on the South Side of Chicago. He was a graduate of Burke Elementary School, and he received his Bachelor of Science degree from Chicago State University; and

WHEREAS, He would go on to receive a Master of Divinity degree from Chicago Theological Seminary, in 1979, and later in life he would receive a doctorate from the same esteemed institution; and

WHEREAS, Reverend Dr. Sanders served as associate minister of Progressive Community Church from 1976 to 1978. He also became associated with Trinity United Church of Christ, under the pastorate of Reverend Dr. Jeremiah A. Wright, Jr., where he began working with the United Church of Christ; and

WHEREAS, Reverend Sanders was called to become pastor of the Kenwood United Church of Christ in 1980, where he would eventually come to serve as senior pastor; and

WHEREAS, Reverend Dr. Sanders volunteered in his broader community by serving on the Hyde Park/Kenwood Interfaith Council and various United Church of Christ leadership boards and committees; and

WHEREAS, Under the leadership of the reverend and his wife of over 52 years, Norma Jean, the Norma Jean Sanders Free Clinic has admirably offered walk-in health services to the South Side; and

WHEREAS, That we, the Mayor and members of the City Council of the City of Chicago, do hereby honor and recognize Reverend Doctor Leroy Sanders for his life's work and

numerous contributions to the City of Chicago, and extend our sincere condolences to his family; 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 East 46th Street, between South Ellis Avenue and South Greenwood Avenue, as "Honorary Rev. Dr. Leroy Sanders Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*S. Throop St., From W. 21st St. And W. Cermak Rd., To Be Known As "Honorary Gilberto Villaseñor, Sr. And Ignacio Villaseñor St.".*

[O2025-0017566]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows the erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of South Throop Street, from West 21st Street and West Cermak Road, as "Honorary Gilberto Villaseñor, Sr. and Ignacio Villaseñor St.".

SECTION 2. This ordinance shall take effect upon its passage and publication.

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*Re-Referred* -- AMENDMENT OF SECTION 17-10-1002 OF MUNICIPAL CODE REQUIRING ALL OFF-STREET PARKING AREAS AND DRIVEWAYS TO BE IMPROVED WITH COMPACT BASE OF 4-INCH, ALL WEATHER, DUSTLESS MATERIALS.

[O2025-0017545]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, June 18, 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 *Re-Refer* to the Committee on Zoning, Landmarks and Building Standards the proposed ordinance transmitted herewith (O2025-0017545) regarding the amendment of Municipal Code Section 17-10-1002 requiring all off-street parking areas and driveways to be improved with a compacted base of 4-inch, all weather, dustless materials. Sand or gravel is not considered a dustless material. This ordinance was originally referred to the committee on May 21, 2025.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
*Chair.*

On motion of Alderperson Mitchell, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Zoning, Landmarks and Building Standards* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

## COMMITTEE ON WORKFORCE DEVELOPMENT.

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AUTHORIZATION FOR EXECUTION OF COLLECTIVE BARGAINING AGREEMENT WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS, TEAMSTERS LOCAL UNION NO. 700.

[O2025-0017321]

The Committee on Workforce Development submitted the following report:

CHICAGO, June 18, 2025.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an ordinance (O2025-0017321), authorizing the execution of the Collective Bargaining Agreement between the City of Chicago and the International Brotherhood of Teamsters, Teamsters Local Union Number 700, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance submitted herewith.

At the meeting, this ordinance was passed out of the committee by a unanimous voice vote of those members present.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
*Chair.*

On motion of Alderperson Rodríguez, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The City Council hereby approves an agreement, substantially as set forth in the term sheet attached hereto, dated May 13, 2025, between the City of Chicago and the International Brotherhood of Teamsters, Local 700 (Shift Supervisors of Security Communications Center ("SSSCCs") and Airport Operations Center Coordinators ("AOCCs")). The Mayor is authorized to execute this agreement.

SECTION 2. This ordinance shall be in force and effect upon its passage and approval.

[Collective Bargaining Agreement referred to in this ordinance omitted for printing purposes but on file and available for public inspection in the Office of the City Clerk and at www.chicityclerk.com]

Term Sheet attached to this ordinance reads as follows:

*Term Sheet.*

May 13, 2025

**Term Sheet for the Collective Bargaining Agreement between the International Brotherhood of Teamsters, Local 700 (Shift Supervisors of Security Communications Center (SSSCCs) and Airport Operations Center Coordinators (AOCCs) and the City of Chicago**

1. **Term:** July 1, 2022, through June 30, 2027—5 years (effective upon ratification by the bargaining unit and City Council)

2. **Base Salary Increases:** 18.25% - 24.25%

| | |
|---|---|
| Effective 7/1/22 | 3.0% (for SSSCCs only) |
| Effective 1/1/23 | 3.0% (for SSSCCs only) |
| *Effective 1/1/24 | 3.0% - 5.0% (for SSSCCs only) |
| *Effective 1/1/25 | 3.0% - 5.0% (for SSSCCs and AOCCs) |
| *Effective 1/1/26 | 3.0% - 5.0% (for SSSCCs and AOCCs) |
| Effective 1/1/27 | 3.25% (for SSSCCs and AOCCs) |

*In these years, the percentage increase varies depending upon the U.S. City Average CPI-U. If the CPI-U is 5% or more, then the percentage increase will be 5%. If it is between 3% and 5%, the percentage increase will be equal to the CPI-U, rounded to the nearest tenth of one percent. If it is 3% or less, the percentage increase will be 3%. The June CPI-U released in July of the preceding year will be used to determine the percentage increases in 2024, 2025 and 2026.

3. **Other Economic Terms**: Set forth in the attached tentative agreements and includes:

- **Signing Bonus:** Effective 1/1/24, City will provide a lump sum signing bonus/pandemic pay bonus in the amount of $1,000; the City will provide a $2,000 bonus effective 1/1/25.
- **Deferred Compensation:** Effective 1/1/24, City will contribute $1.50 for each dollar contributed by each employee up to a maximum of $750/year. Effective 1/1/27, the City will contribute $1.75 for each dollar contributed by each employee up to a maximum of $875/year.
- **Paid Parental Leave:** Extended the City's Paid Parental Leave policy to employees.
- **Holidays:** Added the Juneteenth holiday for all employees.

- **Salary Schedule:** Beginning 30 days after ratification, adjustments made to the salary schedule to achieve parity over the life of the agreement with same-graded titles.

4. **Other Terms:** Set forth in the attached tentative agreements and includes:

- **Recognition:** Added Airport Operations Center Coordinators to the bargaining unit
- **Vacations:** Employees can carry over 5 vacation days, 7 vacation days if the employee has 10 or more years of service
- **Grievance Procedure:** Modified the grievance procedure to allow for more meetings
- **Use of File Material:** Allowed discipline to be used for 18 months, and disallowed placing anonymous materials in employee's personnel file.
- **Direct Deposit and Electronic Deposit Advice:** Developed a plan to move employees to direct deposit and receipt of electronic deposit advice (green slips)
- **Union Security/*Janus*:** Agreed to Janus language consistent with our obligations under the law, including dues deduction, and allowed for new employee and union steward training.
- **Medical Leaves:** Placed caps on medical leave and provided a mechanism to address employees who do not comply with leave provisions.
- **Payments of Wages/Settlements/Judgements:** Provided a time frame by which monetary payments, including base wages, overtime, settlements/judgments will be paid, as well as a process to address pay discrepancies.
- **Recall Rights:** Extended recall rights for laid off employees and adjusted continuous service language to match the time frame for recall rights.
- **Disciplinary Action:** Reached agreement on disciplinary action for cannabis testing.

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("MOA") is made and entered into this 1 day of May 2025, by and between the City of Chicago ("City) and the International Brotherhood of Teamsters, Local 700 ("Teamsters").

1. The parties hereby tentatively agree to enter into a successor collective bargaining agreement ("the Agreement"), subject to the following terms and conditions:

(A) The Agreement shall consist of the terms contained in the June 1, 2017 – June 30, 2022 collective bargaining agreement between the parties, which terms shall hereby be extended and continued in full operation and effect through 11:59 p.m. on June 30, 2022, except only as specifically modified by the revisions specified in the attachments appended to this MOA, hereby made a part hereof, and hereby agreed to and adopted by the parties.

(B) The City and the Teamsters hereby agree to and adopt each of the revisions to the June 1, 2017 – June 30, 2022 collective bargaining agreement specified in the attachments appended to this MOA.

2. It is mutually understood and agreed that the terms of paragraph 1 of this MOA shall be null and void unless and until said terms are ratified by both (a) the members of the bargaining unit represented by the Teamsters, in accordance with applicable rules, by-laws and procedures established by Teamsters, which ratification shall be certified to the City in writing; and (B) the City Council of the City of Chicago ("City Council").

3. The effective date of the Agreement shall be the effective date of an ordinance passed by City Council approving the Agreement.

4. No terms of the Agreement shall be retroactive, except only to the extent expressly provided in the Agreement.

**AGREED:**

**FOR INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 700 (representing the SSSCCs and AOCCs)**

**FOR THE CITY OF CHICAGO**

## COMMITTEE ON ZONING, LANDMARKS AND BUILDING STANDARDS.

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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 June 17, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0017338, the historical landmark designation for Morning Star Baptist Church of Chicago located in the 3rd Ward.

Page 1 also contains Document Number SO2024-0010378, the historical landmark designation for St. Adalbert Parish located in the 25th Ward, noting that Alderperson Villegas was recorded as voting "No" on this item.

Page 1 also contains Document Number O2025-0017334, the historical landmark designation for Harris Trust and Savings Bank located at 111 West Monroe Street in the 34th Ward.

Page 1 further contains two fee waivers for landmarked properties in the 1st and 24th Wards.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 7th, 11th, 19th, 21st, 24th, 26th, 27th, 28th, 29th, 31st, 32nd, 34th, 35th, 36th, 37th, 38th, 39th, 46th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 14th, 27th, 32nd, 34th, 36th, 41st, 42nd and 50th Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 1-J.*
(Application No. A-8987)
(Common Address: 714 -- 726 N. Kedzie Ave.)

[O2025-0016906]

*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 Single-Unit Residential District symbols and indications as shown on Map Number 1-J in the area bounded by:

North Kedzie Avenue; the alley next north of and parallel to West Huron Street; the alley next west of and parallel to North Kedzie Avenue; and a line 276.10 feet south of and parallel to West Chicago Avenue,

to those of a POS-1 Parks and Open Space District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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*Reclassification Of Area Shown On Map No. 2-F.*
(As Amended)
(Application No. 22707T1)
(Common Address: 101 -- 115 W. Madison St./2 -- 4 S. Clark St.)
[SO2025-0016450]

*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 DC-16 Downtown Core District symbols and indications as shown on Map Number 2-F in the area bounded by:

West Madison Street; South Clark Street; a line 50.65 feet south of and parallel to West Madison Street; and the public alley next west of and parallel to South Clark Street,

to those of a DC-16 Downtown Core District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Floor Plans and Clark and Madison Street Facade attached
to this ordinance printed on pages 29827
through 29830 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**SUBSTITUTE NARRATIVE AND PLANS**
TYPE I Rezoning from DC-16 to DC-16
101-115 West Madison Street / 2-4 South Clark Street

**The Property**

The property is improved with a 24-story vacant commercial building with no parking. The property is a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance, Section 17-10-0102-B (1), as it is has frontage on South Clark Street and on West Madison Street both of which are designated bus line corridors in Table 17-17-0400-B.

**The Project**

The Applicant seeks to rezone the property to allow the use of a portion of the building's ground floor and second floor commercial space totaling 4,700 sq. ft. as an Adult Use Cannabis Dispensary. The balance of the building will continue to be used for unrelated commercial uses, including retail and office space. No exterior modifications to the building are proposed and no parking exists or will be provided. The height of the building is and will remain at 285.0 ft.

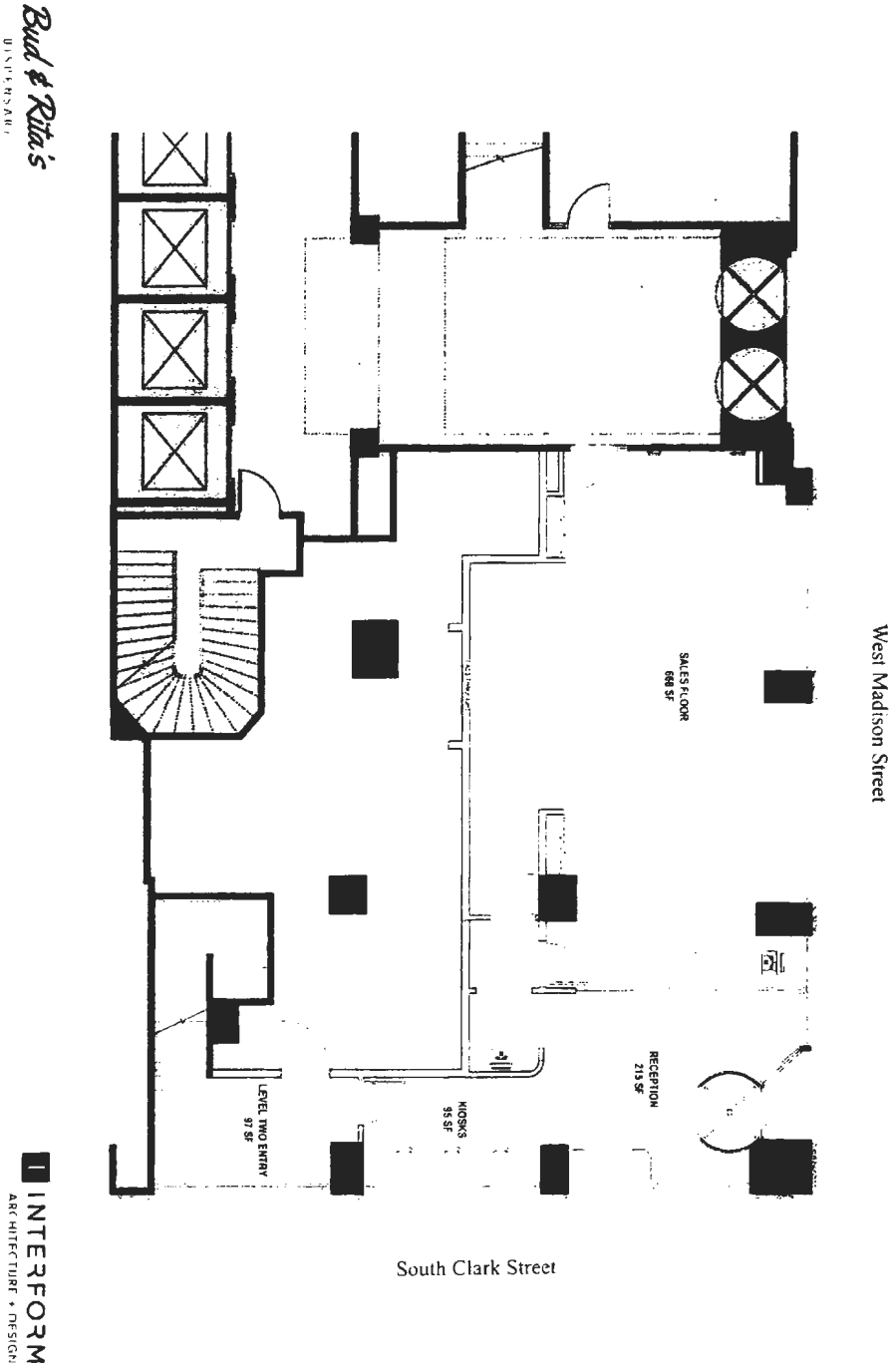
To achieve the proposed project the Applicant seeks to rezone the property from a DC-16, Downtown Core District to a DC-16, Downtown Core District.

The following are the relevant zoning parameters for the proposed project:

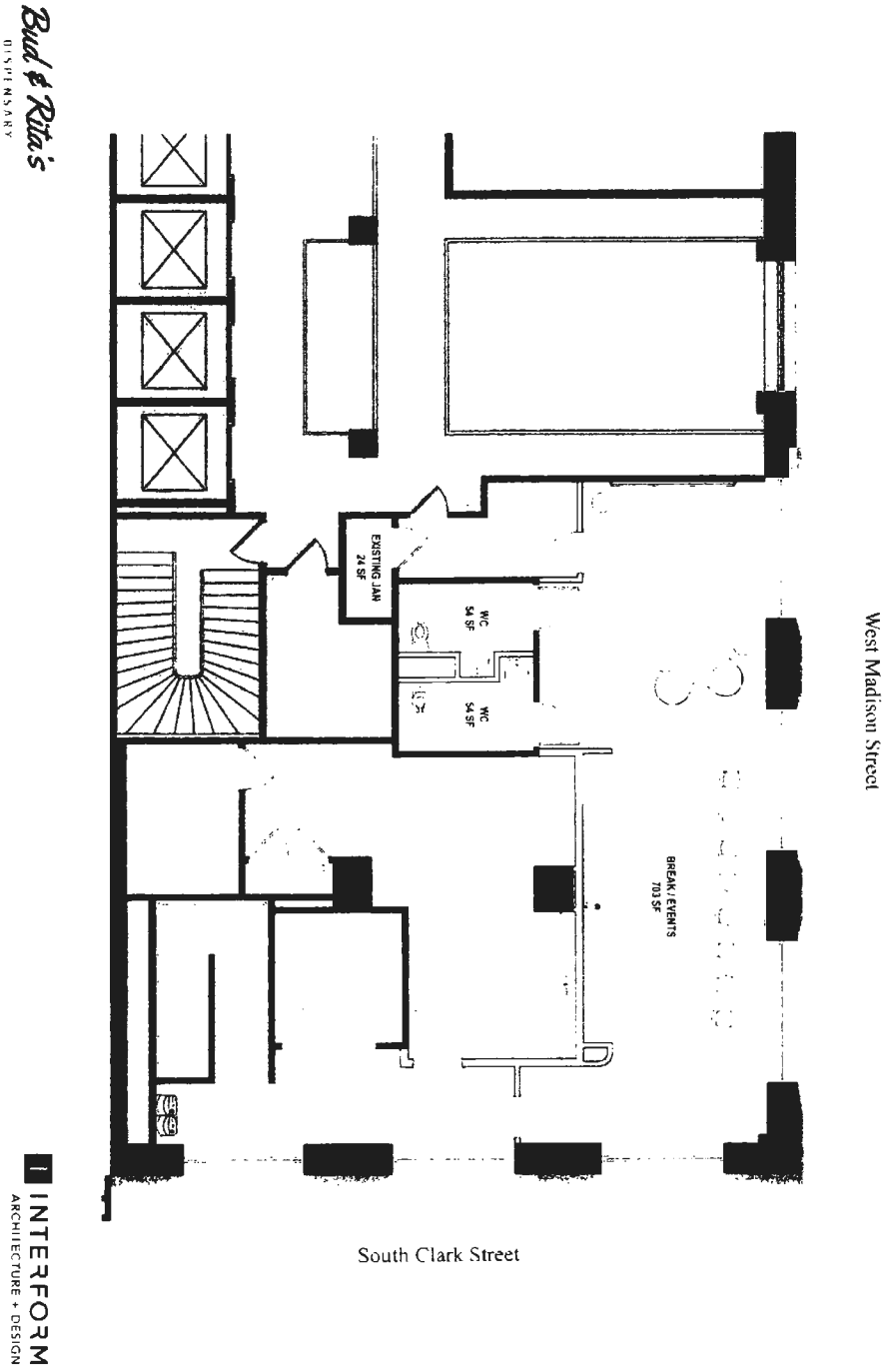
| | | |
|---|---|---|
| Lot Area: | | 6,396 square feet |
| Floor Area: | | 152,136 square feet (existing) |
| Maximum FAR: | | 23.79 (existing) |
| Residential Dwelling Units: | | None |
| MLA Density: | | N/A |
| Height (existing): | | 285 feet (existing) |
| Bicycle Parking: | | None required |
| Automobile Parking: | | None |
| Loading Berth: | | None |
| Setbacks: | Front (Madison): | None (existing) |
| | West Side (alley): | None (existing) |
| | East Side (Clark): | None (existing) |
| | South: | None (existing) |
| Distance to nearest School: | | Greater than 300 feet |

A set of plans is attached of the proposed Adult Use Cannabis Dispensary space.

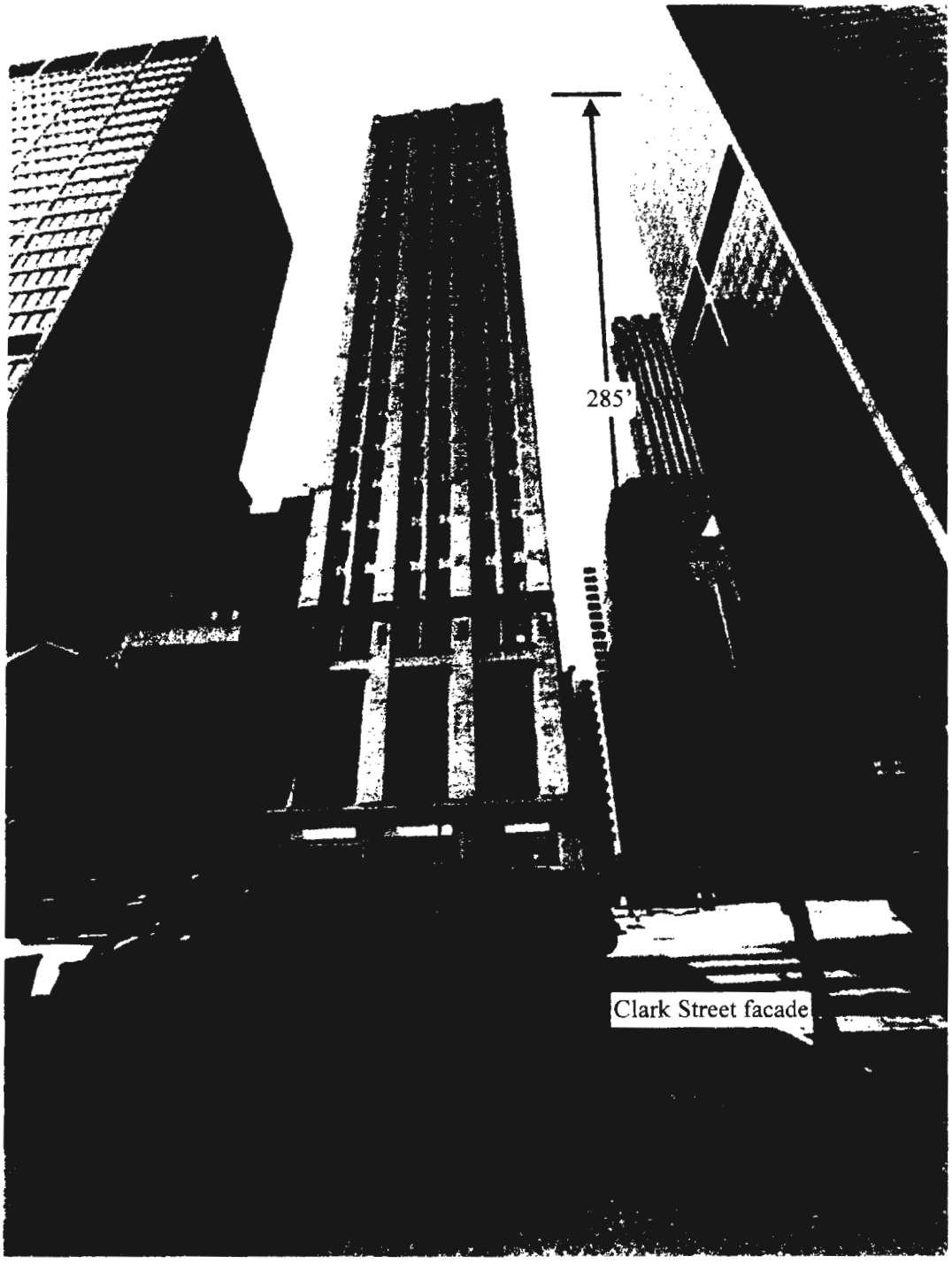
Final for Publication



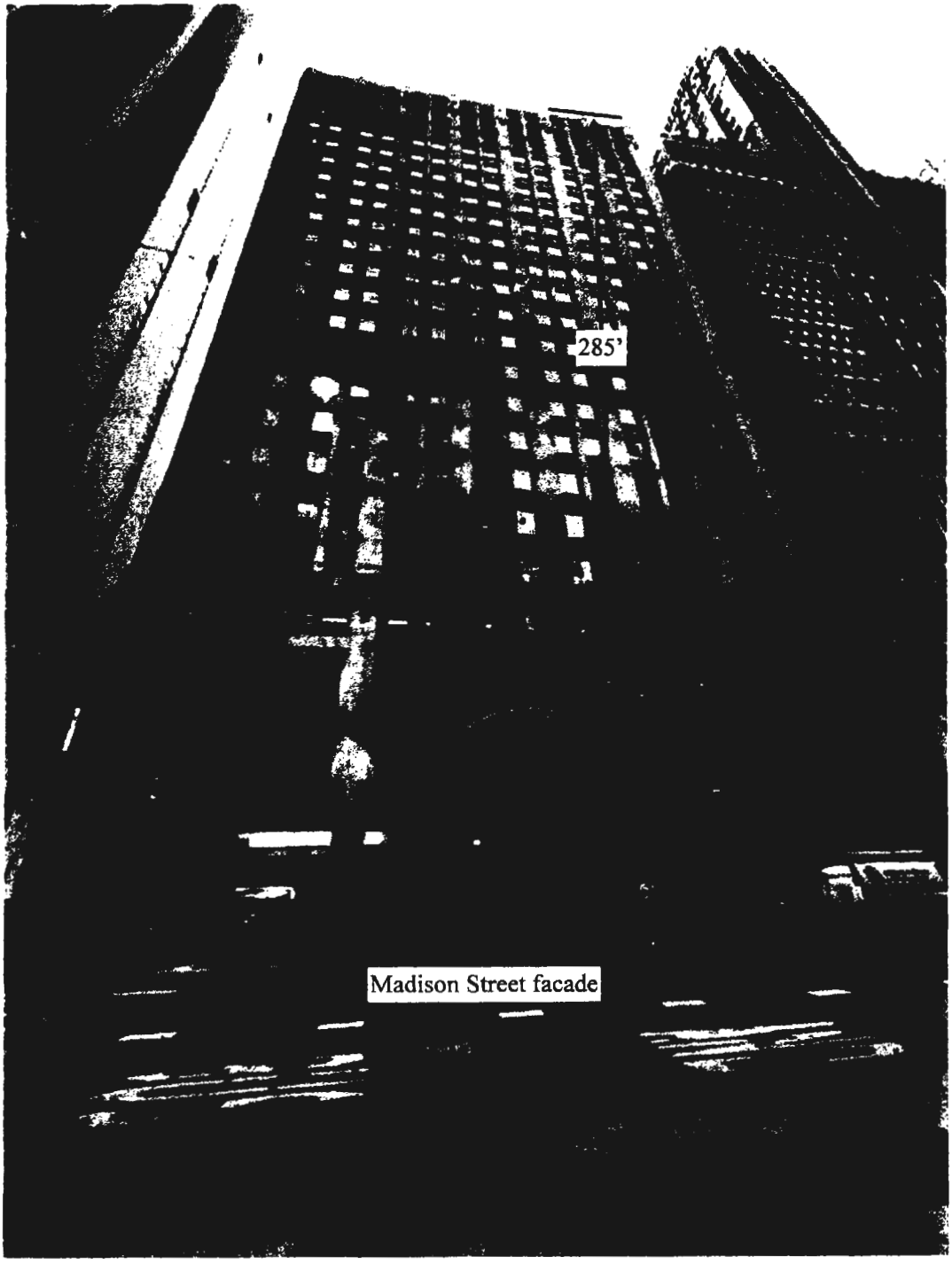
Final for Publication



Final for Publication



Final for Publication



*Reclassification Of Area Shown On Map No. 2-I.*
(Application No. 22749)
(Common Address: 508 S. California Ave.)

[O2025-0017383]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-3 Community Shopping District symbols as shown on Map Number 2-I in the area bounded by:

a line 75 feet south of and parallel to West Congress Parkway; South California Avenue; a line 100 feet south of and parallel to West Congress Parkway; and the public alley next west of and parallel to South California Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 3-F.*
(As Amended)
(Application No. 22760T1)
(Common Address: 1504 N. Hudson Ave.)

[SO2025-0017423]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 75.0 feet north of and parallel to West Blackhawk Street; North Hudson Avenue; a line 50.0 feet north of and parallel to West Blackhawk Street; and the public alley west of and parallel to North Hudson Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Zoning Map; Demolition Plan; Iron Fence Elevation; 3D View Front; Transit Served Location Map; Proposed Foundation Plan; Proposed Basement, First, Second and Third Floor Plan; Proposed Roof Plan; and Proposed North, South, East and West Building Elevations attached to this ordinance printed on pages 29833 through 29840 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

App 22760T1

**SUBSTITUTE NARRATIVE AND PLANS**

TYPE I Rezoning Attachment
1504 North Hudson Avenue
From RM-5 to RM-5

**The Property**

The property is located in a Transit Served Location approximately 496.0' to the Sedgwick CTA Brown & Purple Lines Station entrance. The area is improved with residential uses. The property is improved with a three-story residential building with two residential units and a two car detached garage.

**The Project**

1506 N HUDSON AVE LLC (the "Applicant") proposes to rezone the property to construct a new three story residential building (37.0' height) with seven residential units and three surface parking spaces.

To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from a RM-5, Residential Multi-Unit District to a RM-5, Residential Multi-Unit District. In addition, the Applicant is seeking an elective Type 1 map amendment pursuant to section 17-13-0300-D to allow all relief as needed and as allowed by the Chicago Zoning Code for the attached drawings including the following relief:

1) to reduce the minimum required front setback under section 17-2-0305-B from 8.0' to 5.0' and reduce the rear setback under section 17-2-0306-C from 37.08' to 22.0' under sections 17-13-1101-A and 17-13-1003-I(1);

2) to reduce the minimum required rear yard open space under section 17-2-0307 from 252 sq. ft. to 0 sq. ft. per section 17-13-1101-A and 17-13-1003-K;

3) to reduce the required number of off-street parking spaces under section 17-10-0207-C from seven to three for properties located in a Transit Served Location per section 17-10-0102-B, 17-13-1101-A, 17-13-1003-EE; and

4) to reduce the bicycle parking spaces under section 17-10-0207-C from seven spaces to two spaces for properties located in a Transit Served Location per section 17-10-0102-B(2), 17-10-0301-A, 17-13-1101-A and 17-13-1003-GG.

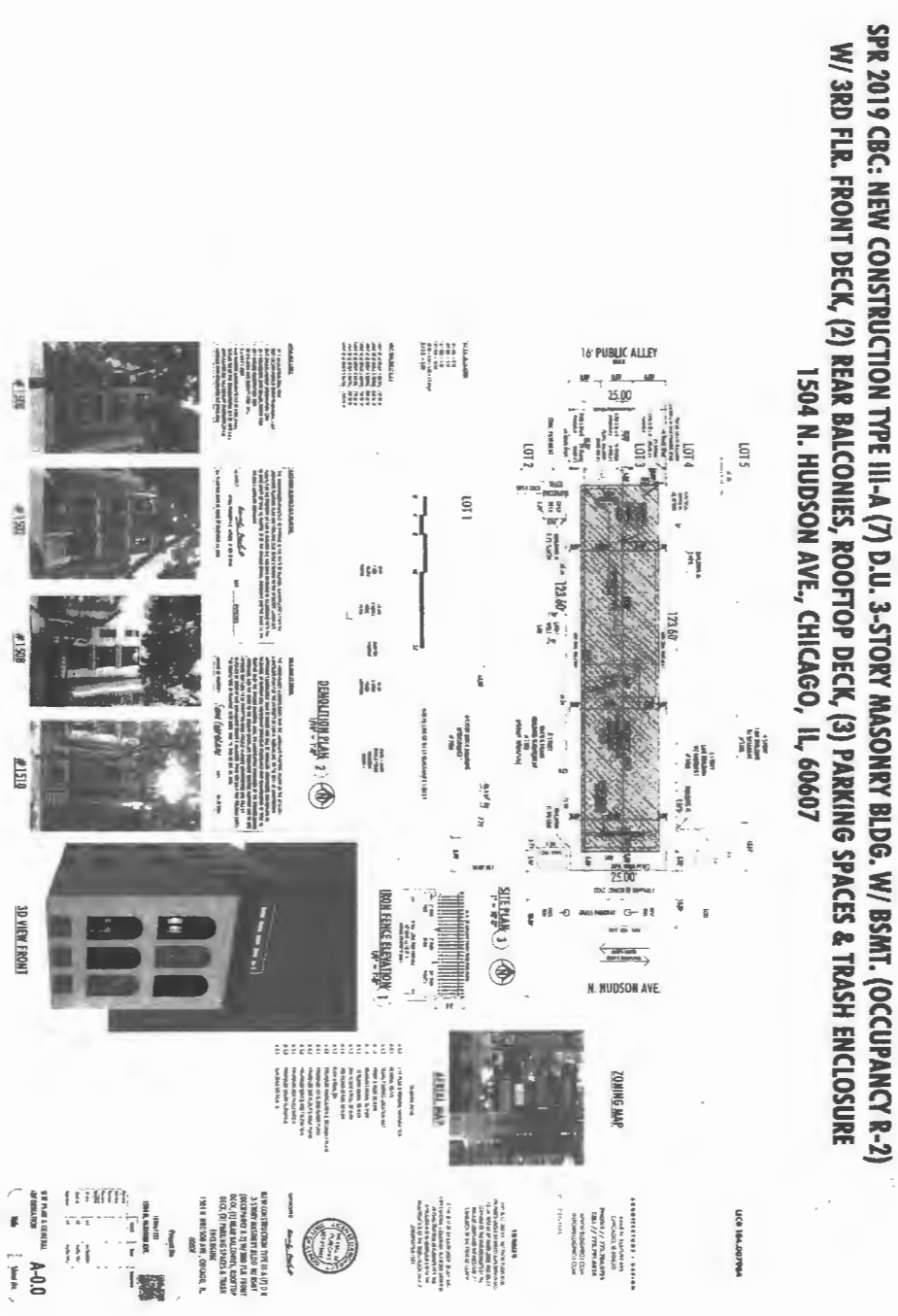
The following are the relevant zoning parameters for the proposed project:

| | | |
|---|---|---|
| Lot Area: | 3,090 square feet | |
| Floor Area: | 5,693.92 sq. ft. | |
| Maximum FAR: | 5.00 | |
| Residential Dwelling Units: | 7 | |
| MLA Density: | 441.43 | |
| Height: | 37'0" | |
| Bicycle Parking: | 2* | |
| Automobile Parking: | 3* | |
| Rear Yard Open Space: | 0* | |
| Setbacks: | Front (Hudson Avenue): | 5.0'* |
| | North Side: | 2.0' |
| | South Side: | 3.0' |
| | Rear (Alley): | 22.0'* |

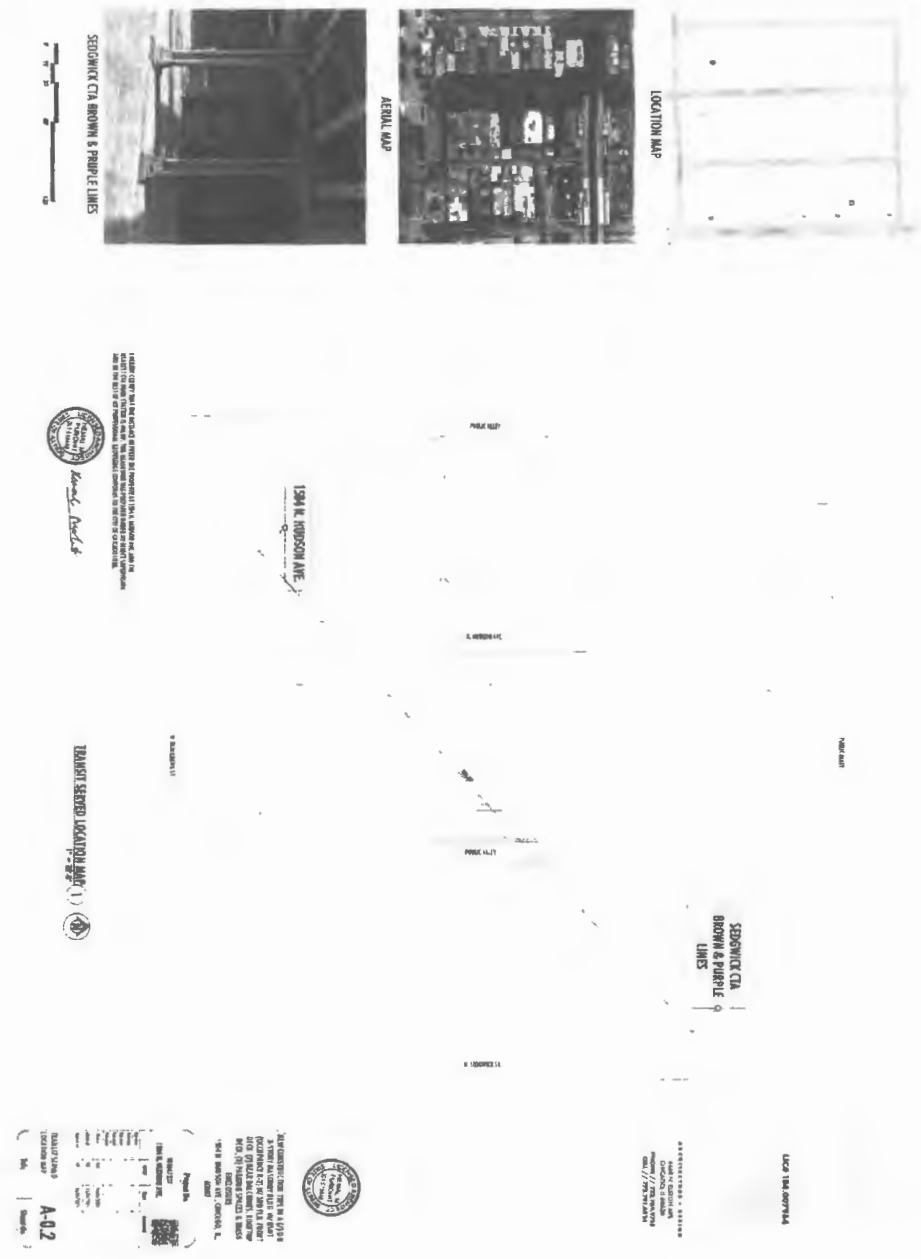
A set of plans is attached.

*As indicated above, the Applicant seeks optional variations under section 17-13-0303-D.

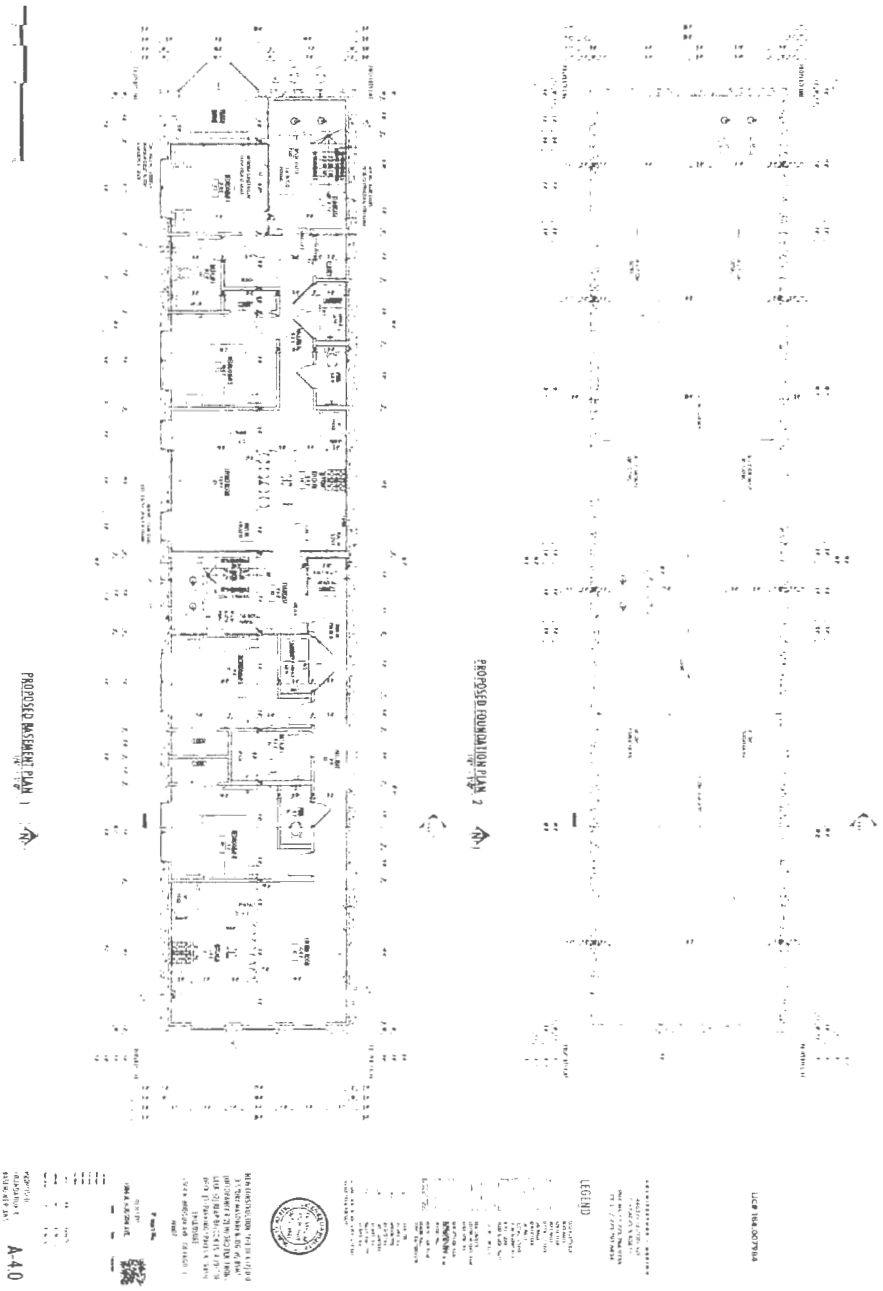
Final for Publication



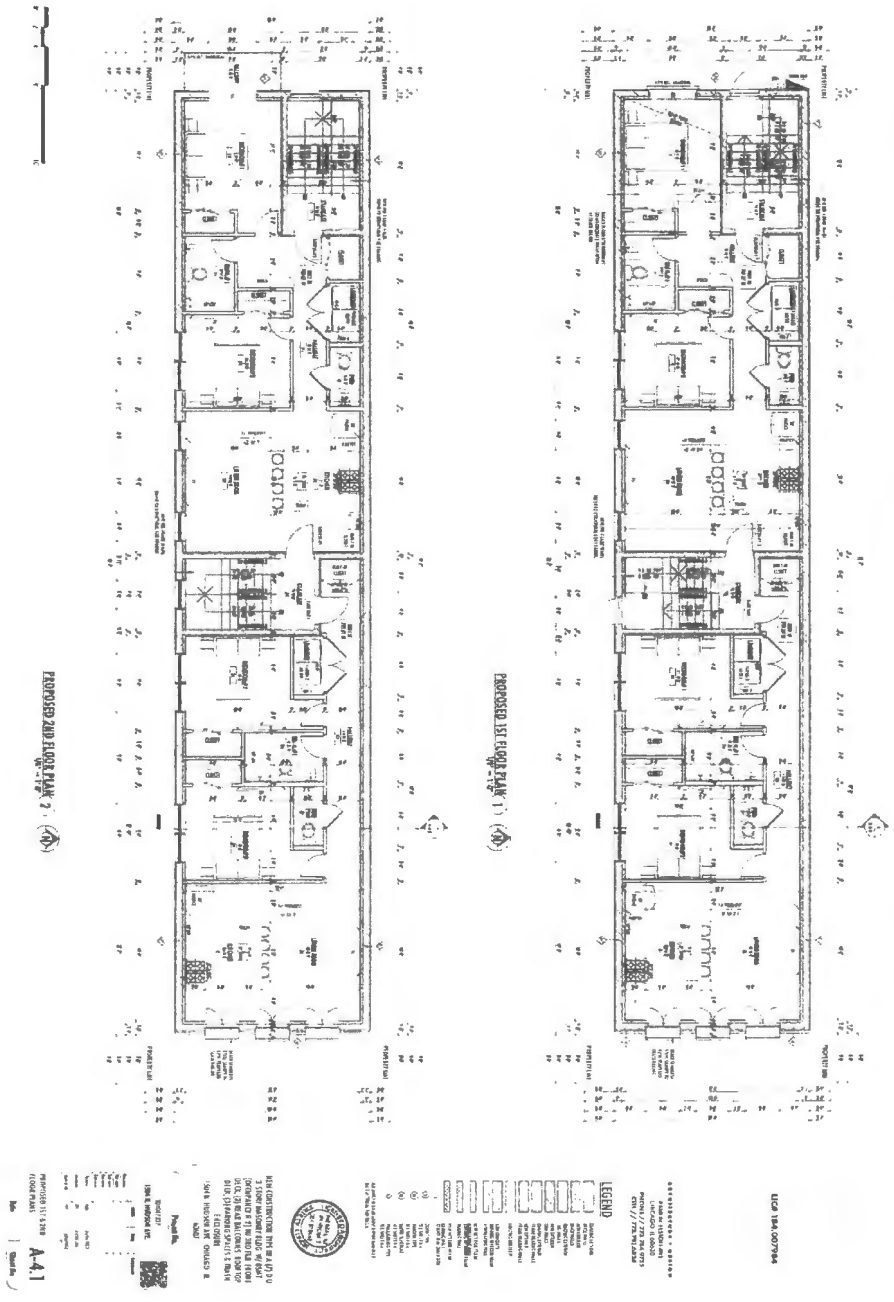
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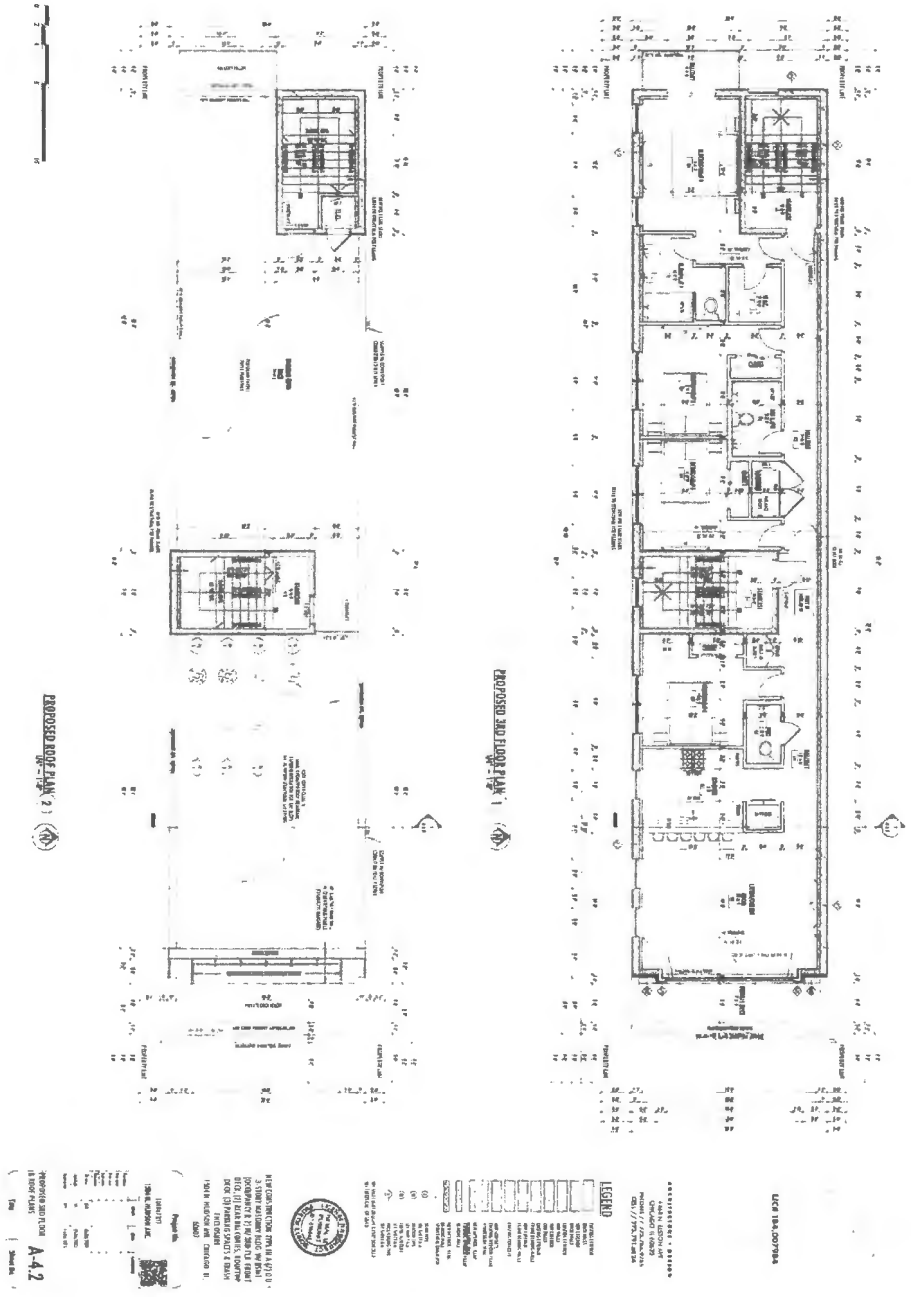
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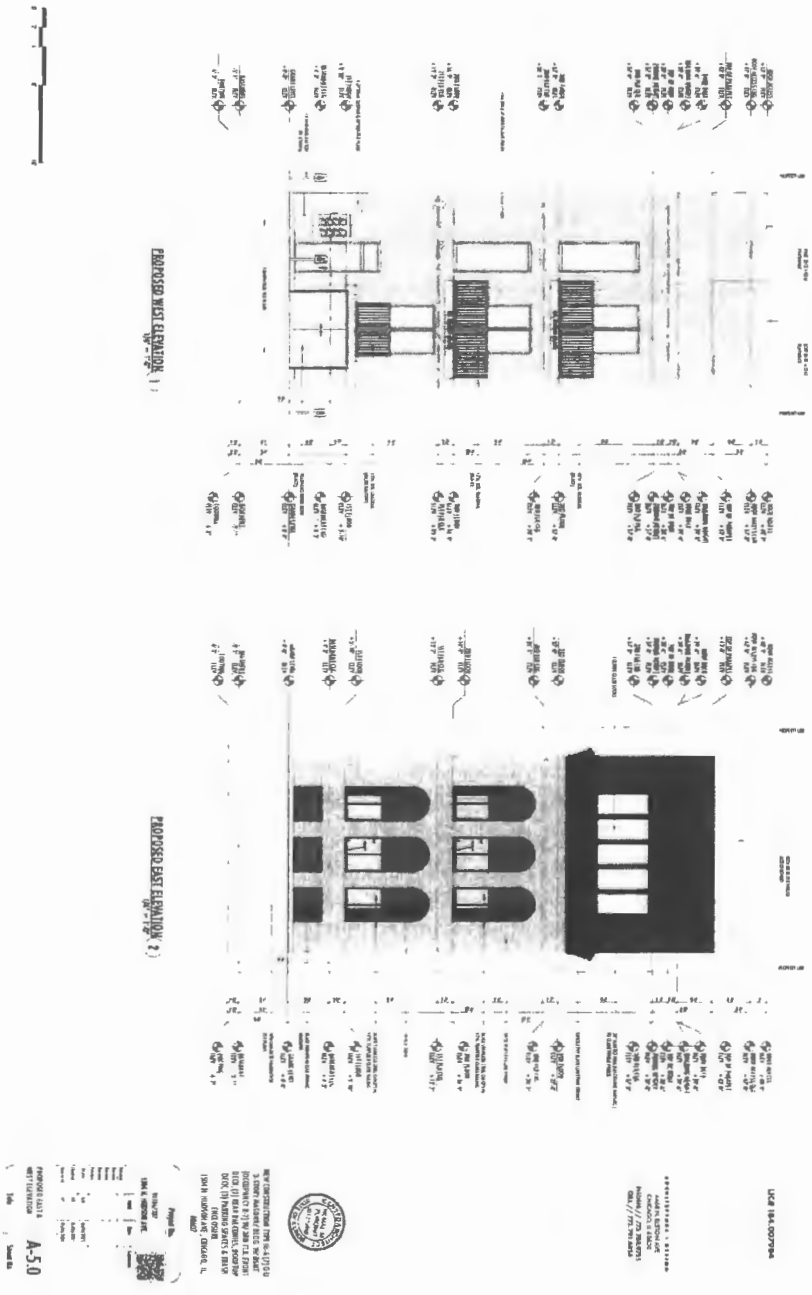
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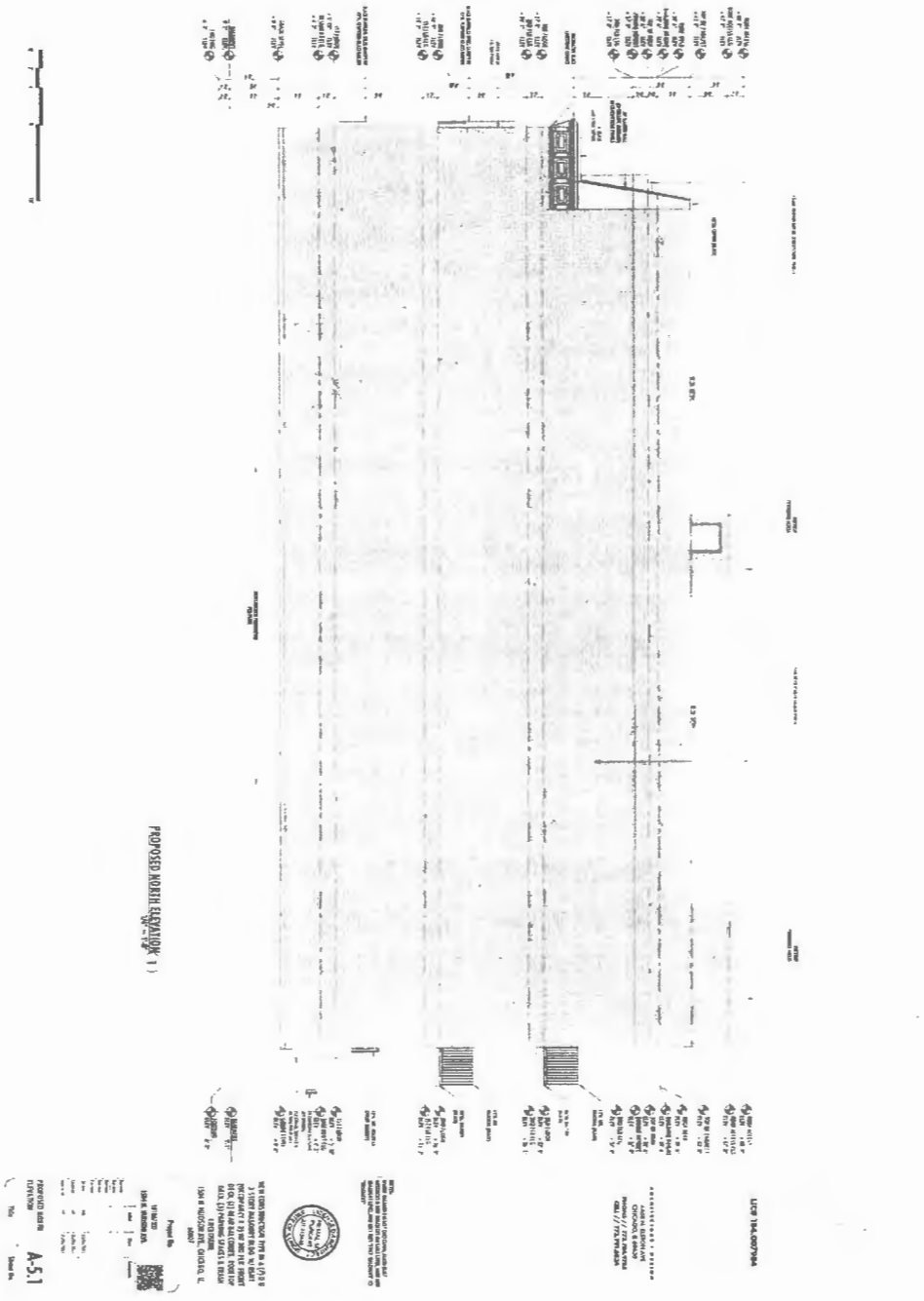
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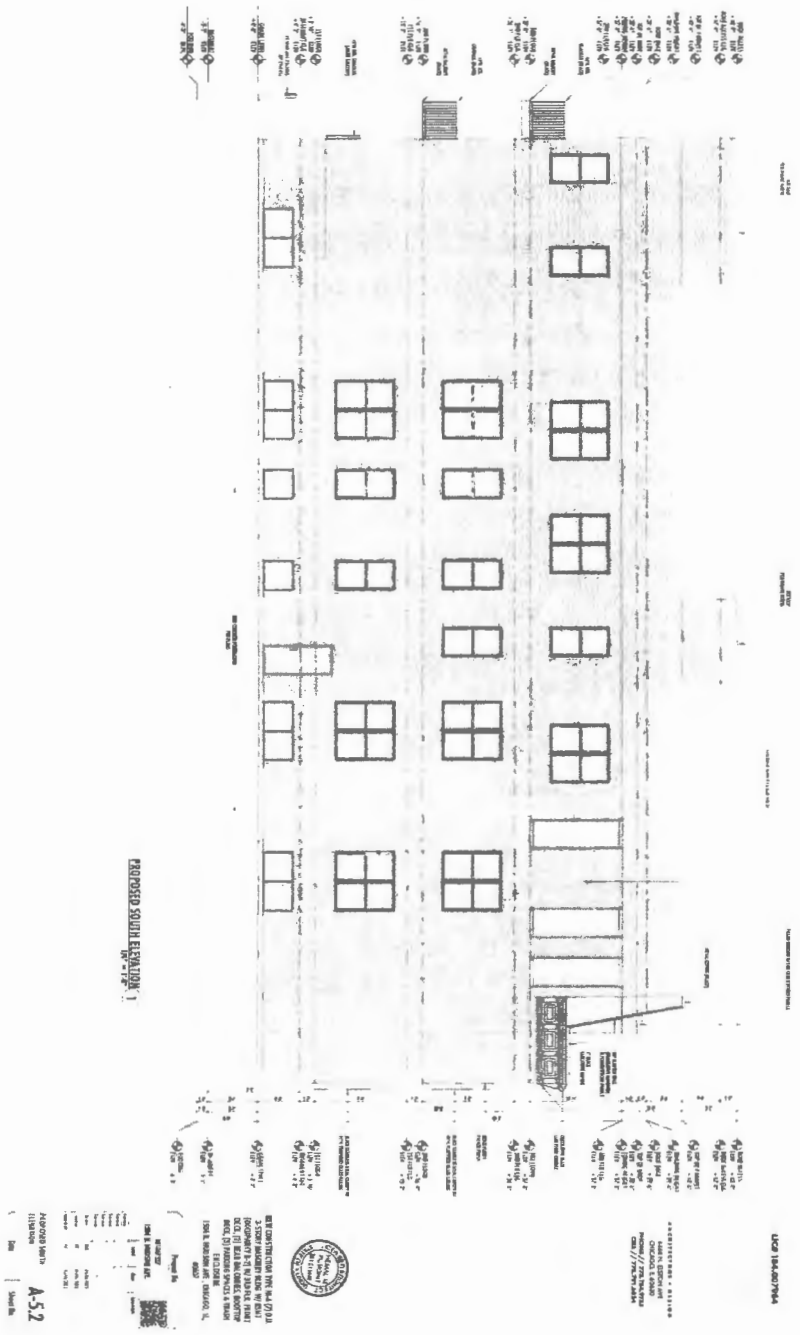
Final for Publication



Final for Publication



Final for Publication



*Reclassification Of Area Shown On Map No. 3-F.*
(Application No. 22744T1)
(Common Address: 1535 -- 1539 N. Orleans St.)

[O2025-0017144]

*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 B2-5 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 3-F in the area bounded by:

a line 141.58 feet south of and parallel to West North Avenue; a line 102.25 feet east of and parallel to North Orleans Street; a line 241.58 feet south of and parallel to West North Avenue; and North Orleans Street,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan; First, Second, Third and Fourth Floor Plans; New Fifth Floor Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 29843 through 29850 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 MAP AMENDMENT AT 1535-1539 NORTH ORLEANS STREET**

The Applicant requests a zoning change for the property located at 1535-1539 North Orleans Street from the B2-5 Neighborhood Mixed-Use District to B2-5 Neighborhood Mixed-Use District (Type 1) in order to construct a fifth floor addition with eight (8) dwelling units to the existing twenty-four (24) unit four-story building. With the addition, the building will be 58'-6" in height. The dwelling units are located on floors two through five. The ground floor consists of twenty-four (24) vehicular parking spaces and twelve (12) bicycle parking spaces. Bicycle parking will be increased to thirty-two (32) spaces. A waiver of the loading berth requirement is being sought. The proposed building is approximately 462 feet from the Sedgwick CTA train stop and 182 feet from the North Avenue CTA bus line.

| | |
|---|---|
| **Lot Area** | 10,225 sq. ft. |
| **Floor Area Ratio** | 2.90 |
| **Building Area (for FAR calculation only)** | 29,652 square feet |
| **Density (Lot Area per Dwelling Unit)** | 319 square feet per unit |
| **Number of Dwelling Units** | 32 |
| **Off-Street Parking** | 24 spaces [1] |
| **Bicycle Parking** | 32 spaces |
| **Setbacks:** | |
| **Front** | 0' 0" |
| **Side (north)** | 0'-8" at floor 1, 3'-00" at floors 2-4; 3'-2 ¼" at floor 5 [2] |
| **Side (south)** | 0'-8" at floor 1; Min. 3'-0" at floors 2-4; 3'-2 ¼" at floor 5[2] |
| **Rear** | 30'-0" |
| **Building Height** | 58'-6" |

The proposed Project also requires the following zoning relief in accordance with the review and approval procedures set forth in Section 17-13-0303-D of the Zoning Ordinance:

[1] A variation to increase the parking requirement from .5 spaces per dwelling unit to .75 spaces per dwelling unit (Section 17-3-0308(4))

[2] A variation to reduce the side setbacks from the required combined 10 feet to the combined 1 foot, 4 inches (existing condition). (Sections 17-3-0406 and 17-2-0309-A of the Zoning Ordinance).

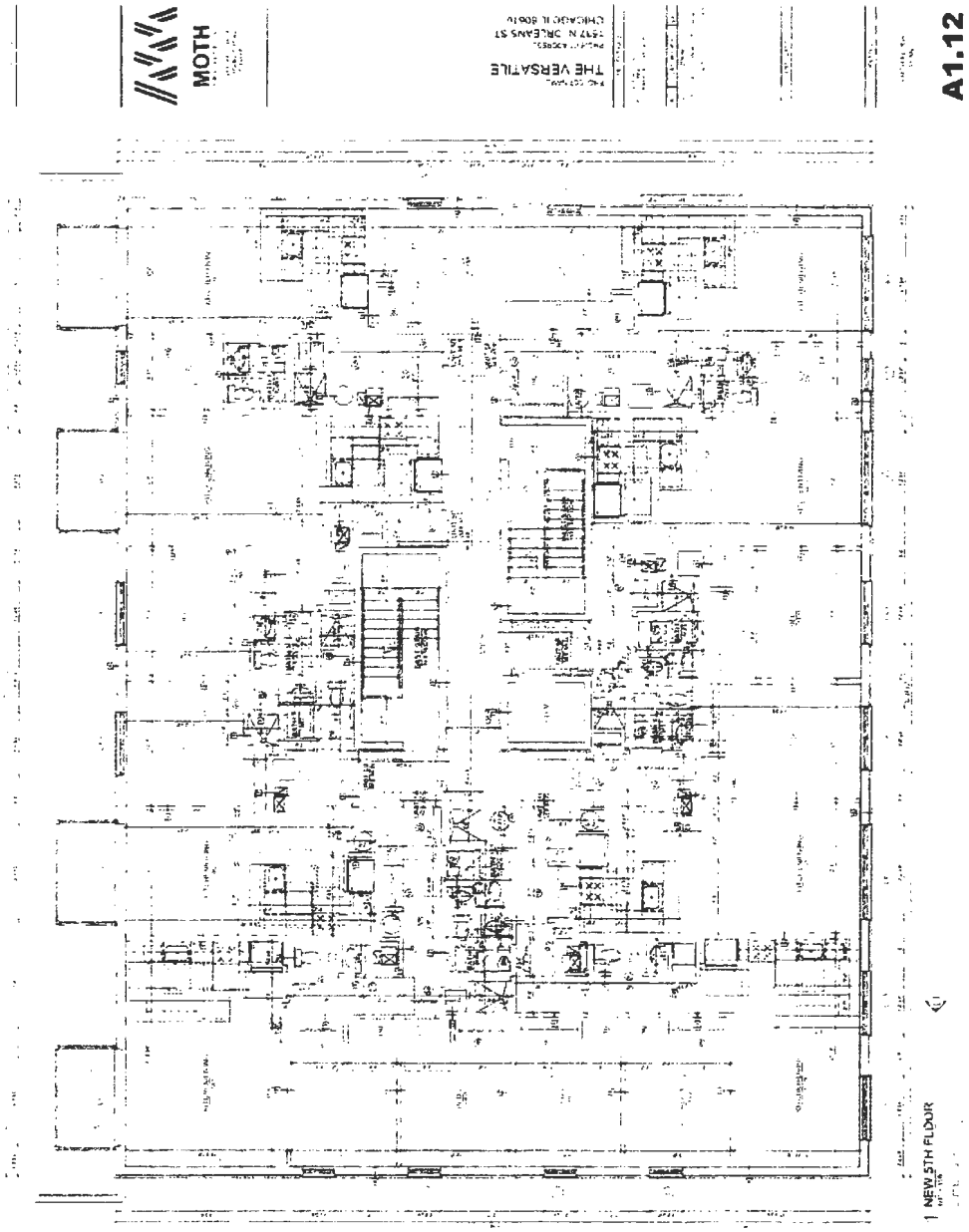
[3] A variation to eliminate the required loading berth (Section 17-10-1101).

[4] A variation to permit vehicle access from the street (Section 17-3-0504-G).

MOTH
THE VERSATILE
A0.02
100.00' PROP. LINE
102.25' PROP. LINE
102.25' PROP. LINE
100.00' PROP. LINE
N. ORLEANS ST
1 SITE PLAN
Final for Publication

Final for Publication

Final for Publication




Final for Publication

MOTH
THE VERSATILE
A2.00
2 CANOPY PROFILE
1 WEST ELEVATION
Final for Publication

MOTH
THE VERSATILE
A2.01
1 SOUTH ELEVATION
Final for Publication

MOTH
THE VERSATILE
A2.02
1 EAST ELEVATION
Final for Publication

MOTH
THE VERSATILE
A2.03
1 NORTH ELEVATION
Final for Publication

*Reclassification Of Area Shown On Map No. 3-G.*
(As Amended)
(Application No. 22767T1)
(Common Address: 1420 W. Division St.)

[SO2025-0017455]

*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 3-G in the area bounded by:

a line 100 feet north of and parallel to West Division Street; a line 193 feet west of and parallel to North Noble Street; West Division Street; and a line 217 feet west of and parallel to North Noble Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Grade Level Floor Plan; Second, Third and Fourth Level Floor Plans; Roof Level Floor Plan; North, South, East and West Building Elevations; and Exterior Front Facade Rendering attached to this ordinance printed on pages 29853 through 2929861 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**Substitute Narrative and Plans**
**Type 1 Rezoning Attachment**
**1420 West Division Ave. Chicago, IL 60642**

**The Project**

1420 West Division Ave landowner (the applicant), Ali Manesh is proposing to develop a newly constructed masonry building containing 6 dwelling units, 2 car parking spaces, and 6 bicycle and motorcycle spaces in a transit-served location (TSL). The subject property's frontage is located less than 1050 feet from CTA Blue Line rail station (Division/Milwaukee) entrance and therefore is considered to be in a TSL area that makes it eligible for up to 100% reduction of minimum off-street parking as per 17-10-0102-B ordinance.

To construct the proposed project, the applicant seeks a change of zoning classification for the subject property from B3-2 to B2-3. This change of zoning classification is being sought through the Type I rezoning process of Section 17-13-0302-A of the Zoning Ordinance for reduction of Minimum Lot Area per Dwelling Unit from 1000 sft to 400sft (under section 17-3-0402), increase of standard for Floor Area Ratio from 2.2 to 3 (under Section 17-3-0403), and 67% reduction of required Parking (under Section 17-10-0102-B) of the Zoning Ordinance. The proposed development will build four story building with about 6800 SFT including 6 residential units.

**The Site**

The 2400 SFT site (per record, 24 X 100) is a substandard rectangularly shaped parcel on the North side of West Division Avenue. It is bounded by a 4 story mixed used building on east with a 15 feet rear setback, a two-story frame building and a two-car garage on the east with zero rear setback, and a 16' wide public alley on the north. The subject site is presently an empty lot.

The following are the relevant bulk calculations for the proposed development:

(a) Floor Area Ratio: Proposed 2.97, allowed 3, per section 17-3-0402 of the Zoning Ordinance.
(b) Density (lot area per dwelling unit); Minimum Lot Area per dwelling unit (MLA): proposed 400 sft/du as allowed 400 sft/du per section 17-3-0402 of the Zoning Ordinance.
(c) Off-Street Parking / loading; proposed 2 car and 10 bike spaces and requesting 67% relief under section 17-10-0102-B.
(d) Setbacks: Proposed zero for the front, east, and west, zero required, and proposed 15' for the back, 30' is required.
(e) Building height: proposed 45'-7" feet, allowed 50 feet.

Drawings, photographs and plans illustrating:

(a) Building Orientation and setbacks; Floor plan A1.1 attached
(b) Building bulk and scale in relation to nearby building: Attached pdf
(c) Curb Cuts; Not applicable
(d) Sidewalks; 20'-0"
(e) Parking and loading areas; 2 standard 8'X18' parking spots on the back and no need to loading areas
(f) Landscaping; as shown in A1.1 attached
(g) Usable on-site open space; None required per code
(h) Garbage storage facilities; as shown in A1.1 attached

Final for Publication
NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A1.1
WEST DIVISION STREET
EXISTING PUBLIC ALLEY

Final for Publication
NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A1.2
UNIT #2
UNIT #2

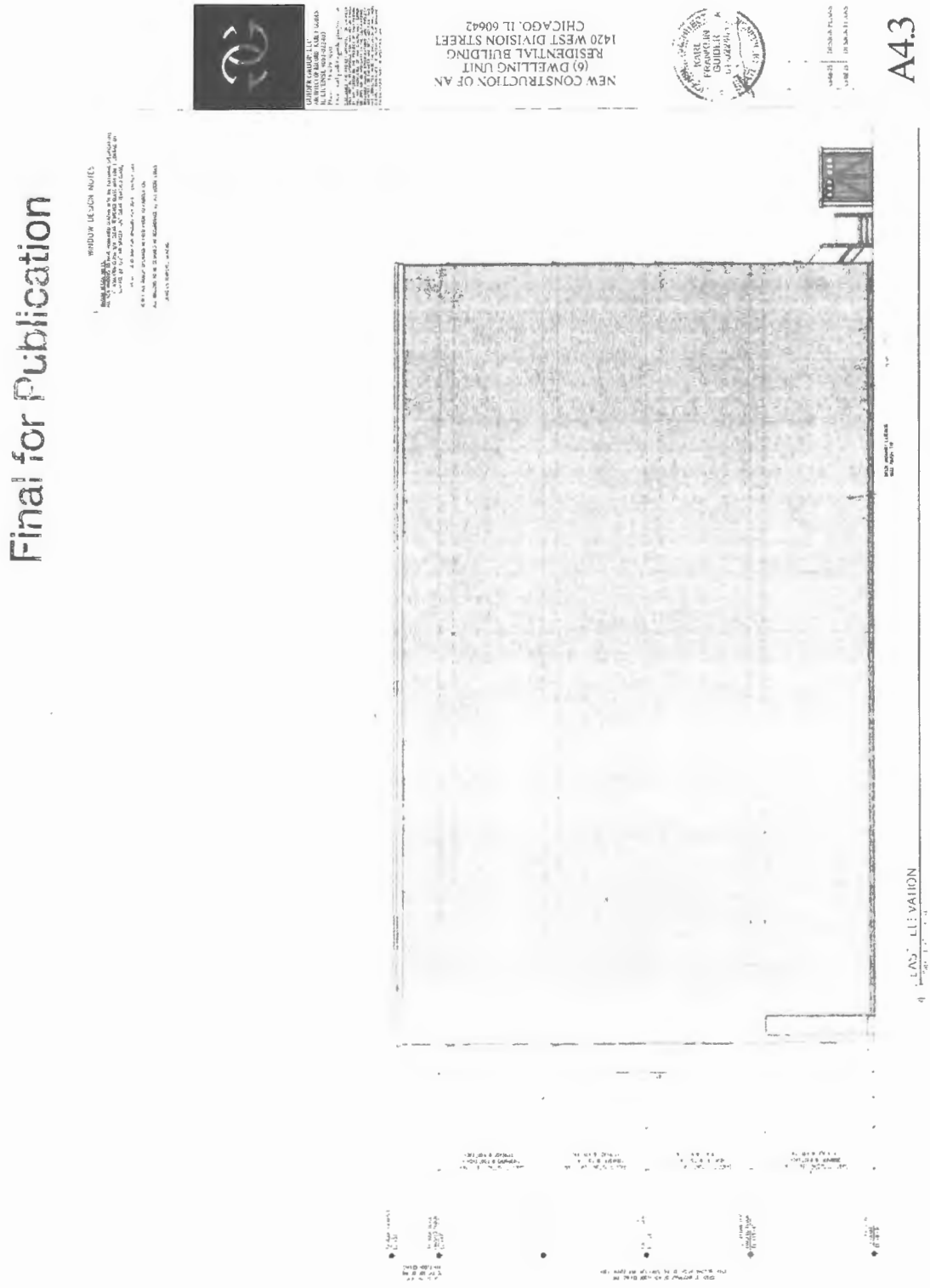
Final for Publication
NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A1.3

Final for Publication
NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A1.4

Final for Publication
NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A1.5

Final for Publication
NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A4.1

Final for Publication
NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A4.2


Final for Publication
NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A4.3

NEW CONSTRUCTION OF AN
(6) DWELLING UNIT
RESIDENTIAL BUILDING
1420 WEST DIVISION STREET
CHICAGO, IL 60642
A4.4
Final for Publication

*Reclassification Of Area Shown On Map No. 3-G.*
(As Amended)
(Application No. 22765T1)
(Common Address: 3606 W. Flournoy St.)

[SO2025-0017453]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 3-G in the area bounded by:

the public alley next north of and parallel to West Flournoy Street; a line 48.5 feet west of and parallel to South Central Park Avenue; a line 120 feet north of and parallel to West Flournoy Street; and a line 98.5 feet west of and parallel to South Central Park 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.

[Proposed Site Plan attached to
this ordinance printed
on page 29864 of
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

# TYPE 1 ZONING AMENDMENT PROJECT NARRATIVE AND PLANS
## 3606 W. Flournoy Avenue

The Applicant seeks to rezone 3606 W. Flournoy Avenue from RT-4 Residential Two-Flat, Townhouse and Multi-Unit District to a C1-1 Neighborhood Commercial District in order to establish a non-required accessory parking lot to serve 600-10 S. Central Park Avenue. Six parking spaces will be provided. The lot is currently vacant. Only minor construction is contemplated to effectuate the accessory parking lot use. No building construction is contemplated.

Pursuant to Section 17-13-0303-D, the Applicant seeks a variation to permit the off-street accessory parking lot to be used for any required accessory parking serving a nonresidential use at 600-10 S. Central Park Avenue under Section 17-13-1101-F

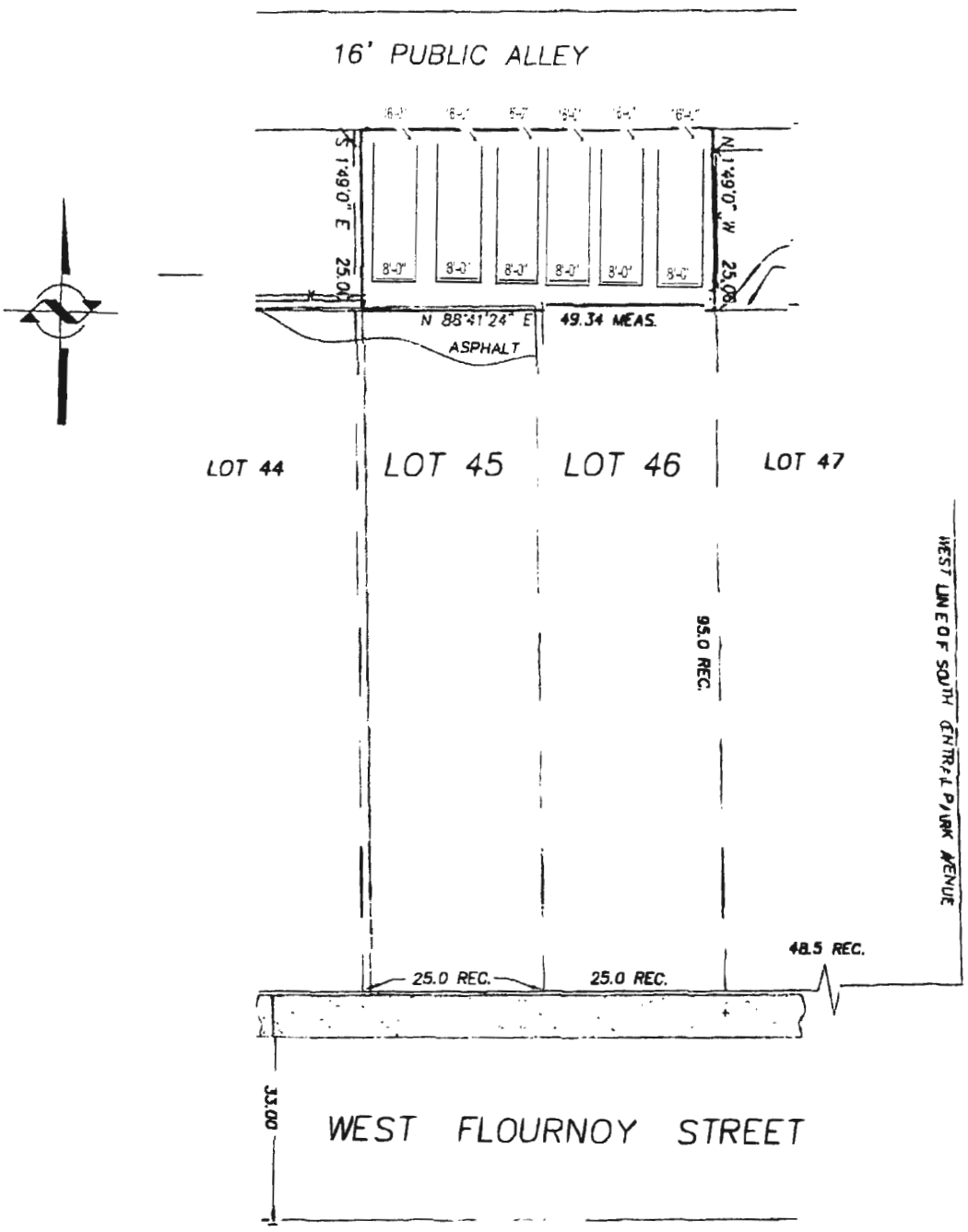
**Project Bulk and Density**

| | |
|---|---|
| Lot Area | 1,250 SF |
| Density MLA (Lot area per unit) | 0 DU (Vacant Lot) |
| Off Street Parking | 6 spaces* |
| Loading Space | 0 spaces |
| Front Setback | 0 feet |
| Rear Setback | 0 feet |
| Side Setback (North) | 0 feet |
| Side Setback (South) | 0 feet |
| Rear Yard Open Space | 0 |
| Building SF | 0 SF |
| FAR | 0 |
| Building Height | 0 feet |

* Pursuant to Section 17-13-0303-D, the Applicant seeks a variation under Section 17-13-1101-F to increase the maximum distance by no more than 25% the maximum distance that required parking spaces are permitted to be located from 600-10 S. Central Park Avenue

Final for Publication

# PROPOSED SITE PLAN



*Reclassification Of Area Shown On Map No. 3-G.*
(As Amended)
(Application No. 22764)
(Common Address: 3614 W. Flournoy St.)

[SO2025-0017451]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 3-G in the area bounded by:

the public alley next north of and parallel to West Flournoy Street; a line 123.3 feet west of and parallel to South Central Park Avenue; a line 120 feet north of West Flournoy Street; and a line 173.84 feet west of and parallel to South Central Park 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. 3-G.*
(Application No. 22734T1)
(Common Address: 1500 N. Halsted St.)

[O2025-0016686]

*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 C3-5 Commercial, Manufacturing and Employment District symbols and indications as shown on Map Number 3-G in the area bounded by:

North Halsted Street; West Blackhawk Street; the public alley west of and parallel to North Halsted Street; and a line 125 feet north of and parallel to West Blackhawk Street,

to those of a B3-5 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage.

[Site Plan; Basement and First Floor Plans; Proposed Second, Third and Fourth Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 29867 through 29876 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**NARRATIVE AND PLANS**
**TYPE 1 ZONING MAP AMENDMENT APPLICATION**

**Applicant: Last Stash LLC**
**Property Location: 1500 N. Halsted, Chicago, IL 60642**
**Proposed Zoning: B3-5 Community Shopping District**
**Lot Area: 15,761 square feet**

Last Stash LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 1500 N. Halsted, Chicago, IL 60642. The Applicant requests a re-zoning from the C3-5 Commercial, Manufacturing and Employment District to the B3-5 Community Shopping District. to convert the 2nd, 3rd and 4th floors from commercial office space into 31 units of multi-family housing. The retail space on the first floor will remain. The building will have 31 bicycle spaces and 15 total parking spaces including 1 ADA parking space. The floor area will remain at 36,941 square feet and building height at 55.67 feet.

The site is located at the northwest corner of North Halsted Street and West Blackhawk Street. To the north is property zoned B3-5, to the east is property zoned PD 1075, to the south is property zoned PD 1050 and to the west is property zoned C3-5.

**NARRATIVE ZONING ANALYSIS**

(a) Floor Area and Floor Area Ratio:

i. Lot area: 15,761 square feet

ii. Total proposed building area: 36,941 square feet (existing)

iii. Proposed FAR: 2.34

(b) Density (Lot Area Per Dwelling Unit): 508 sf/unit

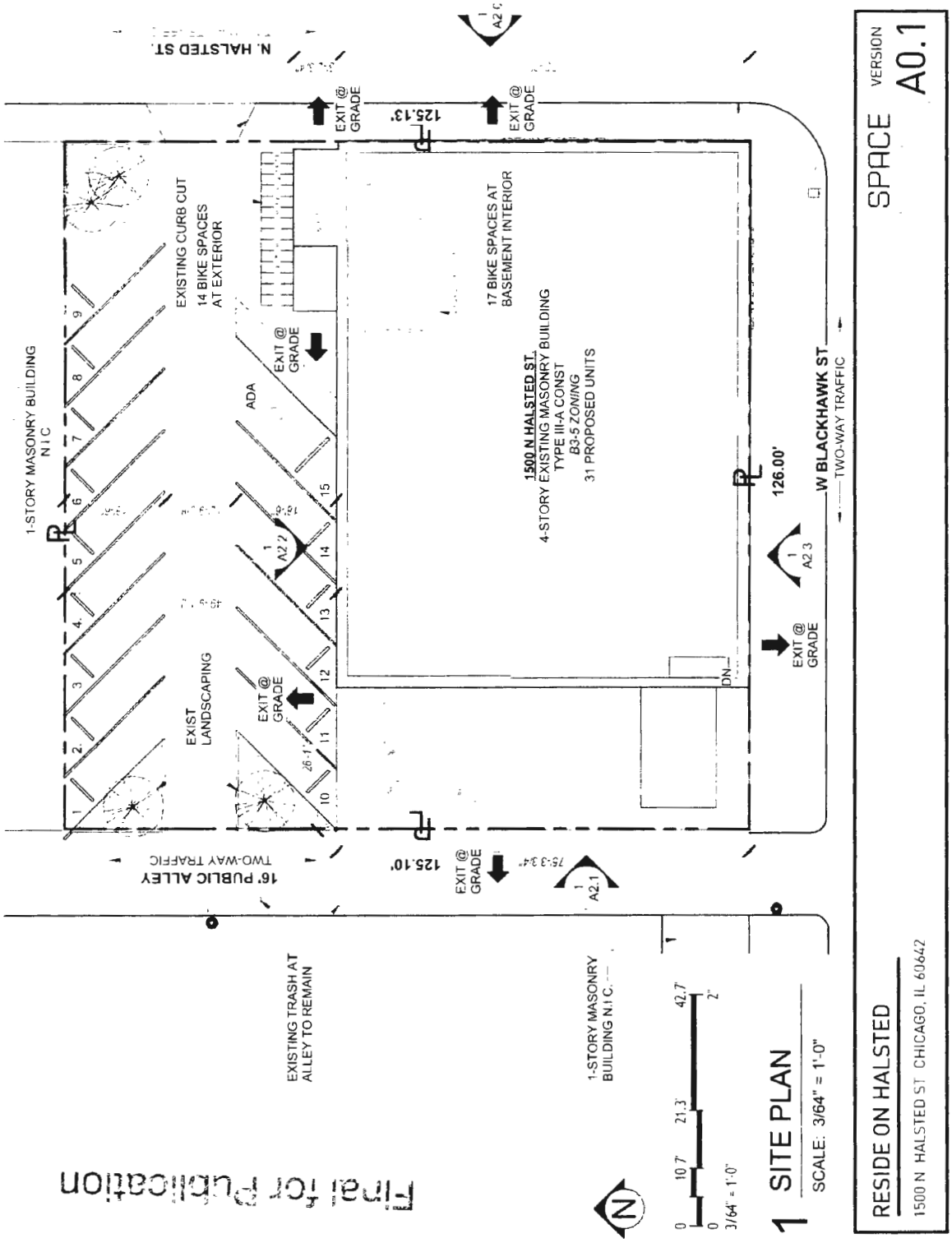
(c) Amount of off-street parking: 15*

(d) Setbacks: 0 (existing)

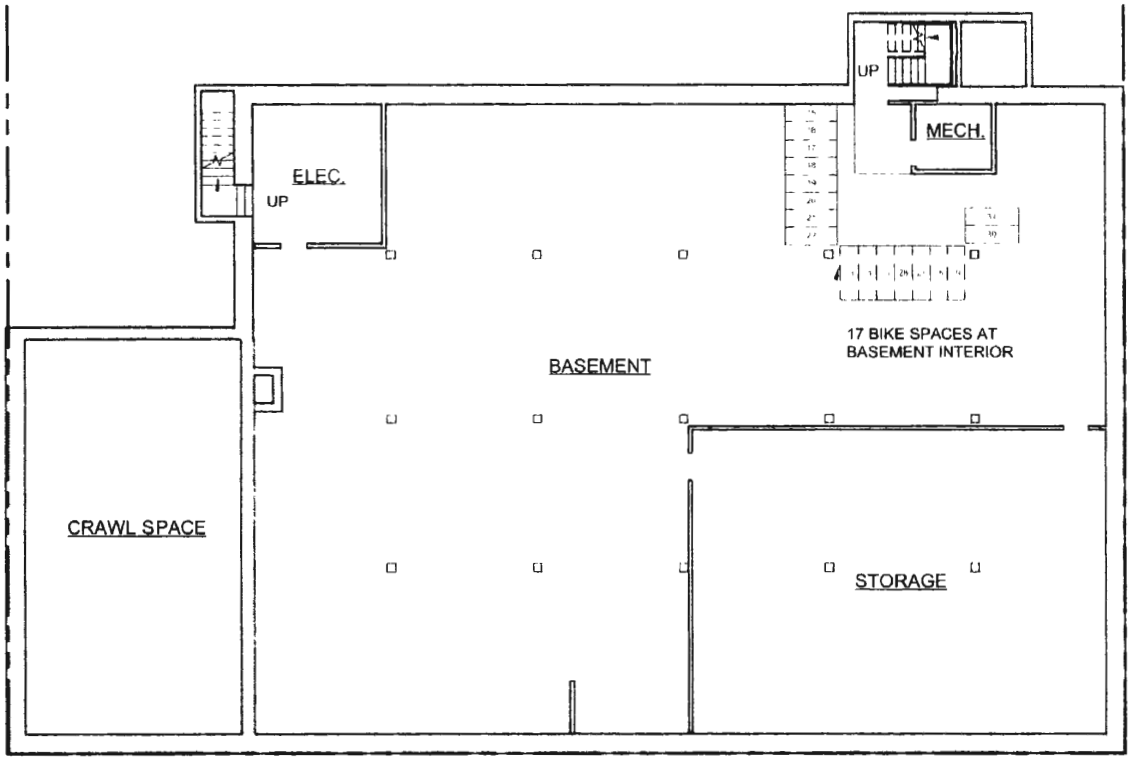
(e) Building height: 55.67` (existing)

(f) Off-street Loading: 1 (10`x25`)

**Administrative adjustment pursuant to Section 17-13-1003-EE (Parking Reduction for Transit-Served Locations) from 31 parking spaces to 15*


N. HALSTED ST.
EXIT @ GRADE
125.13'
EXIT @ GRADE
EXISTING CURB CUT
14 BIKE SPACES AT EXTERIOR
17 BIKE SPACES AT BASEMENT INTERIOR
1-STORY MASONRY BUILDING N.I.C.
EXIT @ GRADE
ADA
1500 N HALSTED ST.
4-STORY EXISTING MASONRY BUILDING
TYPE III-A CONST
B3-5 ZONING
31 PROPOSED UNITS
126.00'
W BLACKHAWK ST
TWO-WAY TRAFFIC
EXIST LANDSCAPING
EXIT @ GRADE
EXIT @ GRADE
16' PUBLIC ALLEY
TWO-WAY TRAFFIC
125.10'
EXIT @ GRADE
EXISTING TRASH AT ALLEY TO REMAIN
1-STORY MASONRY BUILDING N.I.C.
1 SITE PLAN
SCALE: 3/64" = 1'-0"
RESIDE ON HALSTED
1500 N HALSTED ST CHICAGO, IL 60642
SPACE
VERSION
A0.1
Final for Publication

Final Publication




1 BASEMENT PLAN

SCALE: 1/16" = 1'-0"

0 8' 16' 32'
0 2"
1/16" = 1'-0"

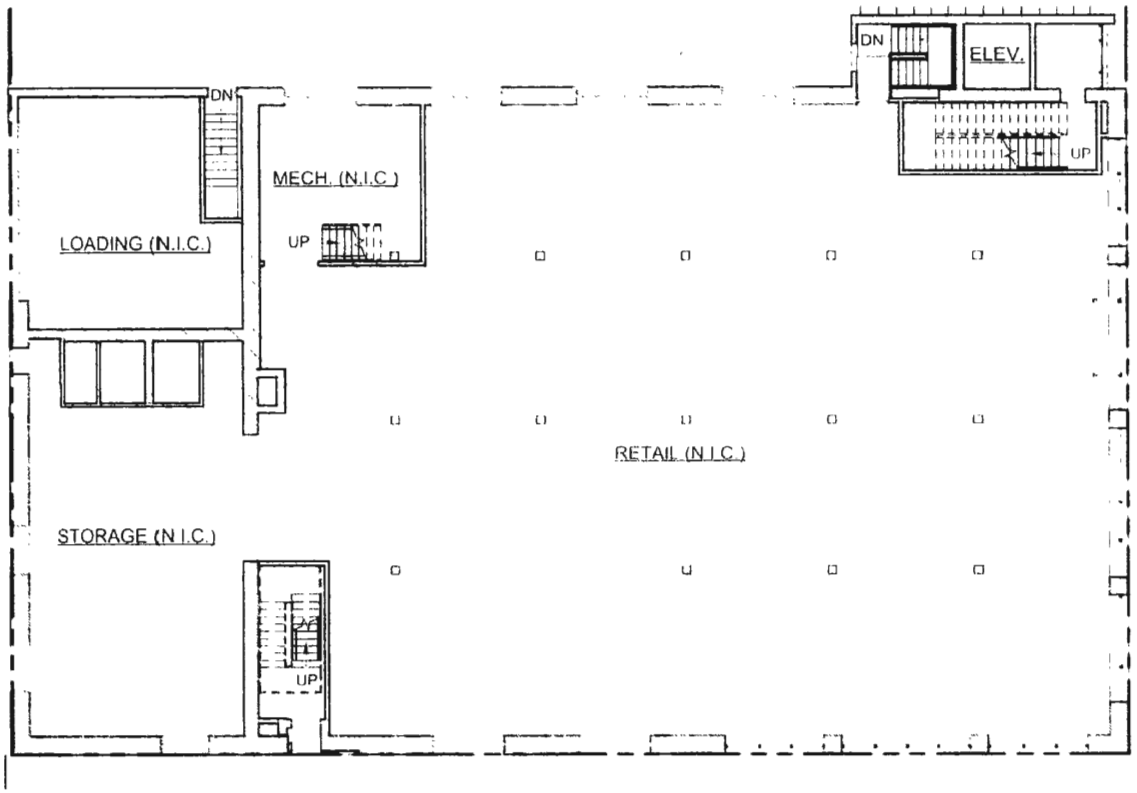
N

RESIDE ON HALSTED

1500 N HALSTED ST CHICAGO, IL 60642

SPACE VERSION A1.0

Final for Publication




1 1ST FLOOR PLAN

SCALE 1/16" = 1'-0"

0 8' 16' 32'

0 2'

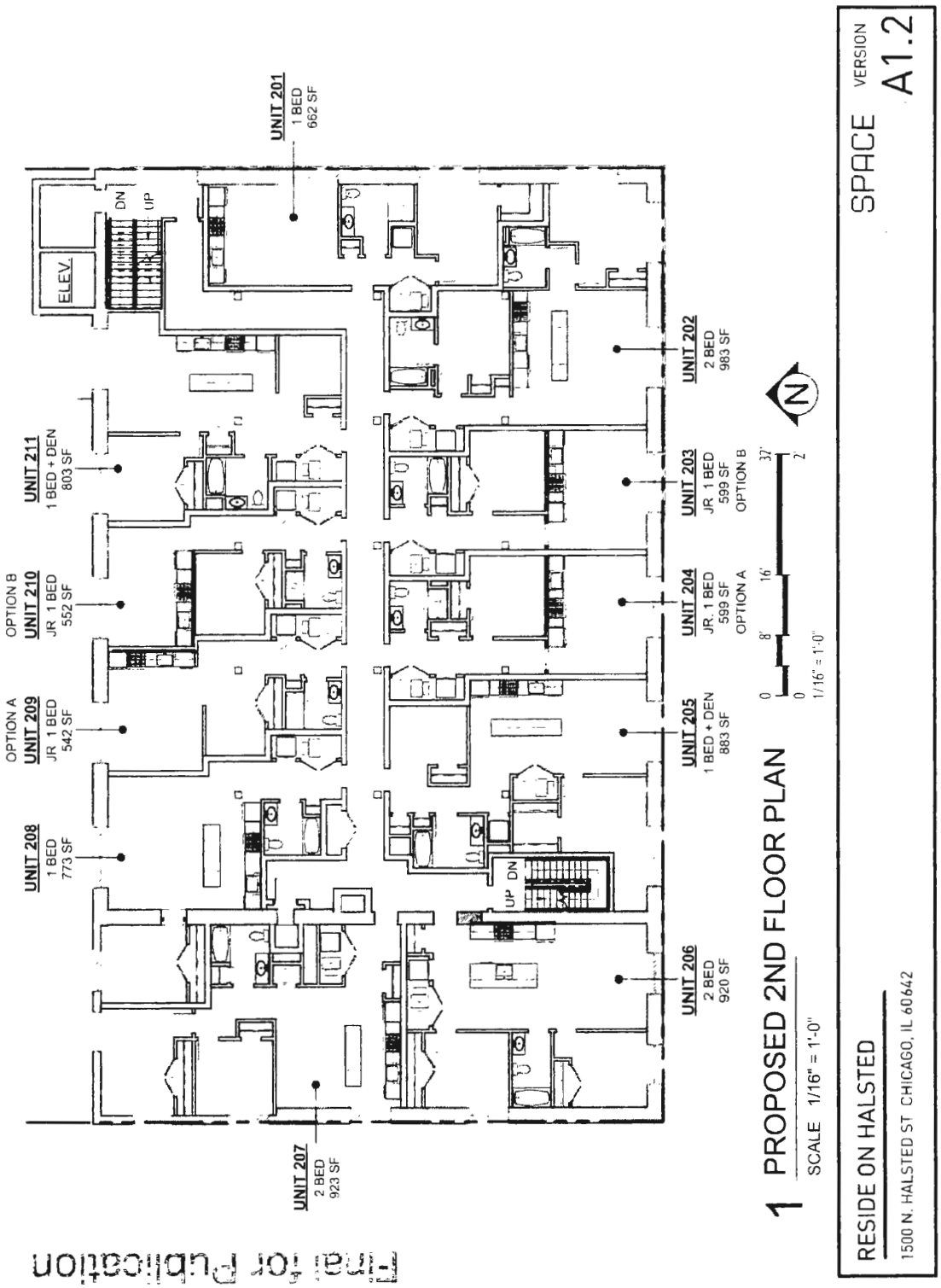
1/16" = 1'-0"

N

RESIDE ON HALSTED

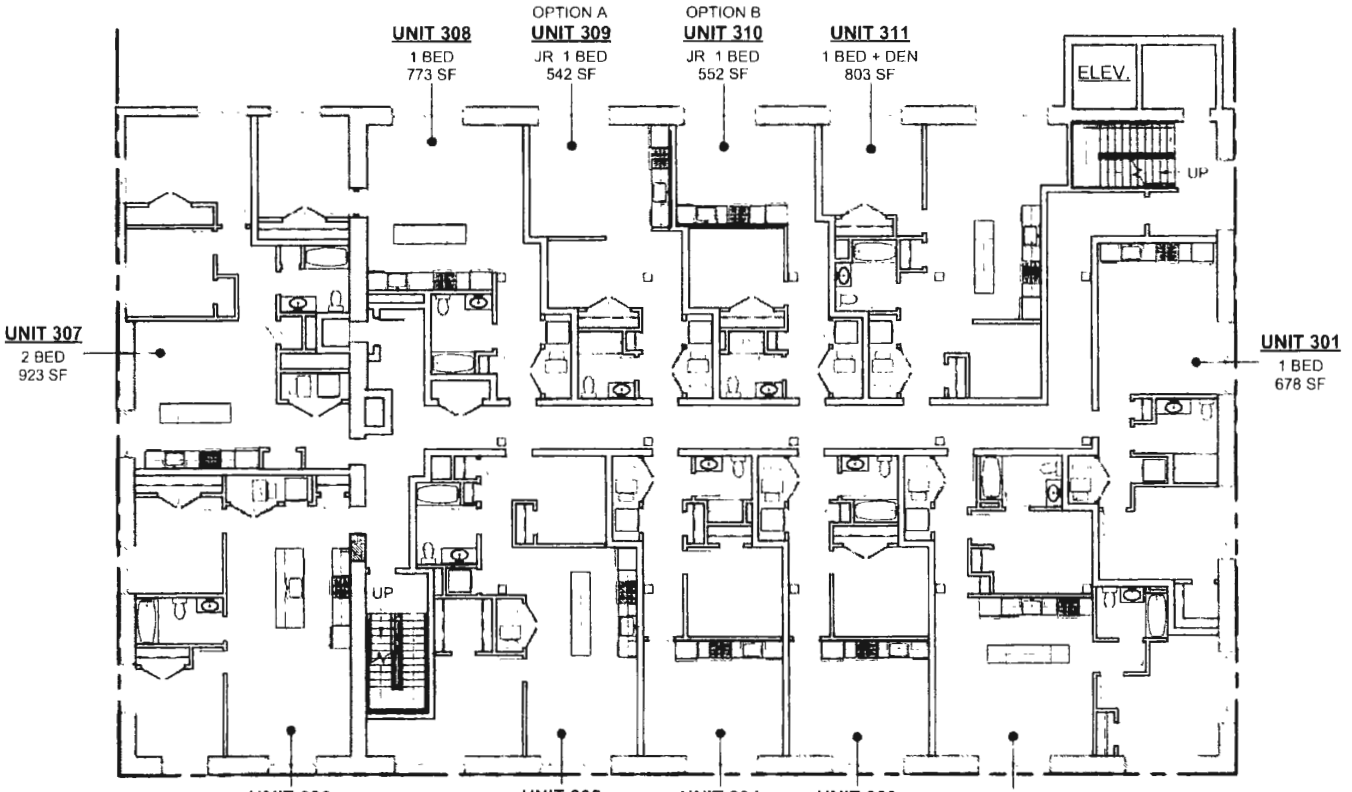
1500 N HALSTED ST CHICAGO, IL 60642

SPACE VERSION A1.1




Final for Publication

Final for Publication




1 PROPOSED 3RD FLOOR PLAN

SCALE: 1/16" = 1'-0"

0 8' 16' 32'
0 2"
1/16" = 1'-0"

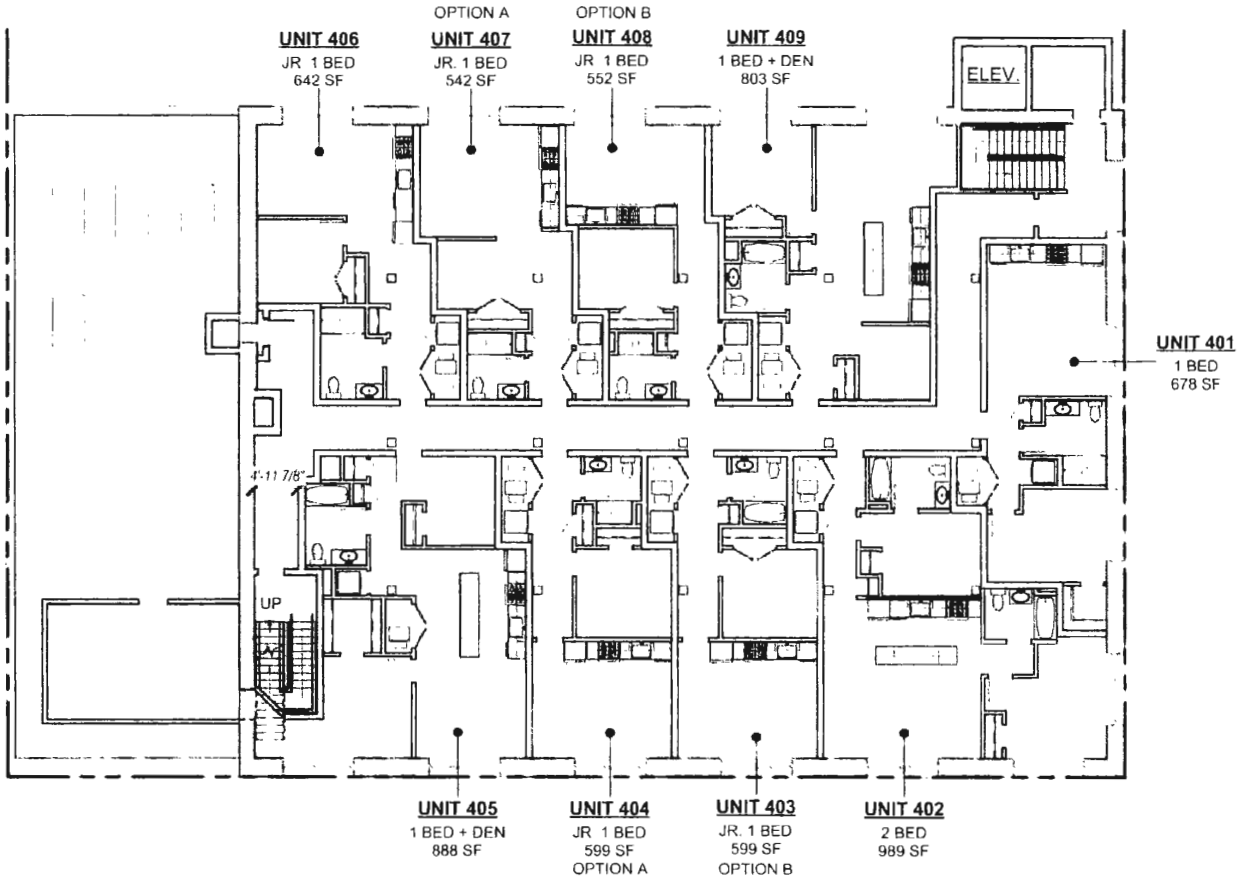
N

RESIDE ON HALSTED

1500 N HALSTED ST CHICAGO, IL 60642

SPACE VERSION A1.3

Final for Publication




1 PROPOSED 4TH FLOOR PLAN

SCALE 1/16" = 1'-0"

0 8' 16' 32'

0 2"

1/16" = 1'-0"

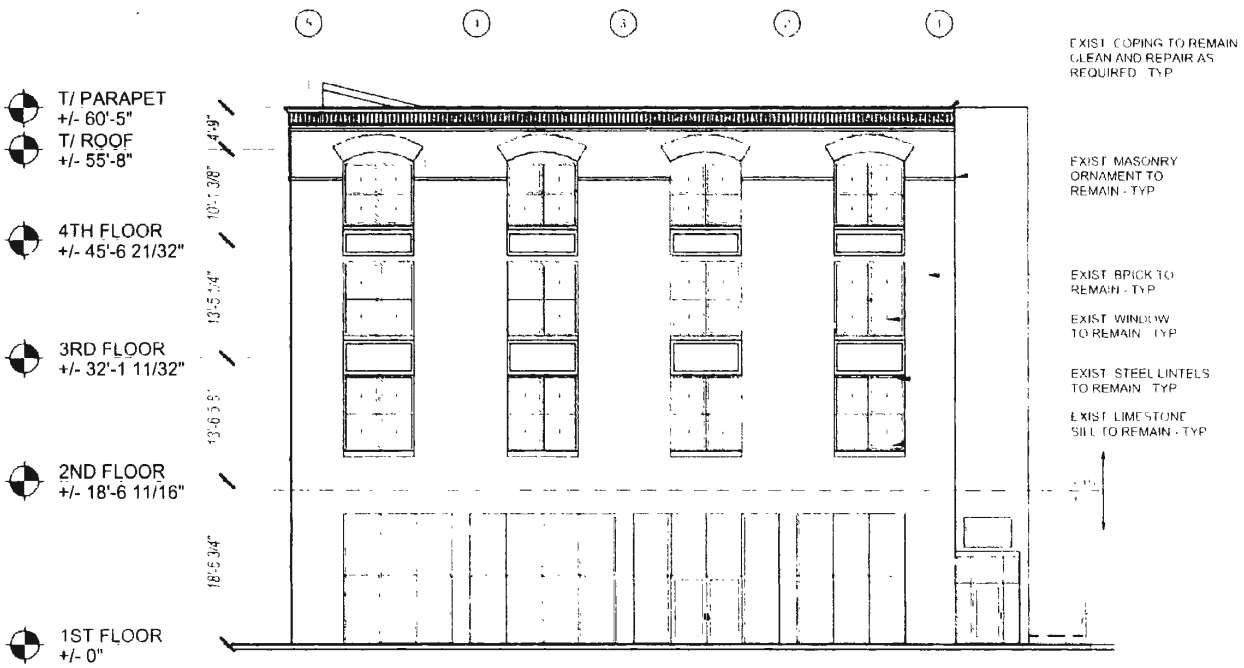
N

RESIDE ON HALSTED

1500 N HALSTED ST. CHICAGO, IL 60642

SPACE | VERSION A1.4

Final for Publication




## 1 EAST ELEVATION

SCALE: 1/16" = 1'-0"

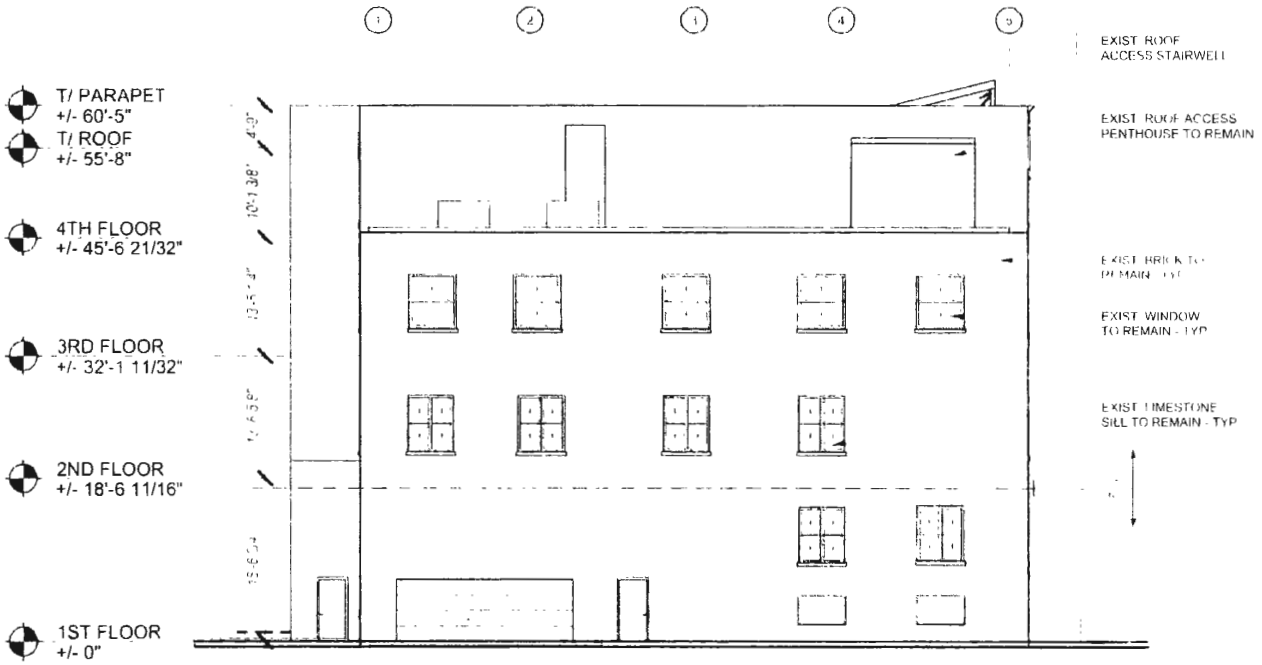
0 8' 16' 32'
0 2"
1/16" = 1'-0"

RESIDE ON HALSTED

1500 N. HALSTED ST. CHICAGO, IL 60642

SPACE VERSION A2.0

Final for Publication




1 WEST ELEVATION

SCALE: 1/16" = 1'-0"

0 8' 16' 32'

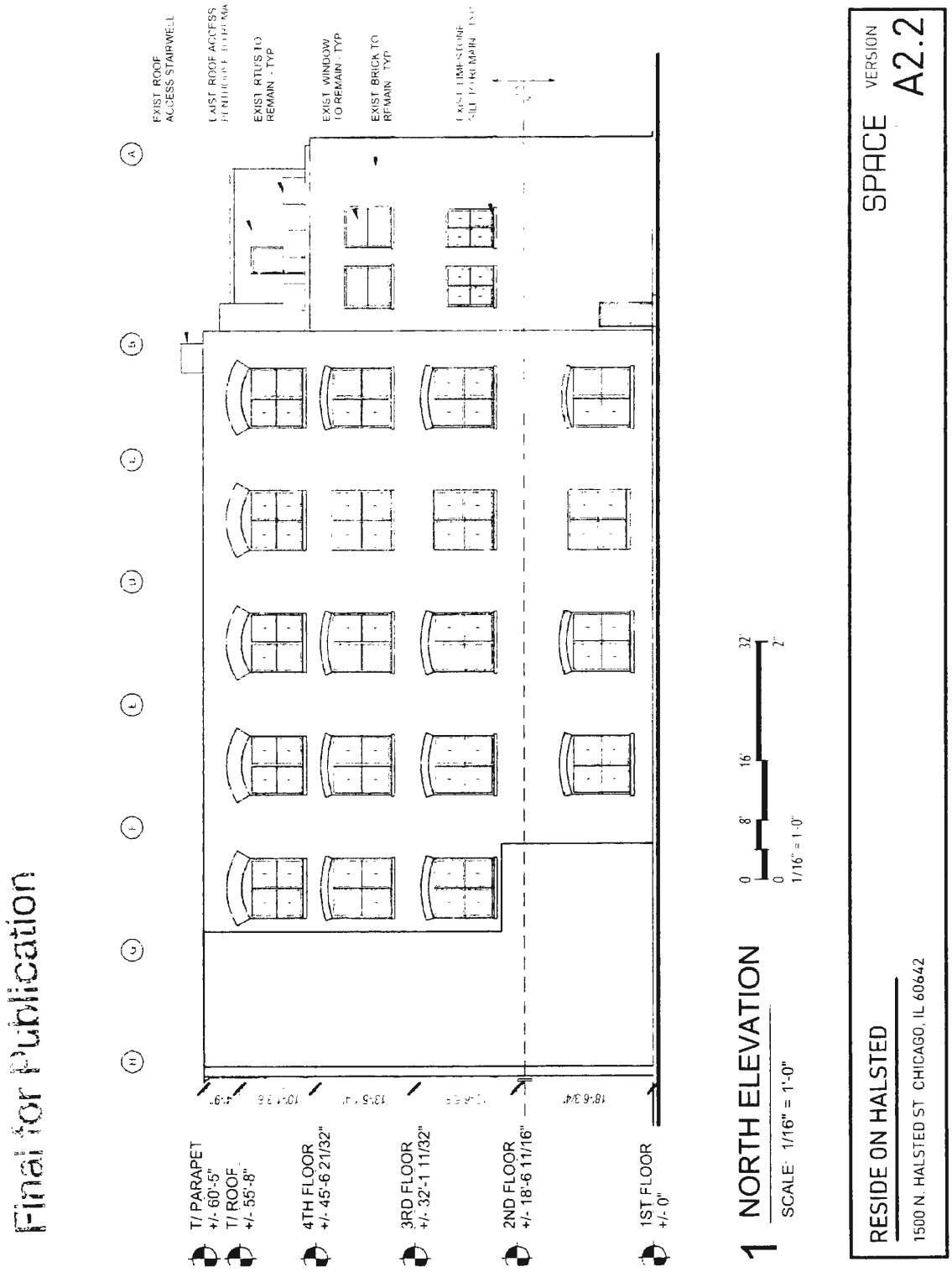
0 2"

1/16" = 1'-0"

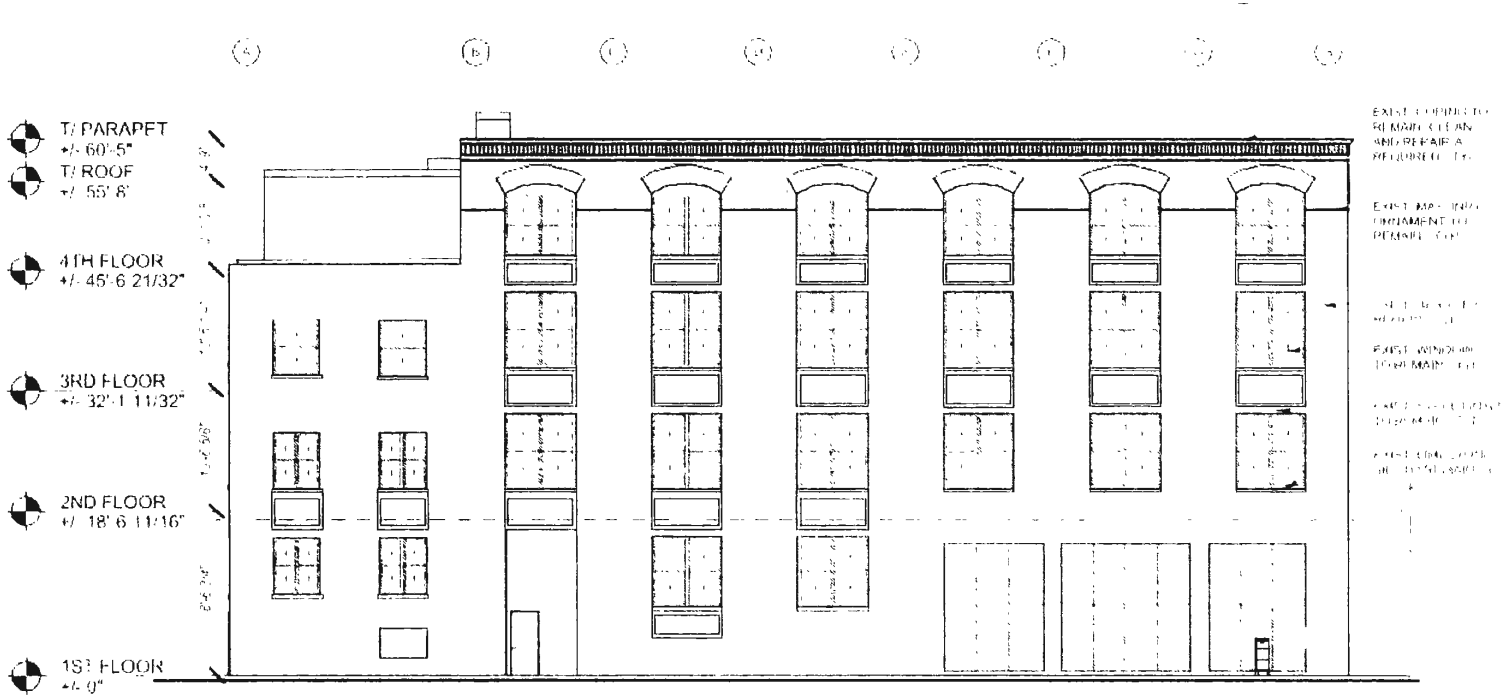
RESIDE ON HALSTED

1500 N. HALSTED ST. CHICAGO, IL 60642

SPACE VERSION A2.1


Final for Publication
EXIST ROOF ACCESS STAIRWELL
EXIST ROOF ACCESS
EXIST RTUS TO REMAIN - TYP
EXIST WINDOW TO REMAIN - TYP
EXIST BRICK TO REMAIN - TYP
T/ PARAPET +/- 60'-5"
T/ ROOF +/- 55'-8"
4TH FLOOR +/- 45'-6 21/32"
3RD FLOOR +/- 32'-1 11/32"
2ND FLOOR +/- 18'-6 11/16"
1ST FLOOR +/- 0"
1 NORTH ELEVATION
SCALE: 1/16" = 1'-0"
0 8' 16' 32'
0 2'
1/16" = 1'-0"
SPACE
VERSION
A2.2
RESIDE ON HALSTED
1500 N. HALSTED ST CHICAGO, IL 60642

Final for Publication




1 SOUTH ELEVATION

SCALE: 1/16" = 1'-0"

0 8' 16' 32'

0 2'

1/16" = 1'-0"

RESIDE ON HALSTED

1500 N. HALSTED ST. CHICAGO, IL 60642

SPACE VERSION A2.3

*Reclassification Of Area Shown On Map No. 3-I.*
(Application No. 22771T1)
(Common Address: 822 N. California Ave.)

[O2025-0017476]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 3-I in an area bounded by:

a line 166 feet north of and parallel to West Chicago Avenue; North California Avenue; a line 141 feet north of and parallel to West Chicago Avenue; and the alley next west of and parallel to North 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.

[Cover Sheet and General Notes; Building Code Matrix; First, Second, Third and Fourth Floor Demolition Plans; First, Second, Third and Fourth Floor Plans; Mechanical Plans; Electrical Plans; Waste Diagram; Supply Diagram; and Water Heater Piping Diagram attached to this ordinance printed on pages 29879 through 29885 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**Type-1 Zoning Map Amendment**
**For 822 N California Ave**
**From C1-2 to B2-3**

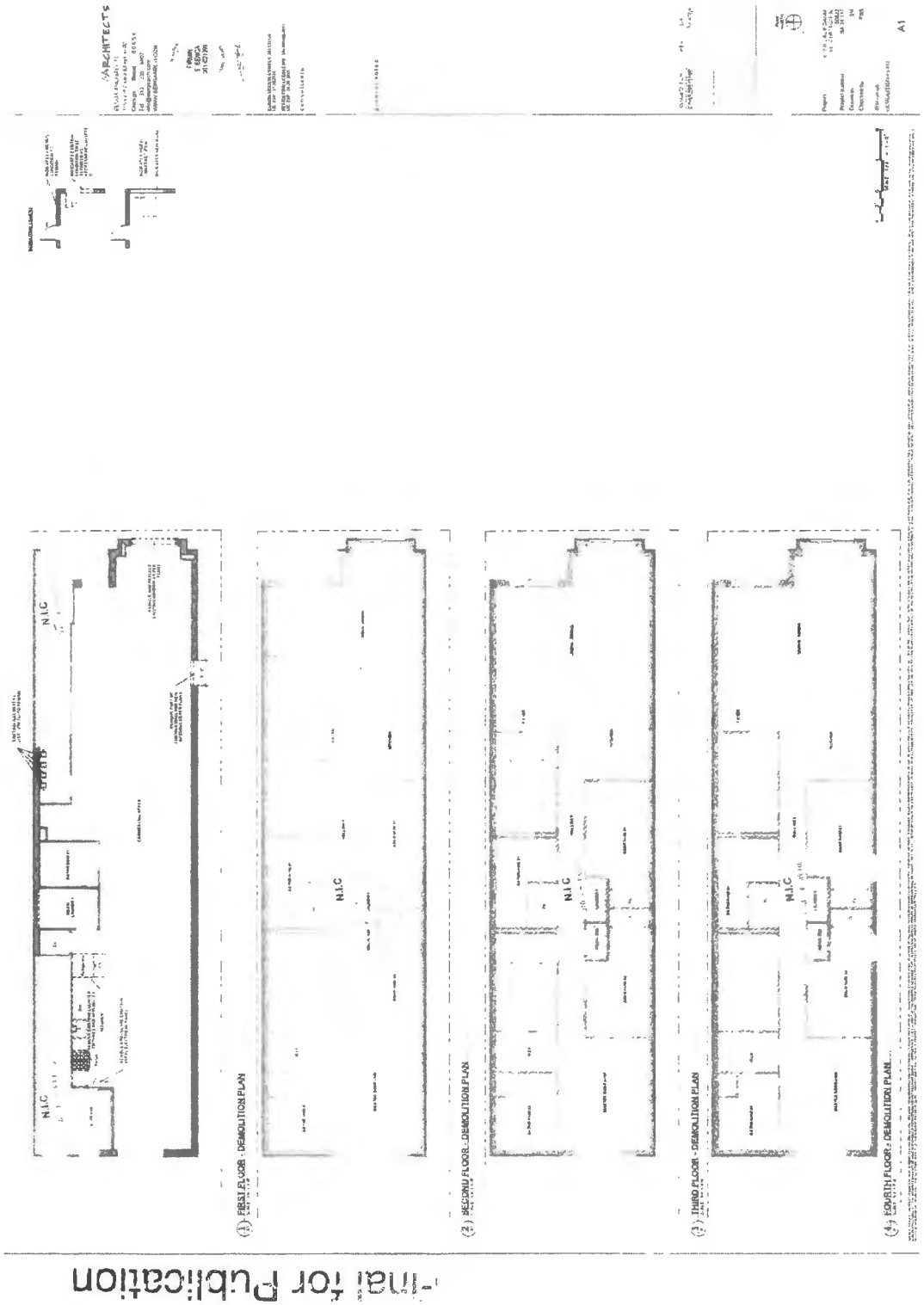
1.A. The applicant seeks a zoning change from a C1-2 Neighborhood Commercial District to those of a B2-3 Neighborhood Mixed-Use District in order to bring the existing ground floor residential unit into compliance with the Chicago Zoning Ordinance.

| | |
|---|---|
| FAR | 2.14 |
| Density (MLA) | 1,674.25 |
| Building Area | 6,697.00 SF |
| Lot Area | 3,126.25 SF |
| Building Height | 42.5' (NO CHANGE) |
| Front Setback | 2.39' (NO CHANGE) |
| Rear Setback | 38.65' (NO CHANGE) |
| Combined Side Setback | 3.53' (NO CHANGE) |
| Parking | 3 |

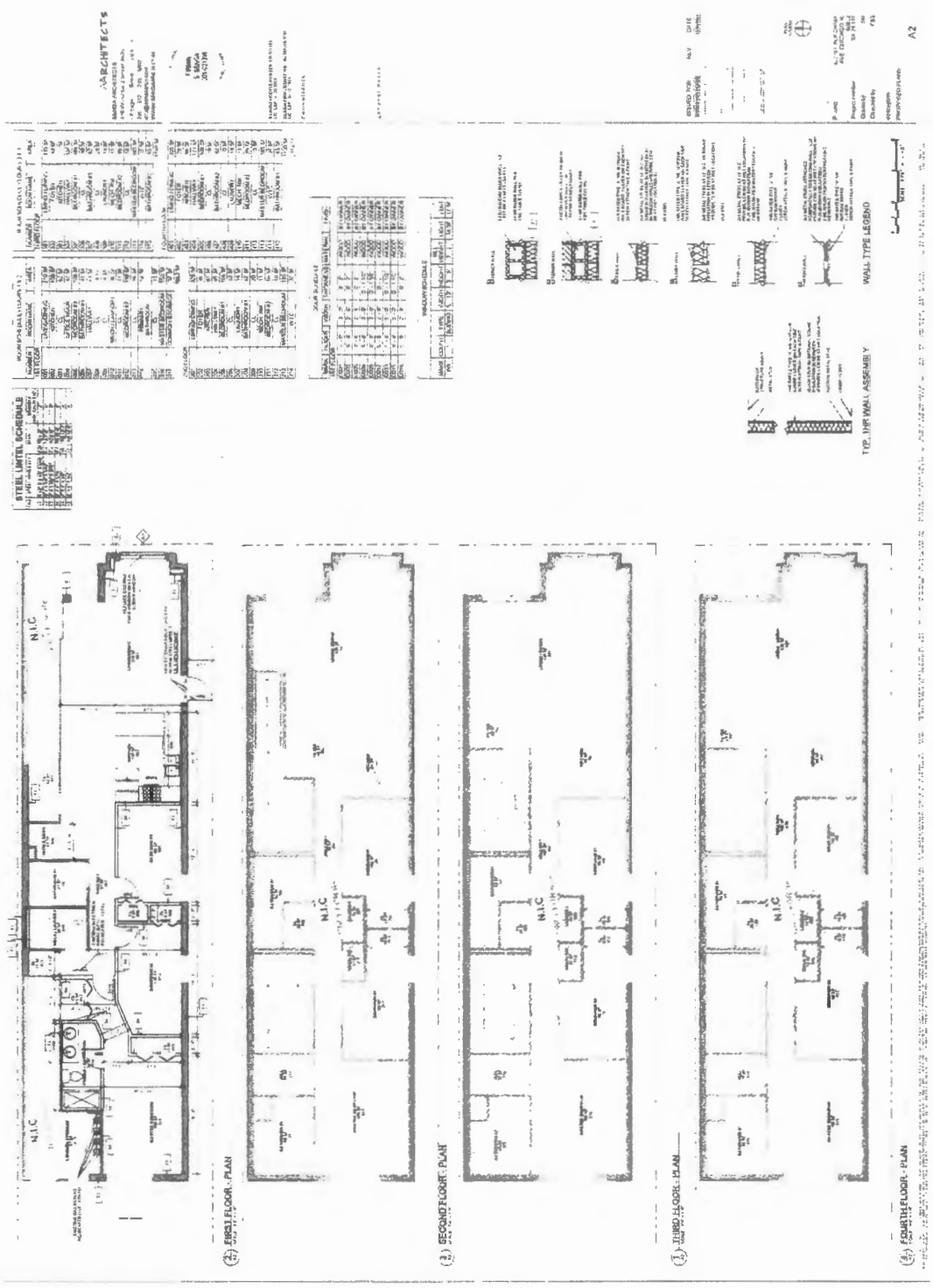
- 17-13-1101-D: Applicant will seek a variation to reduce the number of required parking spaces from 4 to 3.

Final for Publication
SPR 2019 CBC - CONVERSION OF AN EXISTING 1ST FLOOR COMMERCIAL SPACE
INTO 4TH DWELLING UNIT IN A 4-STORY MULTI UNIT BRICK BUILDING @
822 N CALIFORNIA AVENUE, CHICAGO, IL 60622.
GENERAL NOTES
DEMOLITION NOTES
FINISH NOTES
PRICING NOTES
SURVEY INFORMATION
ZONING ORDINANCE INFORMATION
GRAPHIC SYMBOLS:
ABBREVIATIONS
2018 ELECTRICAL CODE
LOCATION MAP
NORTH-CALIFORNIA AVENUE
R&M=125.05'
R&M=21.00'
ARCHITECTS

ARCHITECTS
Final for Publication

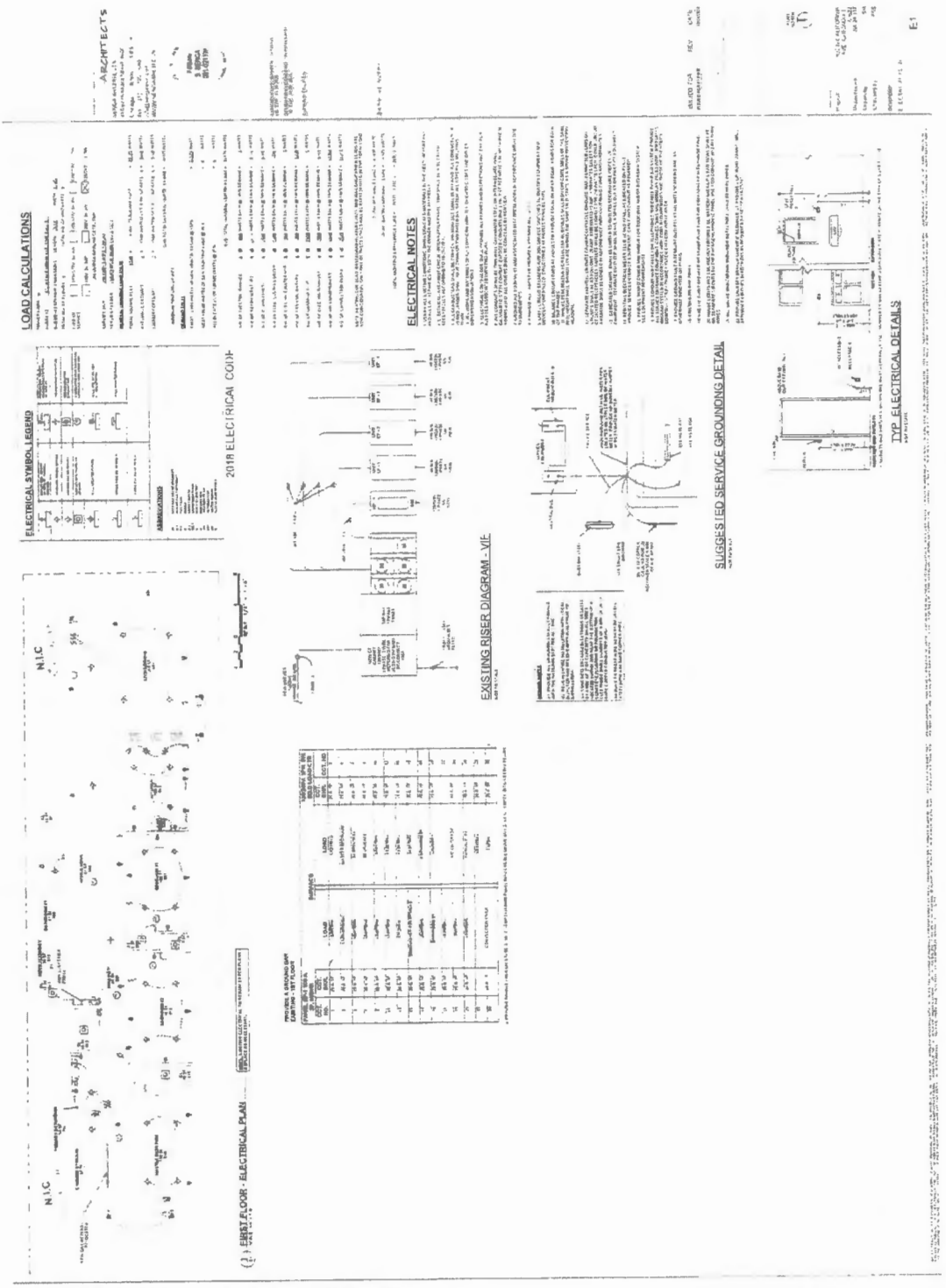



Final for Publication




Final for Publication

Final for Publication
ARCHITECTS
COMBUSTION AIR OPENING DETAIL
GEA/CONDENSER CONNECTION DIAGRAM
HI-EFFICIENCY FURNACE DIAGRAM
LOW TEMPERATURE FLUE (B-VENT) ROOF PENETRATION
EXHAUST FAN SCHEDULE
FURNACE SCHEDULE
AIR-COOLED CONDENSING UNIT SCHEDULE
REFRIGERATION SCHEDULE
M1


Final for Publication
LOAD CALCULATIONS
ELECTRICAL SYMBOL LEGEND
ELECTRICAL NOTES
EXISTING RISER DIAGRAM - VIF
SUGGESTED SERVICE GROUNDING DETAIL
TYP. ELECTRICAL DETAILS
2018 ELECTRICAL CODE
N.I.C
E1

PLUMBING SPECIFICATIONS
WASTE DIAGRAM
SUPPLY DIAGRAM
TANK WATER HEATER SCHEDULE
WATER DEMAND SCHEDULE
SYMBOLS & ABBREVIATIONS
WATER HEATER PIPING DIAGRAM
Final for Publication

*Reclassification Of Area Shown On Map No. 3-L.*
(Application No. 22758)
(Common Address: 1059 N. Laramie Ave.)

[O2025-0017415]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-L in the area bounded by:

West Thomas Street; the public alley next east of and parallel to North Laramie Avenue; a line 26.16 feet south of and parallel to West Thomas Street; and North Laramie Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 4-I.*
(Application No. 22756T1)
(Common Address: 1215 S. Fairfield Ave.)

[O2025-0017413]

*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 4-I in the area bounded by:

a public alley next north of and parallel to West 12th Place; a line 116 feet east of and parallel to South Fairfield Avenue; a line 161.5 feet south of and parallel to West Roosevelt Road; and South Fairfield Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing Site Plan; Existing Front (West) Building Elevation -- for reference; Proposed and Existing Basement Unit; Basement Mechanical and Electrical Plans; Water Supply Diagram; Drainage Diagram; Existing Side (North and South) Building Elevation; Existing Rear (East) Building Elevation; and Existing Front (West) Building Elevation attached to this ordinance printed on pages 29888 through 29892 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 – 1215 South Fairfield Avenue, Chicago, IL**

Proposed Zoning: RM-5 Residential Multi-Unit District

Lot Area: 2,940 sq. ft.

Proposed Land Use: The Applicant is proposing to permit a fourth dwelling unit within the basement of the existing three-story three (3) dwelling unit residential building for a total of four (4) dwelling units. The height and footprint of the existing building will remain without change. The subject property is a Transit Served Location. The proposed residential building will be supported by three (3) off-street parking spaces at the rear of the subject property. Pursuant to Sec. 17-13-0303-D optional Administrative Adjustment and Variation and pursuant to Secs. 17-13-1003-EE of the Chicago Zoning Ordinance, the Applicant is seeking to increase the off-street parking ratio for a Transit Served Location to 75% (three (3) parking spaces for four (4) residential units).

(A) The Project's Floor Area Ratio: 3,699 square feet (1.26 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 735 square feet per D.U. (4 residential units)

(C) The amount of off-street parking: 3 parking spaces

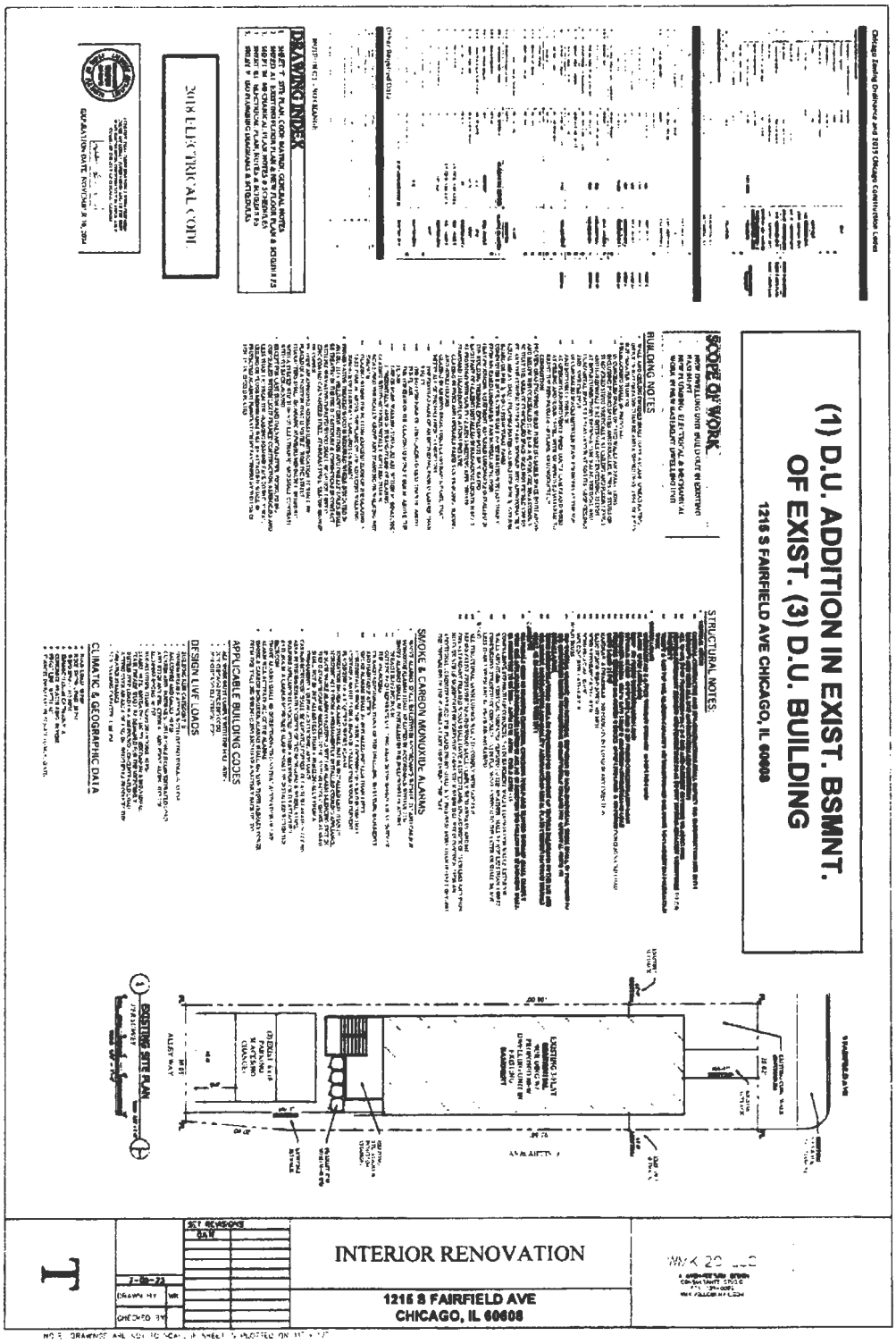
*The subject property is a designated Transit Served Location (Roosevelt Bus Route). Pursuant to Sec. 17-13-1003-EE, the Applicant is seeking to increase the required number of off-street parking spaces from 2 parking spaces (50%) to 3 parking spaces (75%).

(D) Setbacks:

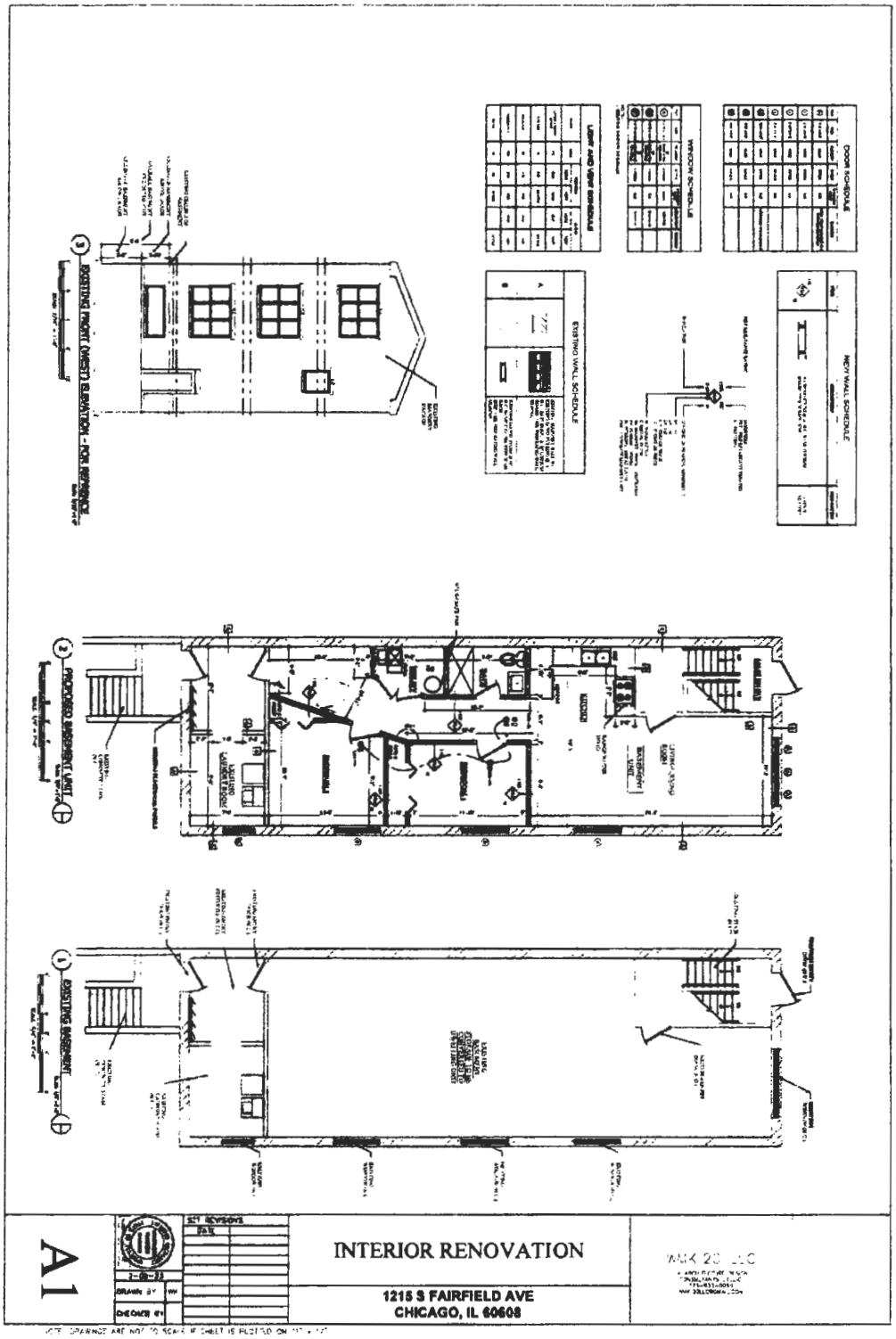
| | | |
|---|---|---|
| a. | Front Setback: | 14 feet-11 inches (existing) |
| b. | Side Setbacks: | |
| | North Side: | 3 feet (existing) |
| | South Side: | 2 feet-4 inches (existing) |
| c. | Rear Setback: | 40 feet-1 inches (existing) |

(E) Building Height: 34 feet-10 inches (existing)

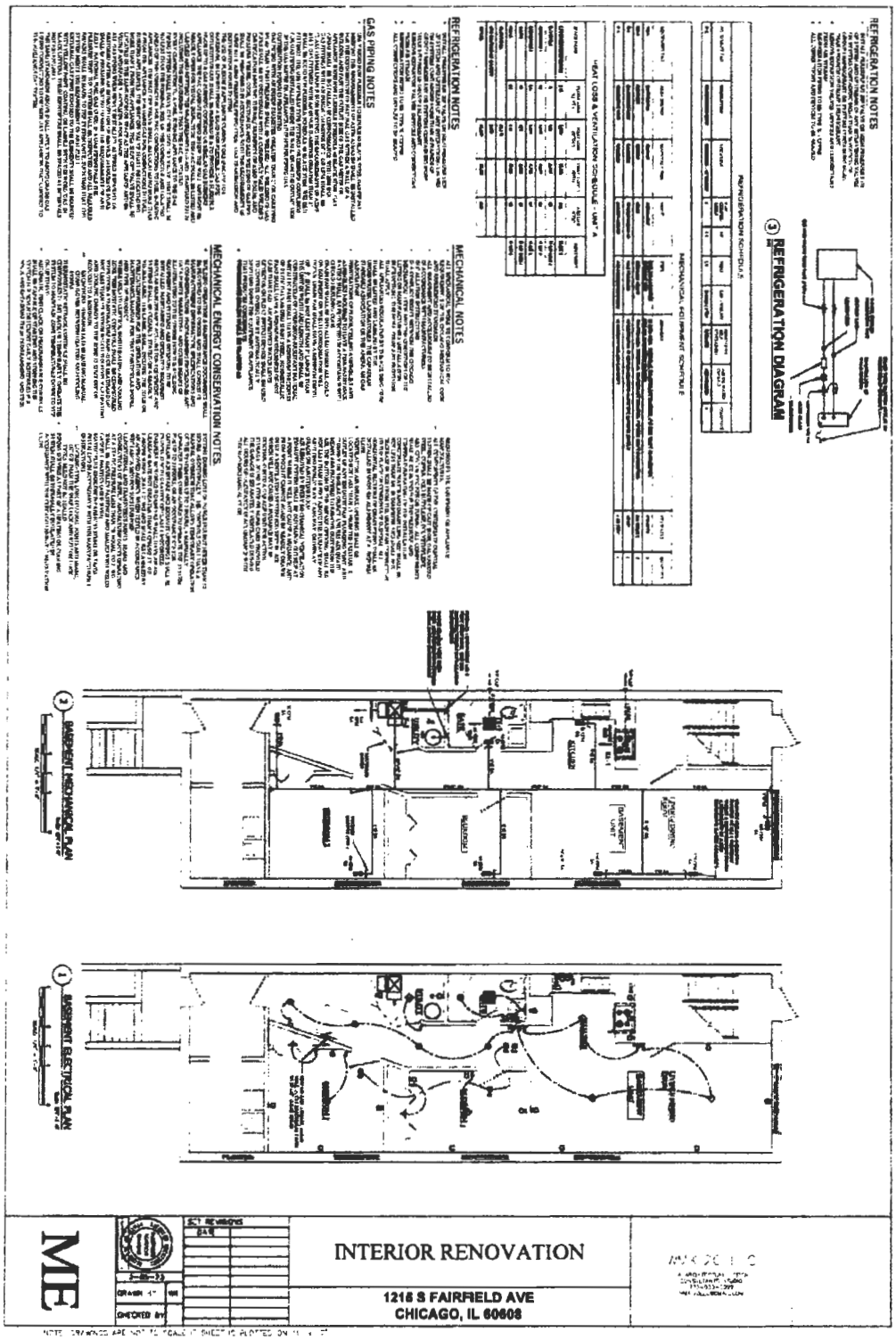
Final for Publication



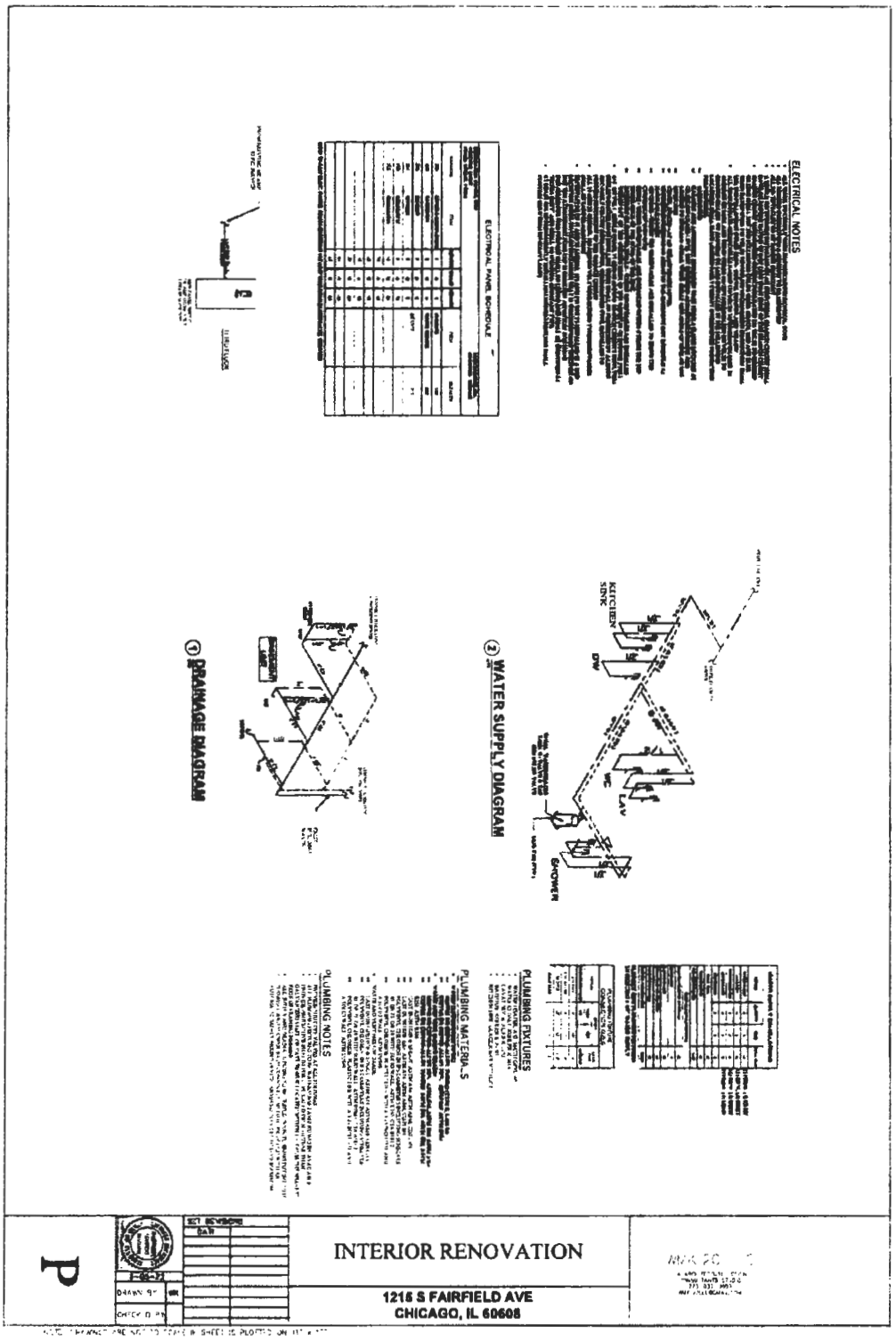
Final for Publication



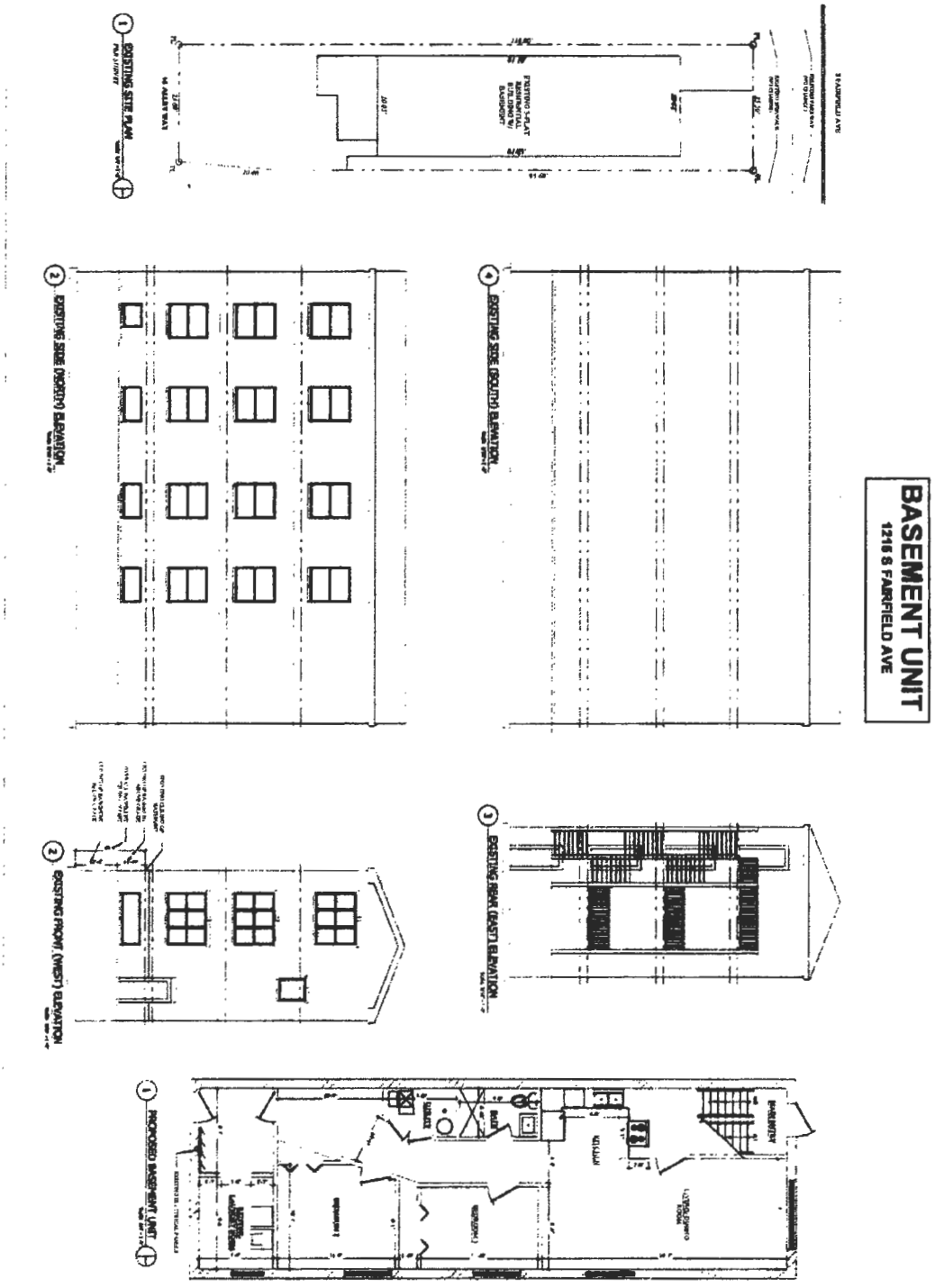
Final for Publication



Final for Publication



Final for Publication



*Reclassification Of Area Shown On Map No. 5-G.*
(Application No. 22768T1)
(Common Address: 2236 -- 2242 N. Clybourn Ave.)

[O2025-0017458]

*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 M1-2 Limited Manufacturing/Business Park District symbols as shown on Map Number 5-G in the area bounded by:

North Clybourn Avenue; a line 389.21 feet northwest of the intersection at North Clybourn Avenue and West Webster Avenue, as measured along the southwest right-of-way line of North Clybourn Avenue and perpendicular thereto; the public alley next southwest of and parallel to North Clybourn Avenue; and a line 492.21 feet northwest of the intersection at North Clybourn Avenue and West Webster Avenue, as measured along the southwest right-of-way line of North Clybourn Avenue and perpendicular thereto,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan and Notes; First, Second, Third, and Fourth Floor Plans; Roof Deck Floor Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 29898 through 29905 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 2236-2242 NORTH CLYBOURN AVENUE, CHICAGO**

The subject property is currently improved with an older industrial building. The Applicant intends to demolish the existing building and redevelop this property with a new 4-story mixed-use building with commercial units on the ground floor and 9 dwelling units on the upper floors, with 9-car attached 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 rear setback and an administrative adjustment to allow 1:1 parking ratio, to allow residential use at the property and to comply with the standards and the bulk requirements of the Ordinance for this redevelopment project.

| | |
|---|---|
| Project Description: | Zoning Change from an M1-2 Limited Manufacturing/Business Park District to a B2-2 Neighborhood Mixed-Use District. |
| Use: | Mixed-Use Building with commercial units on the ground floor and 9 Dwelling Units on the upper floors |
| Lot Area: | 100' x 120' = 12,000 SF (recorded measurements) |
| Floor Area Ratio: | 2.2 |
| Floor Area: | 26,394 SF (see plans attached) |
| Density: | 1,333 Square Feet per DU |
| Off- Street Parking: | Parking spaces: 9 *(see administrative adjustment request below)* |
| Setbacks: | Front: 1'<br>Side: 3'-3" on each side<br>Rear: 23 feet *(see variation request below)* |
| Building Height: | 45'-11" to the highest point of the underside of the top floor's ceiling joist. |

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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 approximately 600 feet from the Ashland Bus Corridor, and it is also located approximately 1,840 feet from the Clybourn Metra Station.

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 a Pedestrian Street or a 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) The proposed commercial space on the ground floor complies with the requirements of Section 17-3-0504-C Transparency standards as follows:
   - A minimum of 50% of the street-facing building façade between 4 feet and 10 feet in height will be comprised of clear, non-reflective windows that allow views of indoor commercial space. The Applicant is seeking an optional relief for an Administrative Adjustment under Section 17-13-1003-Q Pedestrian Streets – Transparent Window Standards, to allow up to a 25% reduction in the amount of transparent window area required.
   - The bottom of any window or product display window used to satisfy this requirement will not be more than 4.5 feet above the adjacent sidewalk.
   - Windows used to satisfy these requirements will have a minimum height of 4 feet and be internally lighted.

   (c) The building will have a primary entrance door facing Clybourn Avenue.

   (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, as a matter of fact – two existing curb cuts will be removed.

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.

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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 an Administrative Adjustment via Optional Relief (see below) to increase the parking from 5 to 9 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.

   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 5 parking spaces to 9 parking spaces, as would be required by Section 17-10-0207.

(B) The Applicant is seeking an optional relief for an Administrative Adjustment under Section 17-13-1003-Q Pedestrian Streets – Transparent Window Standards, which requires that a minimum of 60% of the street-facing building façade between 4 feet and 10 feet in height will be comprised of clear, non-reflective windows that allow views of indoor commercial space. The administrative adjustment to the transparent window area standards of Sec. 17-3-0504-C allows up to a 25% reduction in the amount of transparent window area required. The Applicant is requesting and Adjustment to reduce the transparency requirements from 337 SF required to 310 SF proposed.

(C) The Applicant also seeks relief for variation 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 23 feet proposed.

In support of this request, the Applicant states the following:

1. Strict compliance with the regulations and standards of this Zoning Ordinance would create practical difficulties and hardships for the subject property, since the subject property has a substandard depth of 120 feet only, which is 5 feet shorter than a standard lot in the City.

2. The requested variation is consistent with the stated purpose and intent of this Zoning

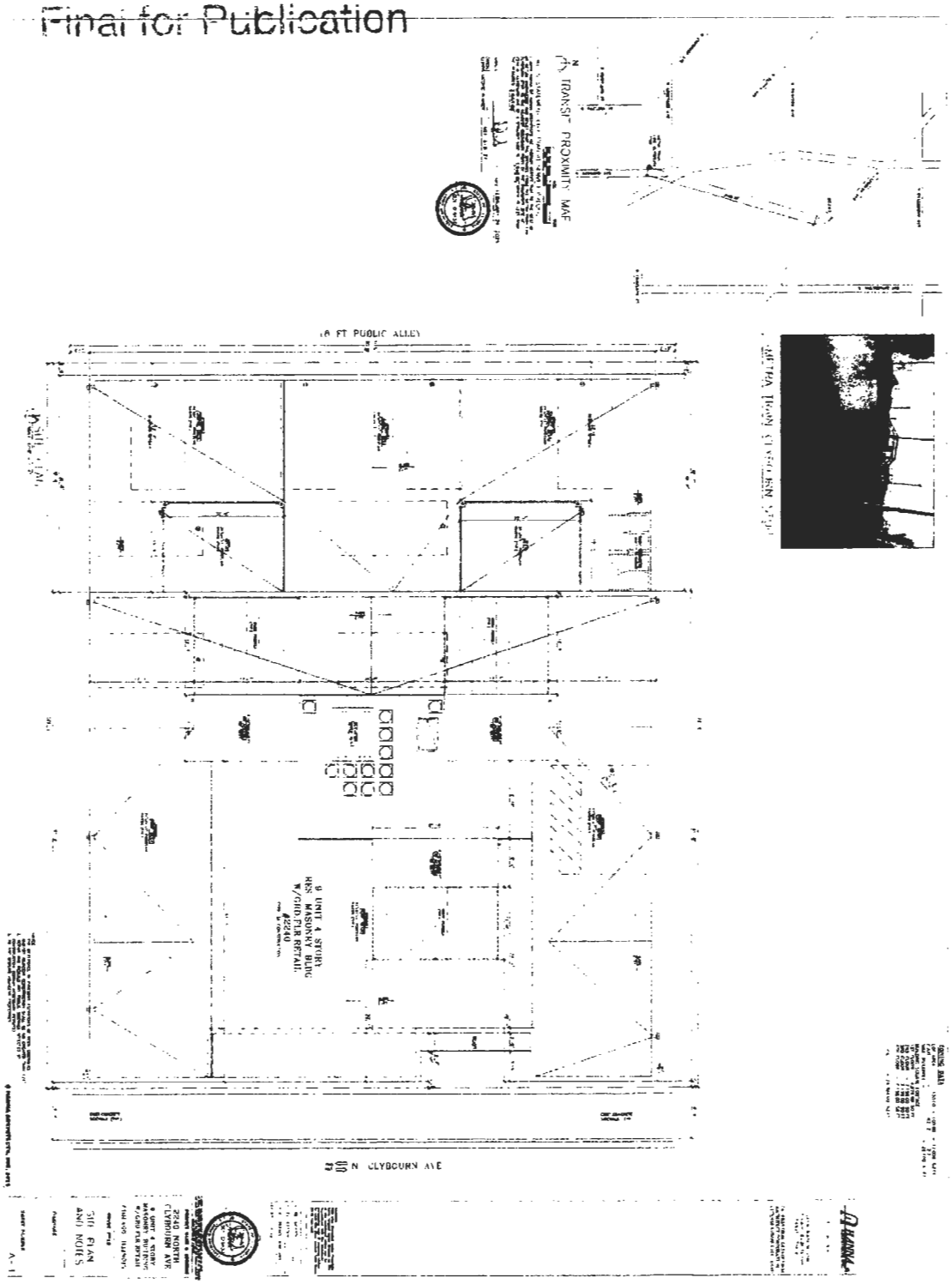
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Ordinance since this proposed redevelopment and corresponding variations are compatible with the existing land use pattern on the subject block and the new units will increase the variety of the available housing stock, in response to the growing housing demand in the neighborhood.

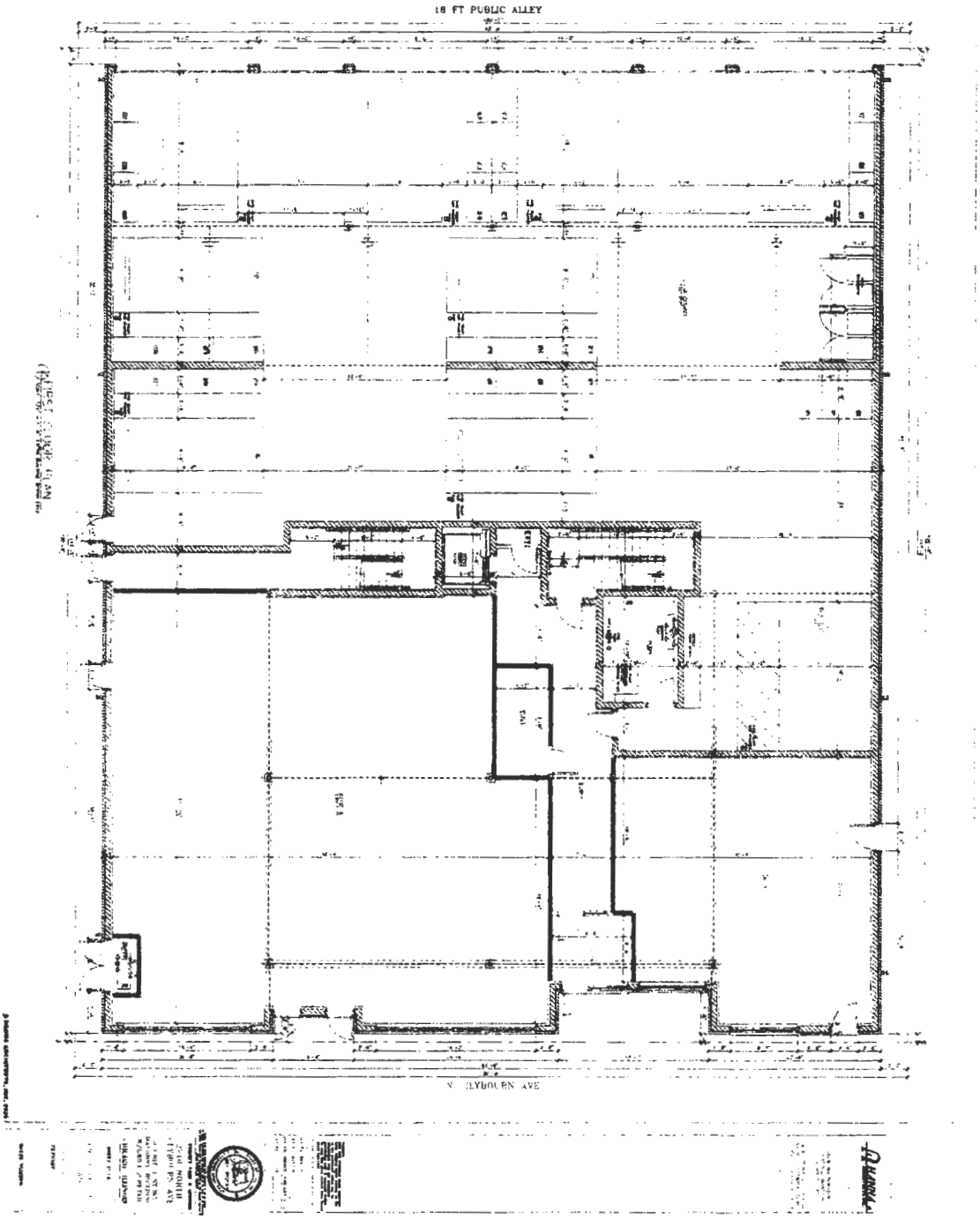
3. Evidence of Practical Difficulties or Particular Hardship is as follows:

- 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. The proposed variation and administrative adjustment 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 variation is needed to mitigate the substandard depth of the lot. While the rear wall of the building is setback 38 feet from the rear property line, the balconies with supporting pillars are setback 23', triggering this variation.
- This variation and administrative adjustment 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.

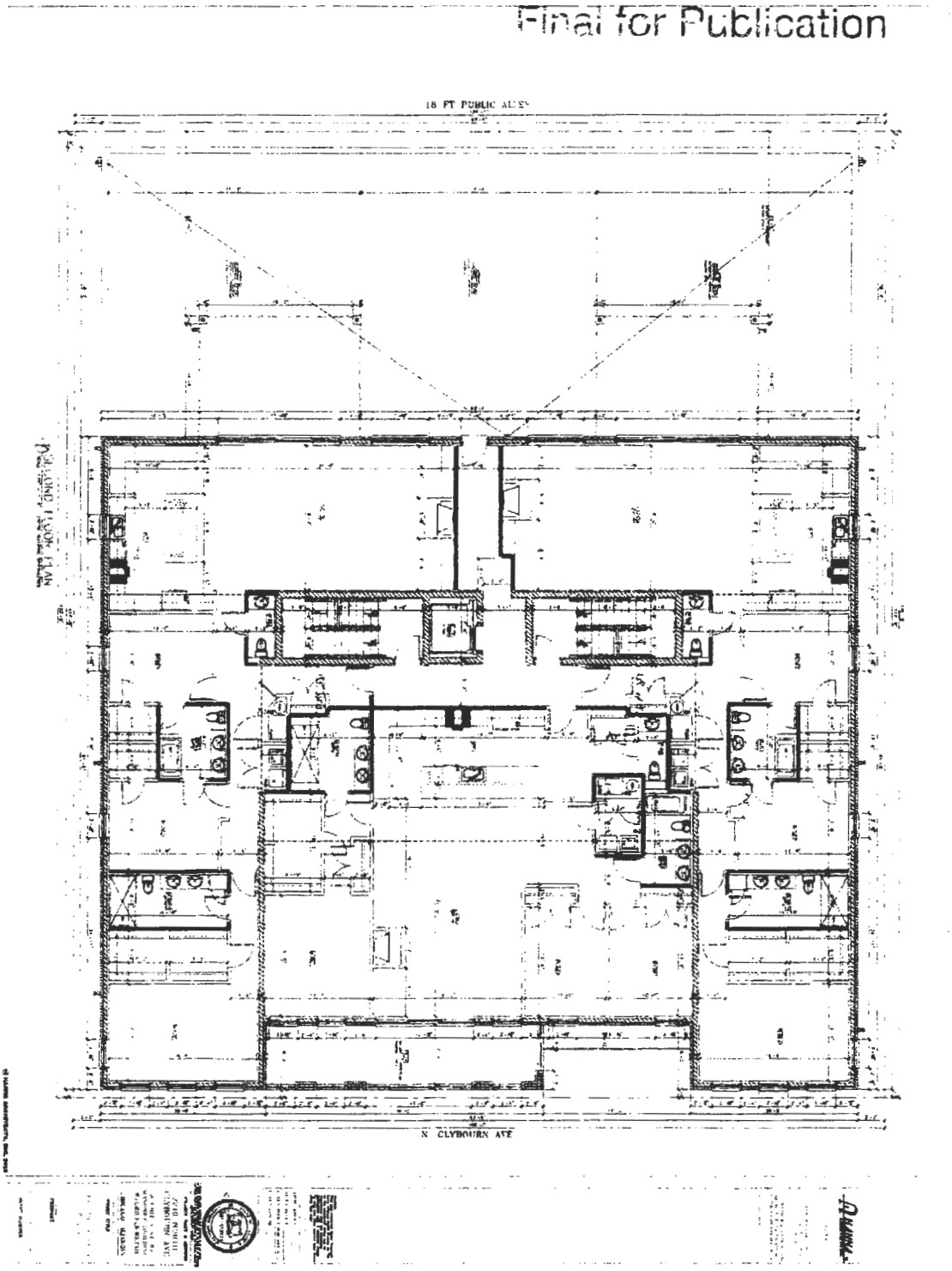
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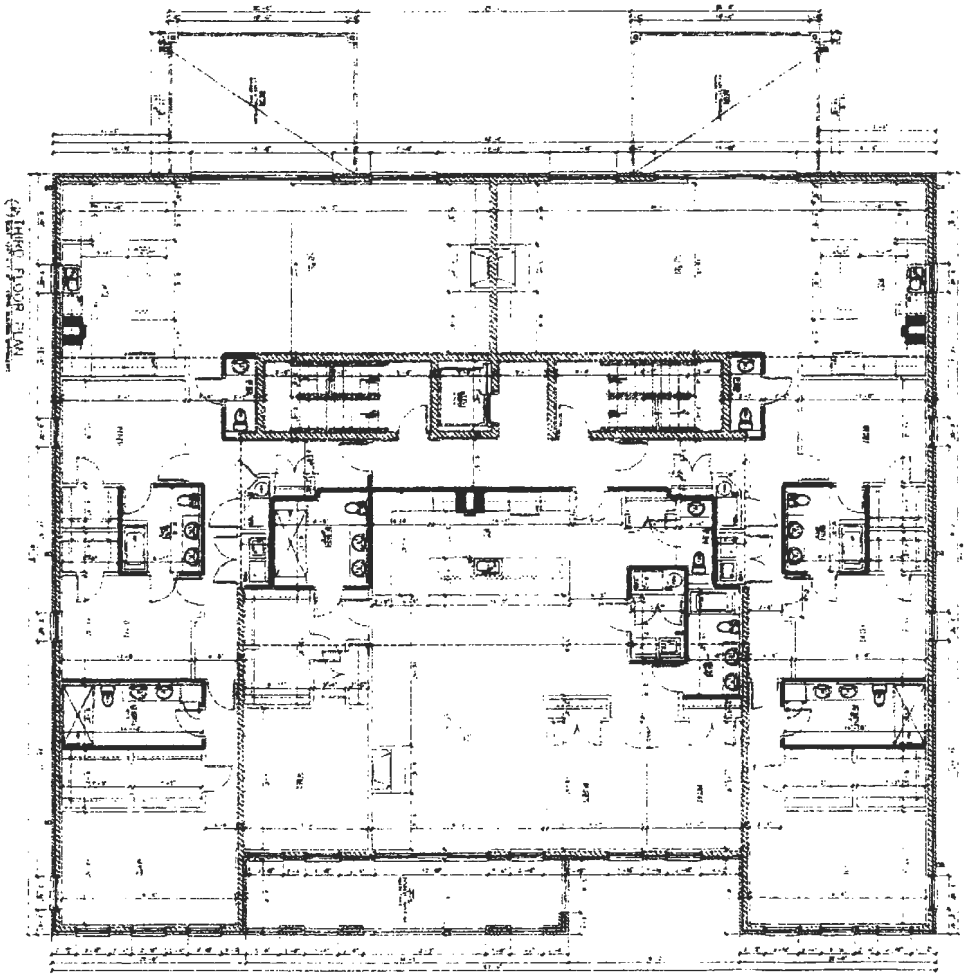
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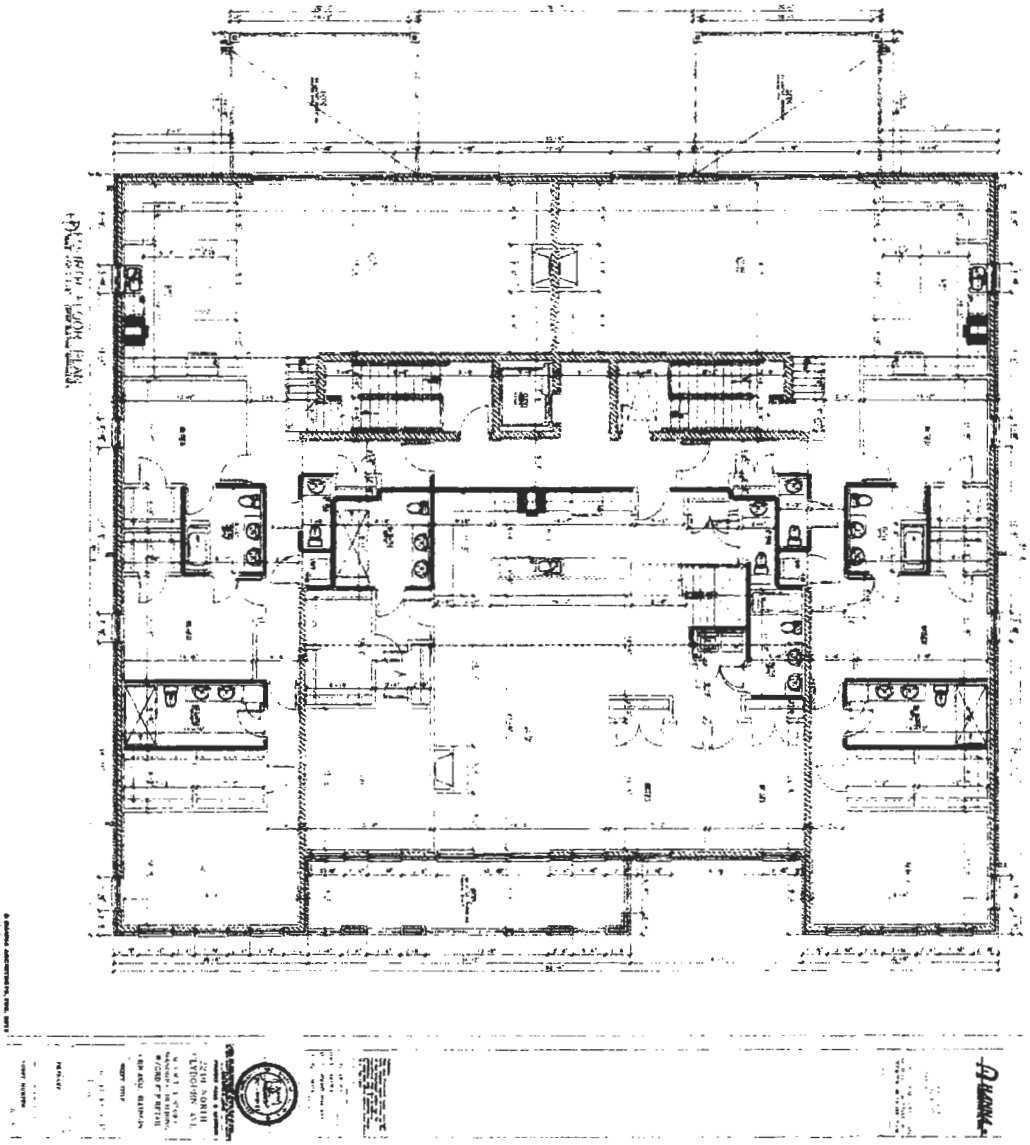
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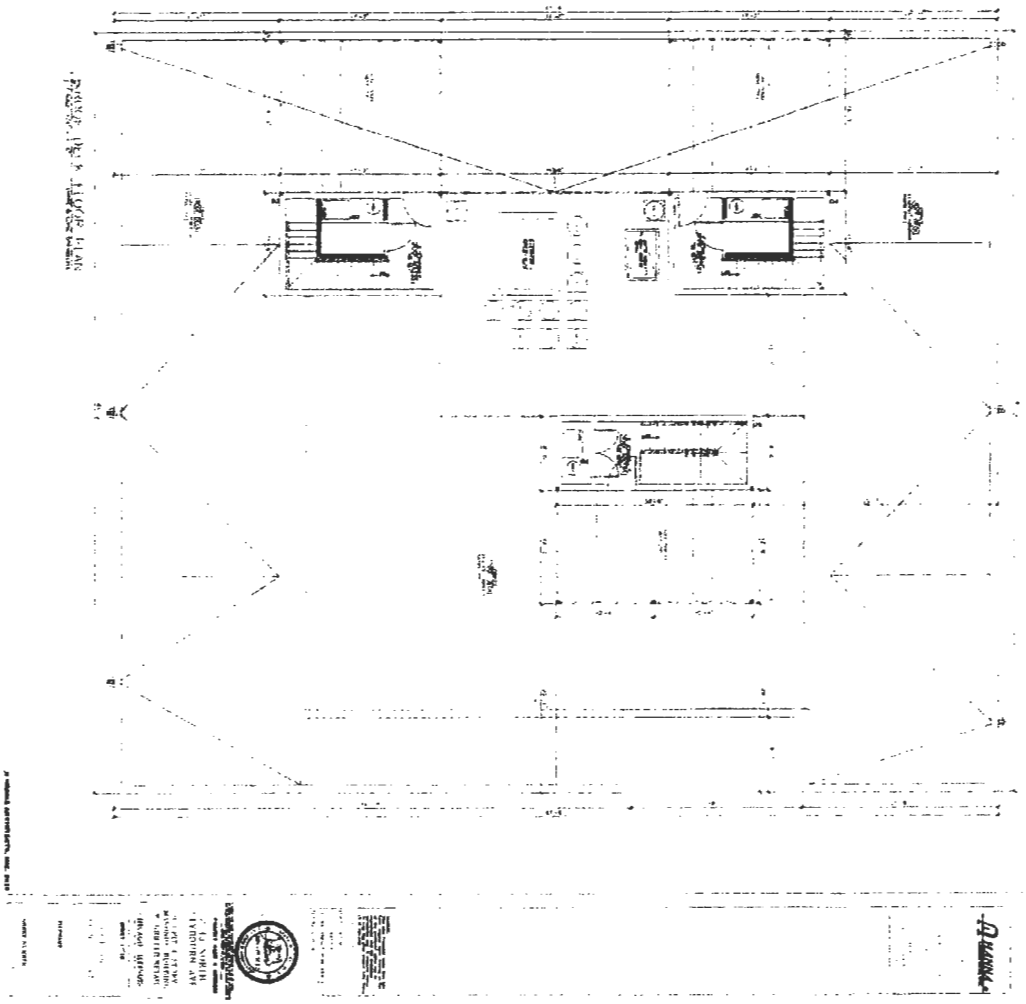
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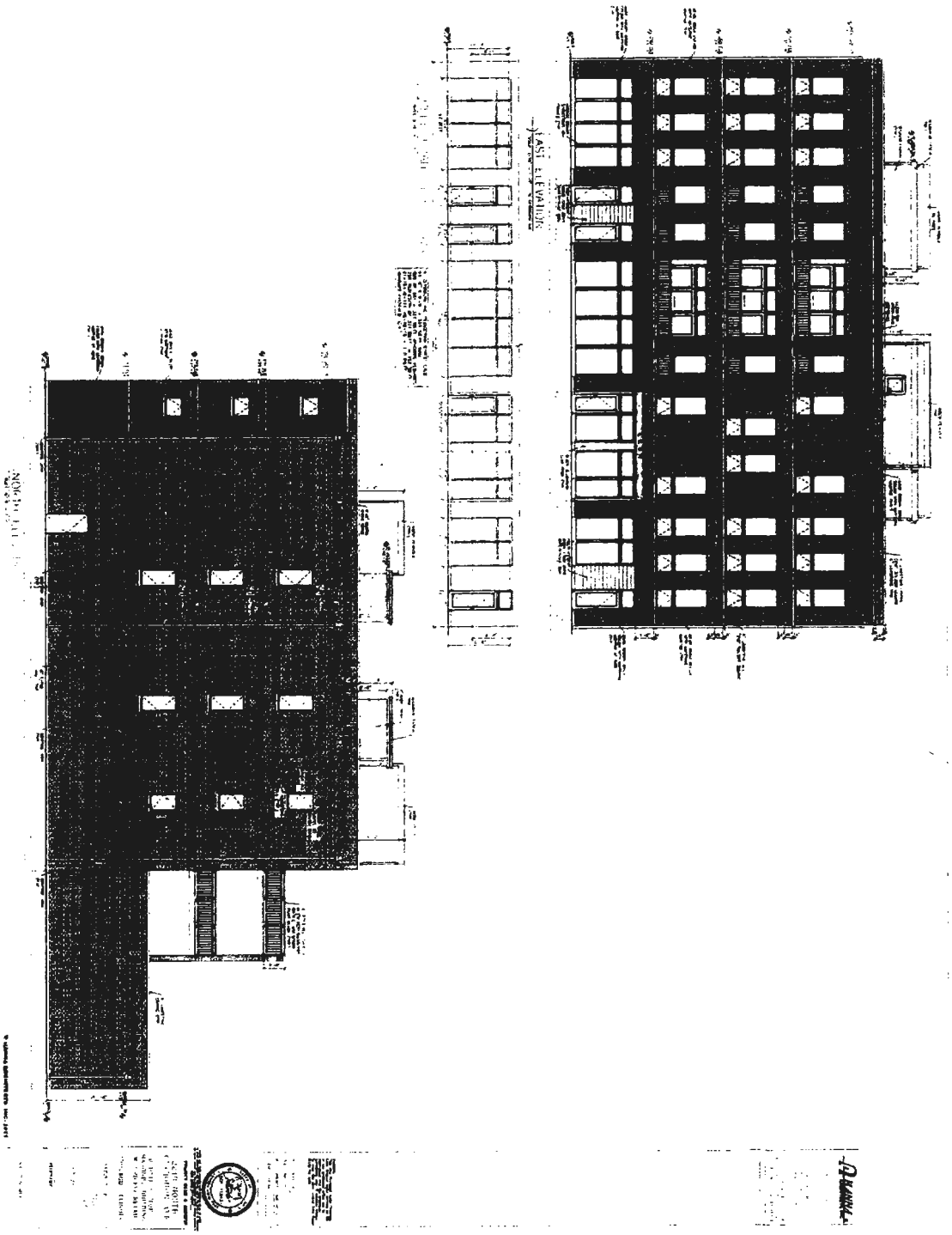
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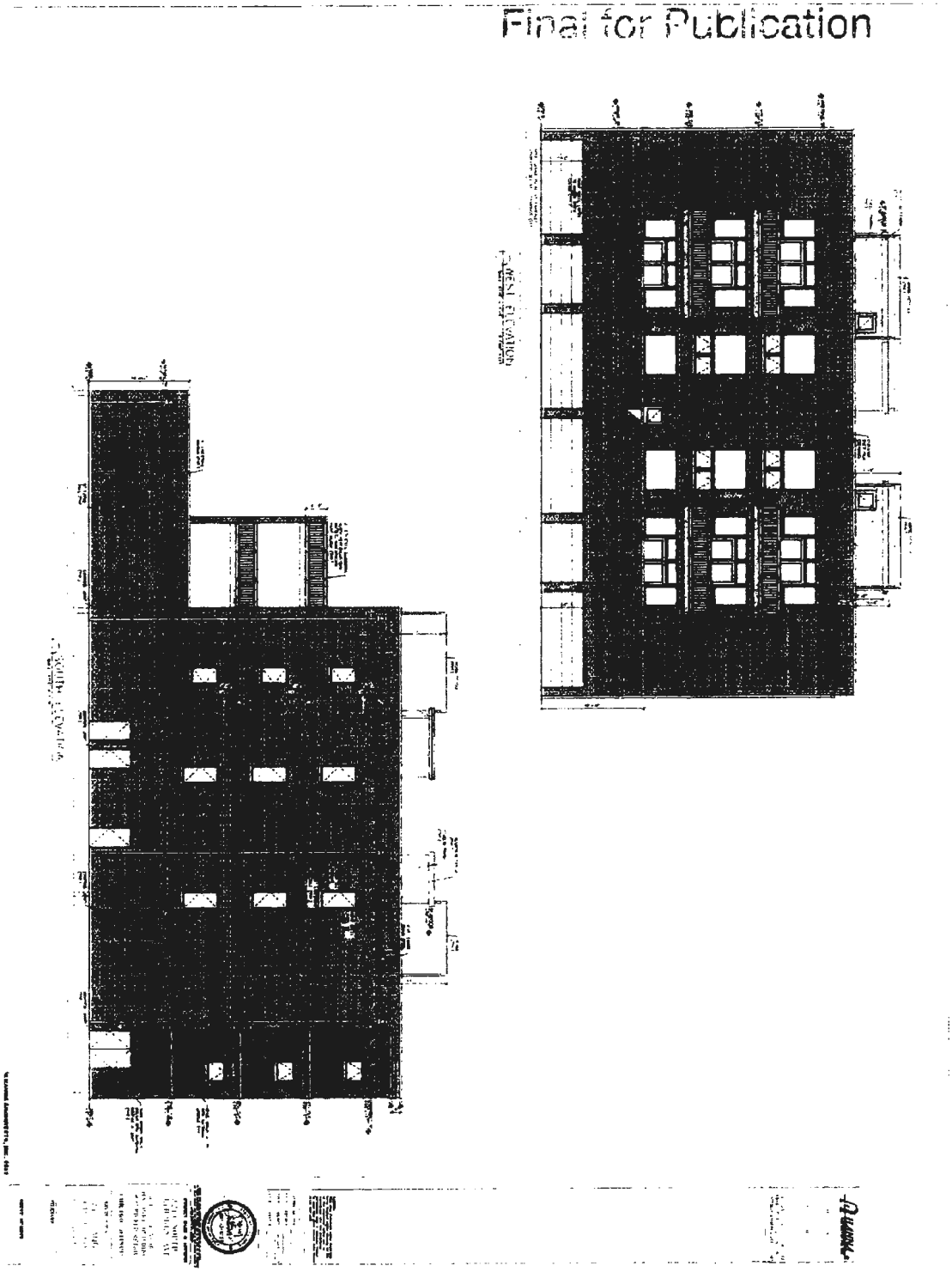


Final for Publication



Final Publication




Final for Publication

*Reclassification Of Area Shown On Map No. 5-I.*
(Application No. 22773T1)
(Common Address: 6241 N. Rockwell St.)

[O2025-0017489]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS2 Residential Single-Unit (Detached-House) District symbols and indications as shown on Map Number 5-I in the area bounded by:

a line 175 feet south of and parallel to West Wabansia Avenue; a public alley next east of and parallel to North Rockwell Street; a line 200 feet south of and parallel to West Wabansia Avenue; and North Rockwell Street,

to those of an RS3 Residential Single-Unit (Detached-House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan and General Notes; Existing and Proposed Basement and First Floor Plans; Proposed Second Floor Plan; Existing Attic Plan; North, South, East and West Building Elevations; Mechanical and Plumbing Information; Mechanical Plan; and Lift Plans and Deck Details attached to this ordinance printed on pages 29908 through 29915 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

# TYPE 1 ZONING AMENDMENT PROJECT NARRATIVE AND PLANS
## 6241 North Rockwell Street

The Applicant seeks to rezone 6241 North Rockwell Street from a RS-2 Residential Single-Unit (Detached House) District to RS-3 Residential Single-Unit (Detached House) District in order to lawfully establish the existing second floor addition and construct a new rear deck and wheelchair lift. The subject property is improved with a two-story single-family home with a rear accessory two-car garage. The property was originally constructed as a one-and-a-half story building but was improved with a 2nd floor addition in 2016. The Applicant purchased the property in 2023 and sought to expand the existing deck to the second floor and construct a wheelchair lift. During the permit review process, their permit application was denied for a lack of permitting history for the existing 2nd floor addition. The Applicant simply seeks to bring the subject property into compliance with the zoning ordinance. The use will remain unchanged, and no commercial space will be provided.

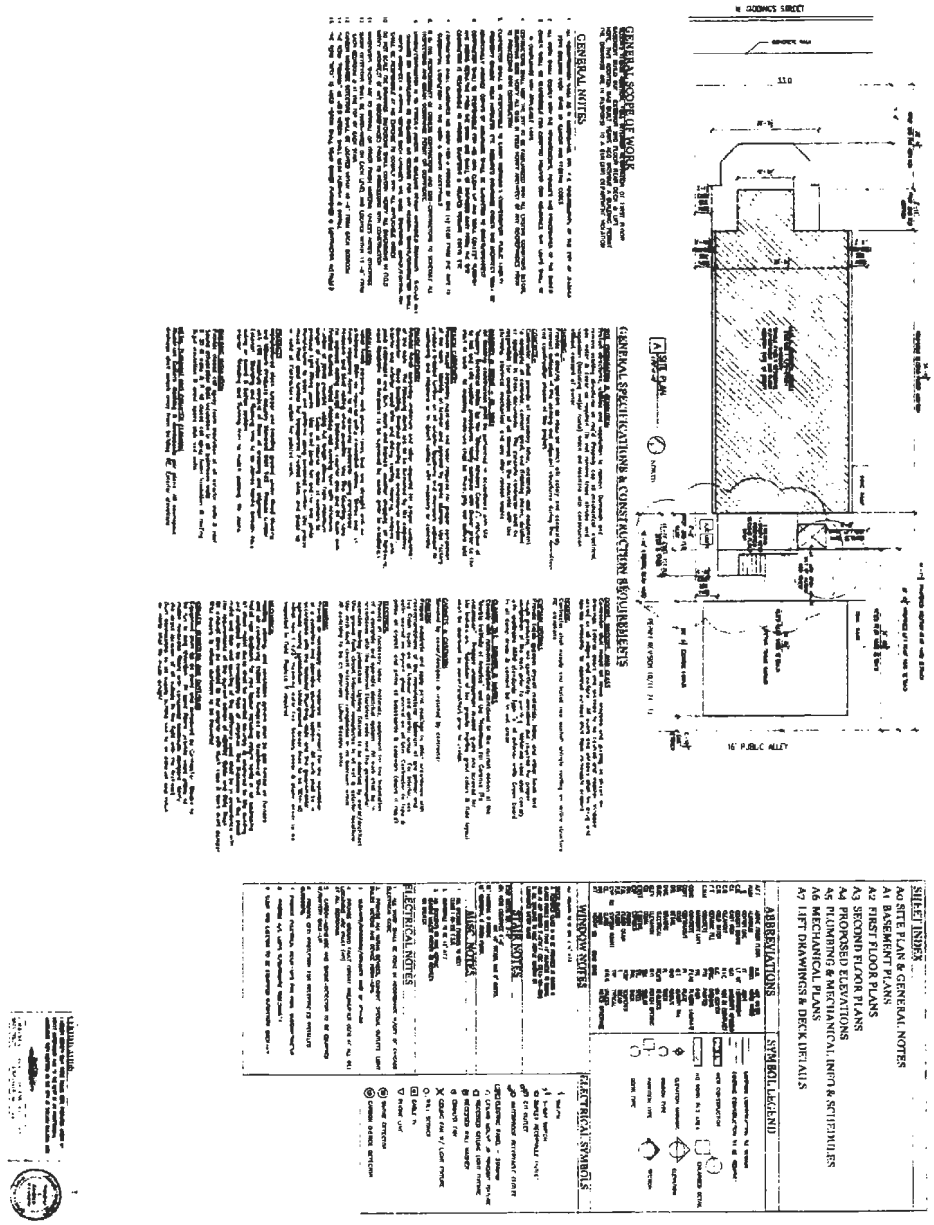
Pursuant to Section 17-13-0303-D, the Applicant seeks an administration adjustment to reduce the following rear yard open space standards: (1) to reduce the required minimum rear yard open space from 267.33 square feet to 0 square feet under Section 17-13-1003-K; and a variation to reduce the required rear setback from 34.9 feet to 30 feet under Section 17-13-1101-B.

**Project Bulk and Density**

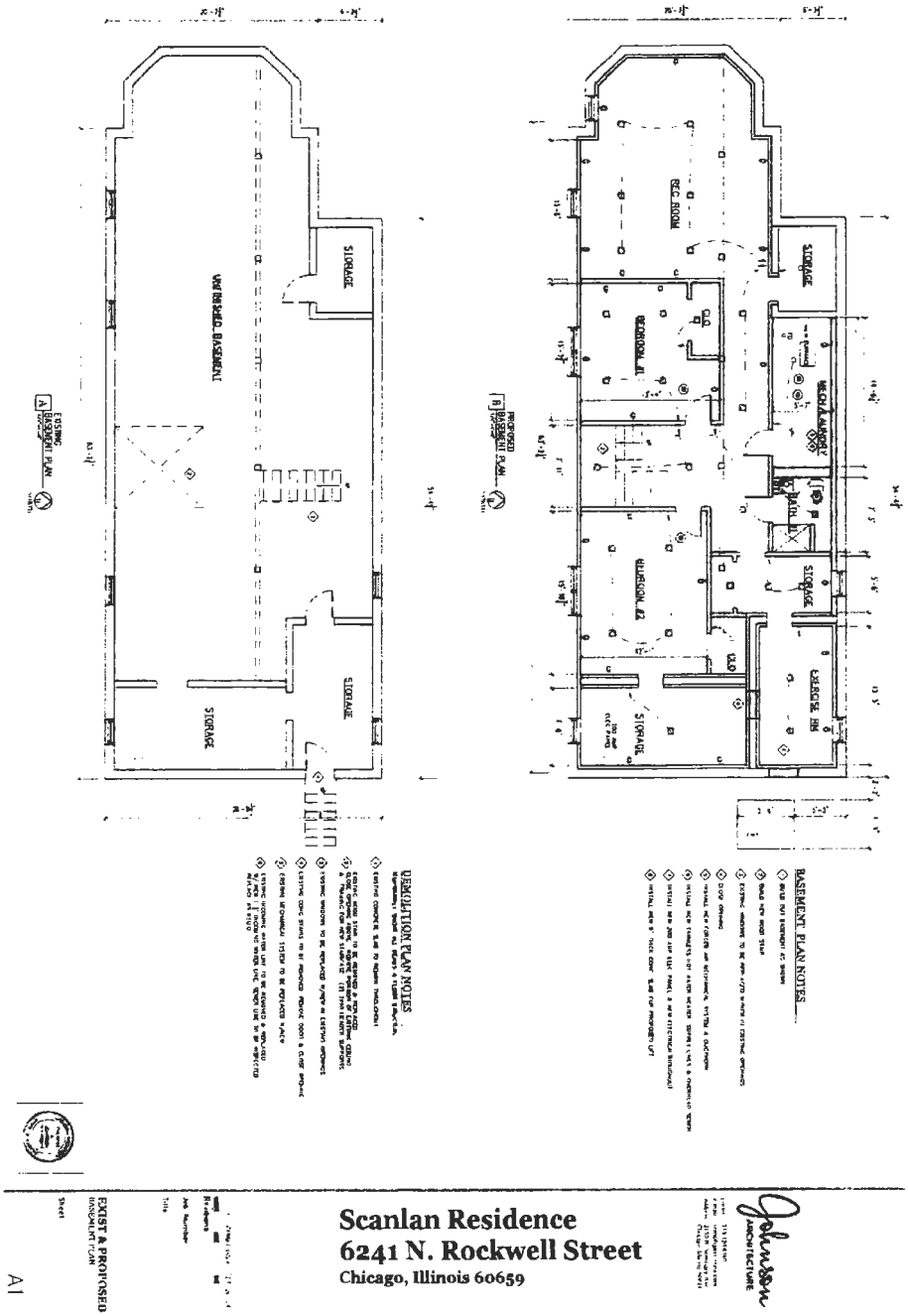
| | |
|---|---|
| Lot Area | 4,112.79 SF |
| Density MLA (Lot area per unit) | 1 DU (SFH) |
| Off Street Parking | 2 spaces |
| Loading Space | 0 spaces |
| Front Setback | 11.6 feet |
| Rear Setback | 30 feet* |
| Side Setback (North) | 3.66 feet |
| Side Setback (South) | 3.08 feet |
| Rear Yard Open Space | 0** |
| Building SF | 3,242.27 SF |
| FAR | 0.79 |
| Building Height | 25 feet 6 inches |

* Pursuant to 17-13-0303-D, the Applicant seeks to reduce the required minimum rear yard open space from 267.33 square feet to 0 square feet under Section 17-13-1003-K.
** Pursuant to 17-13-0303-D, the Applicant to reduce the required rear setback from 34.9 feet to 30 feet under Section 17-13-1101-B.

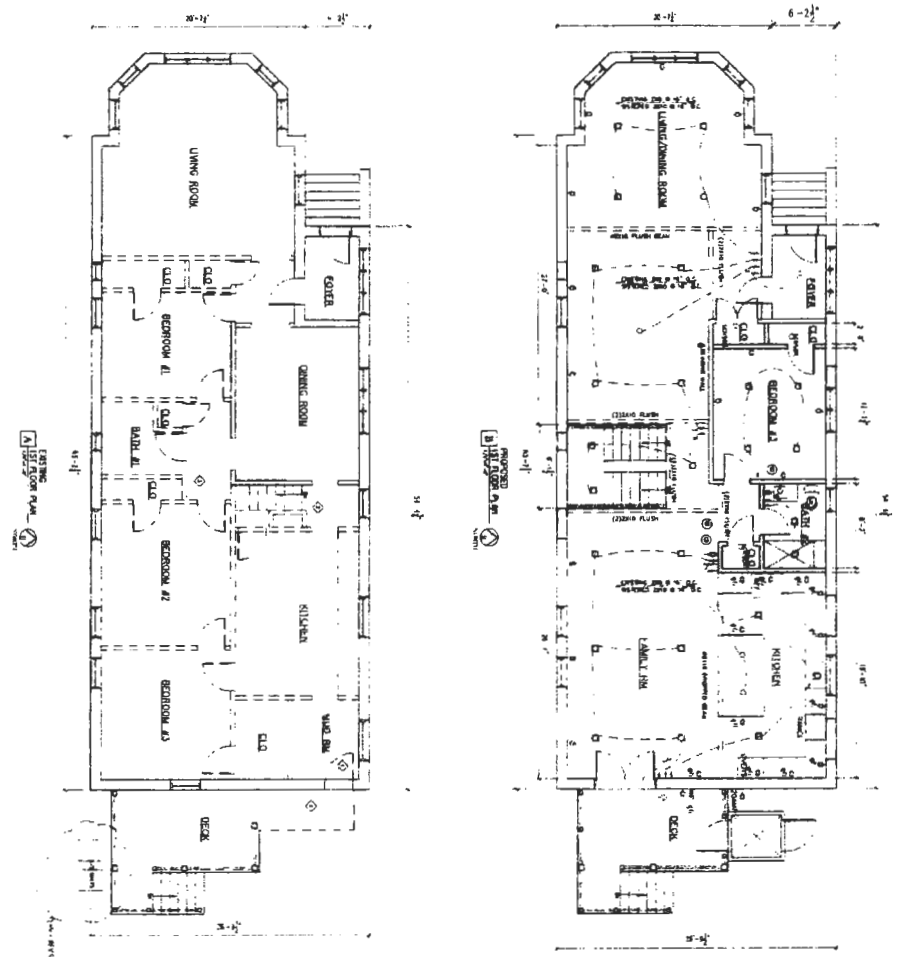
Final for Publication



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DEMOLITION PLAN NOTES

FIRST FLOOR PLAN NOTES

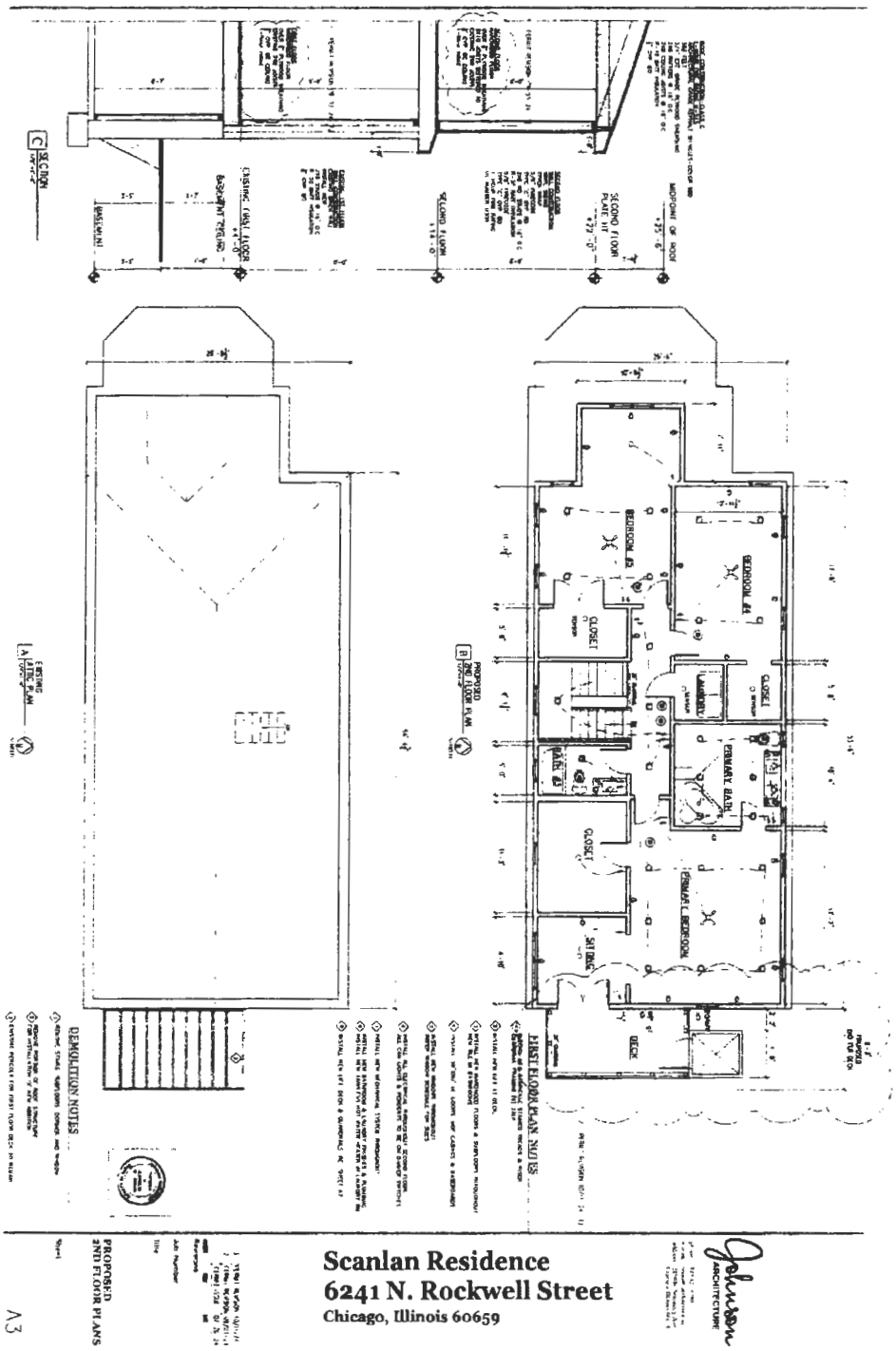
**Scanlan Residence**
**6241 N. Rockwell Street**
Chicago, Illinois 60659

Johnson Architecture

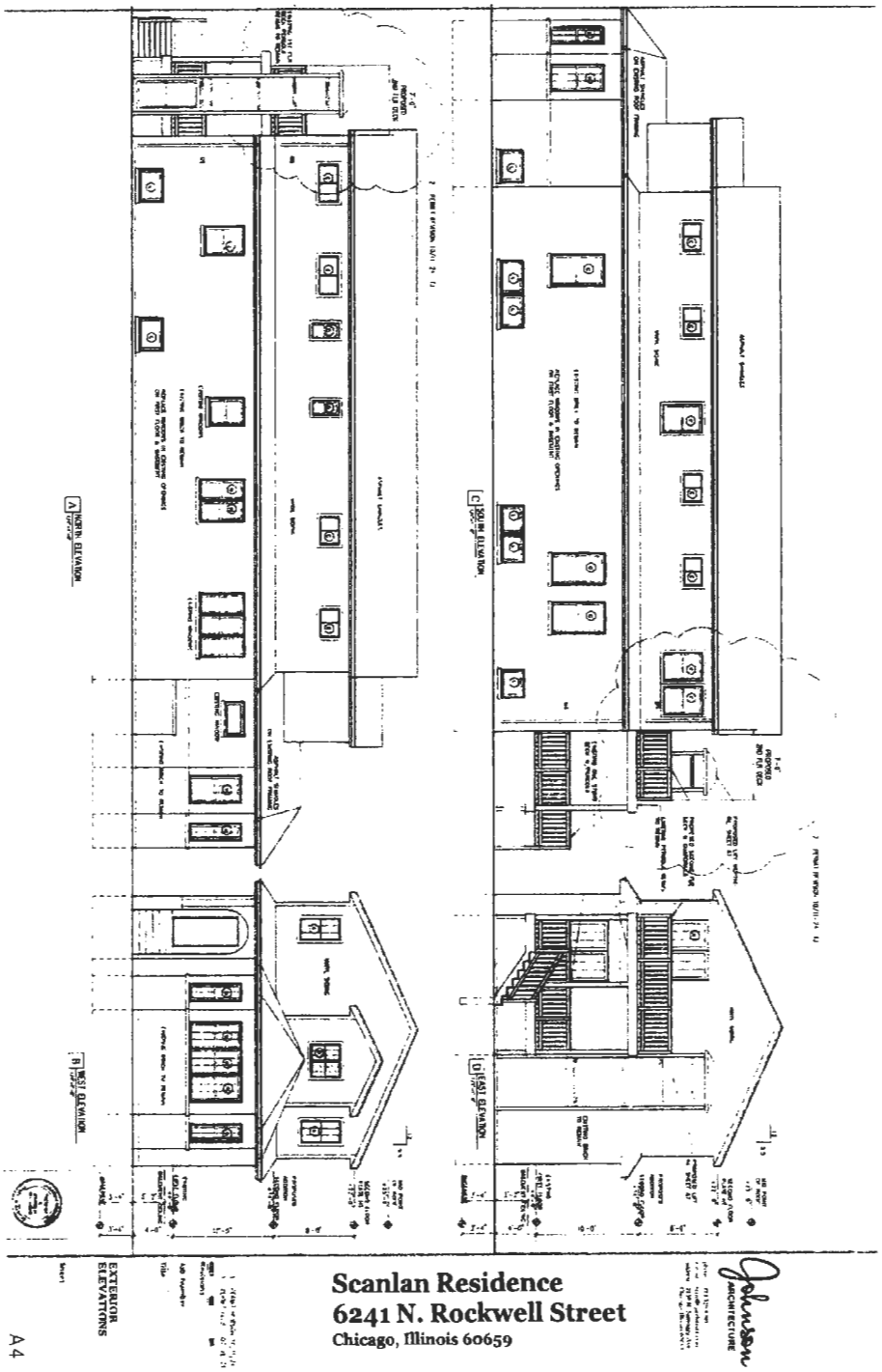
EXIST & PROPOSED 1ST FLOOR PLANS

A2

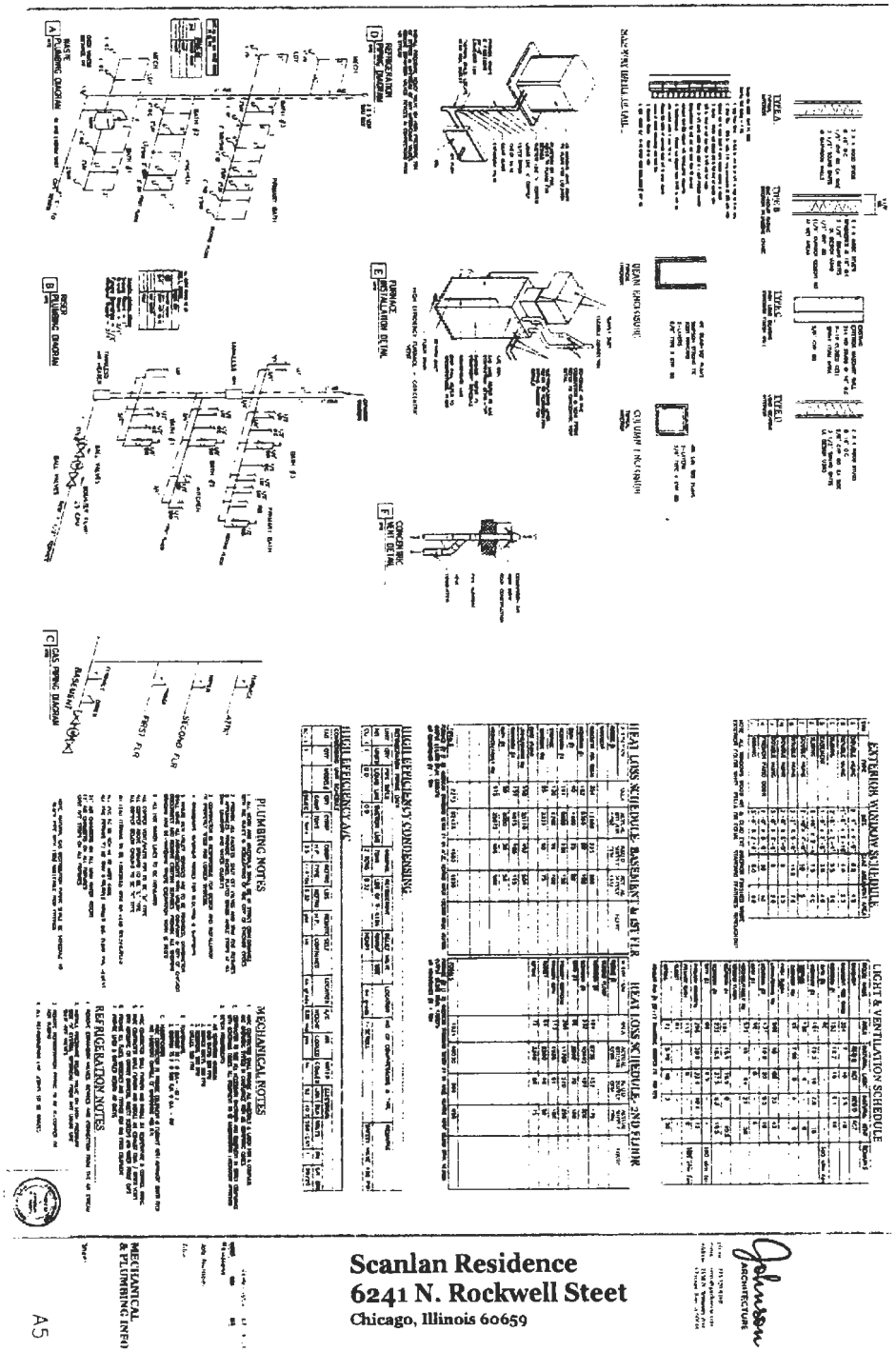
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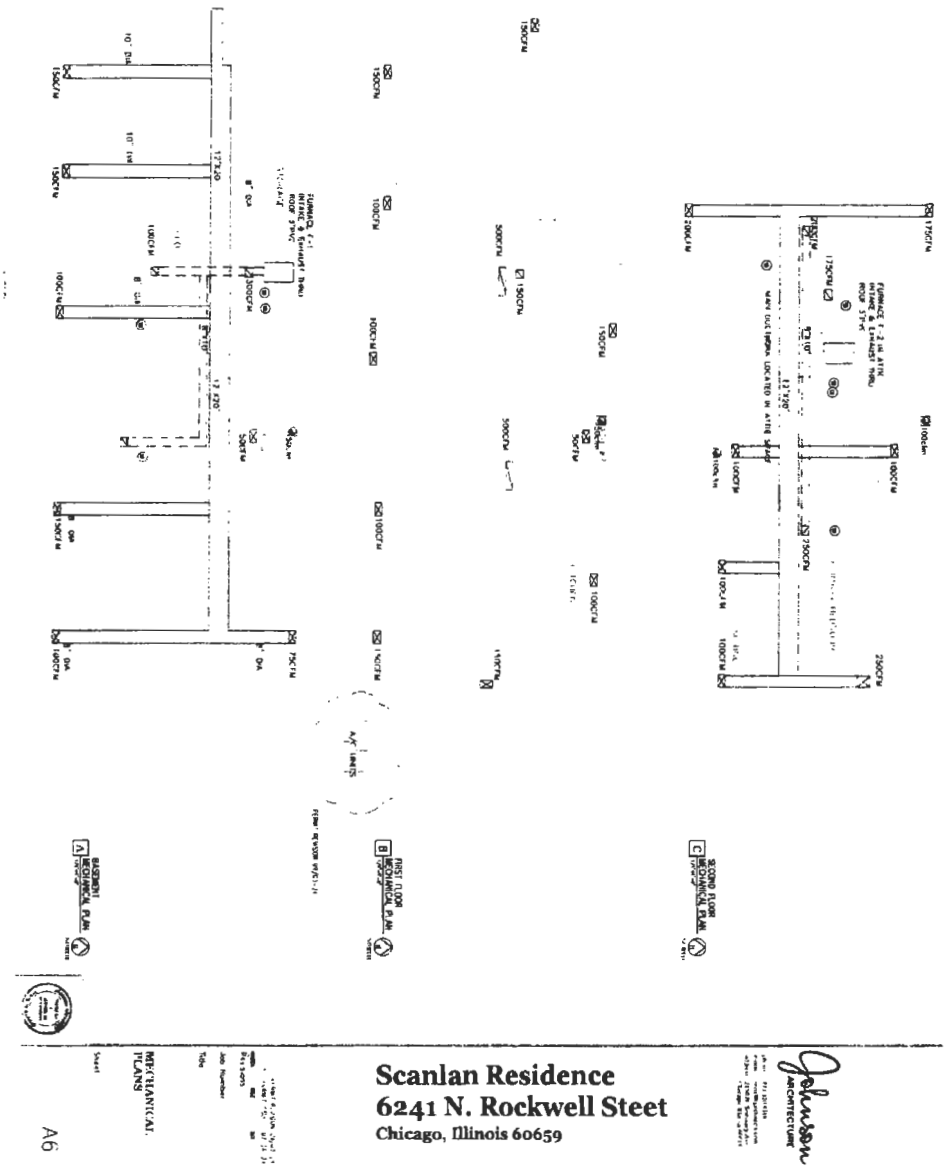
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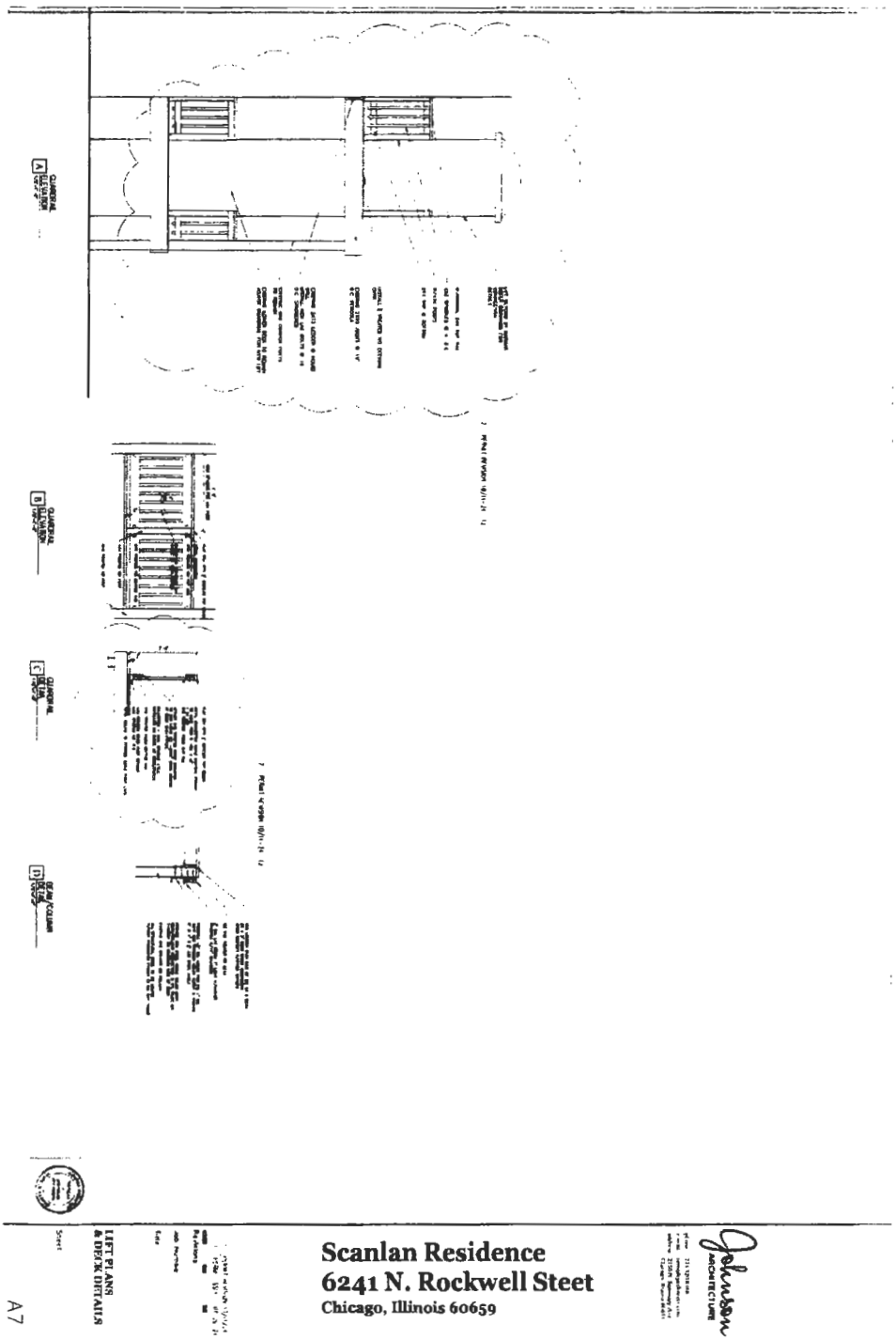
Final for Publication



Final for Publication



Final for Publication



Scanlan Residence
6241 N. Rockwell Steet
Chicago, Illinois 60659

Johnson Architecture

FLOOR PLANS & DECK DETAILS

A7

*Reclassification Of Area Shown On Map No. 5-J.*
(Application No. 22747T1)
(Common Address: 3340 -- 3350 W. North Ave.)

[O2025-0017379]

*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 M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 5-J in the area bounded by:

West North Avenue; a line 131 feet .05 inches east of North Kimball Avenue; the first alley north of West North Avenue; and a line 274 feet .05 inches east of North Kimball Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plans; Landscape Plan; Landscape Details; Landscape Notes; North Building Elevation -- Drive Through; South Building Elevation -- North Avenue; East Building Elevation and West Building Elevation and Equipment Plan attached to this ordinance printed on pages 29918 through 29925 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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**Project Narrative**
**3340-50 West North Avenue**

a) Proposed land use
   a. The eastern lot will be redeveloped into a single-story, 3,776 sq. ft. building to be constructed into a Dunkin Donuts/Baskin Robins with a drive-through.

b) Floor area ratio
   .20

c) Density (lot area per dwelling)
   a. There are no dwellings on the property

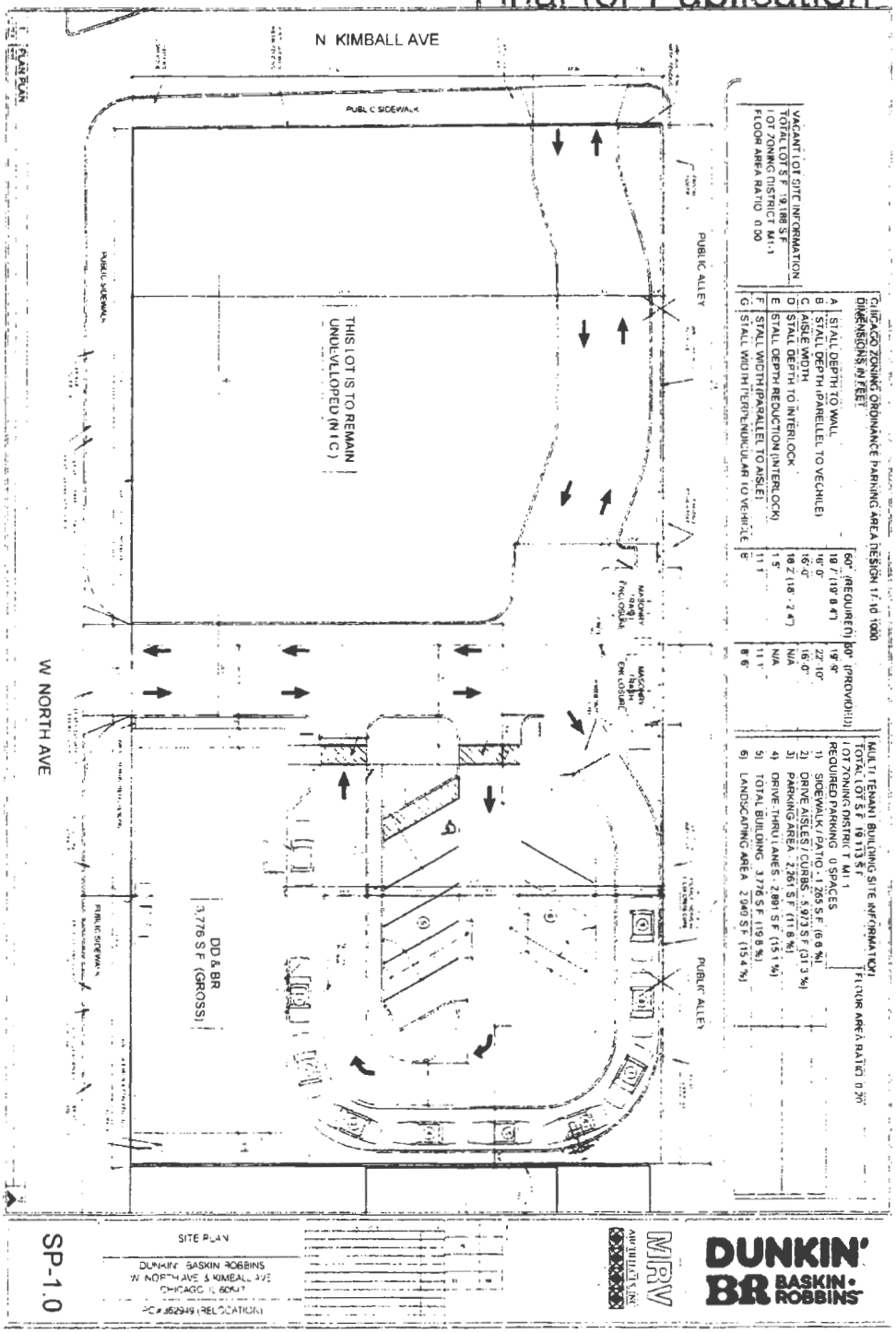
d) Off-street parking
   a. 11 parking spaces in total, with one being accessible

e) Setbacks

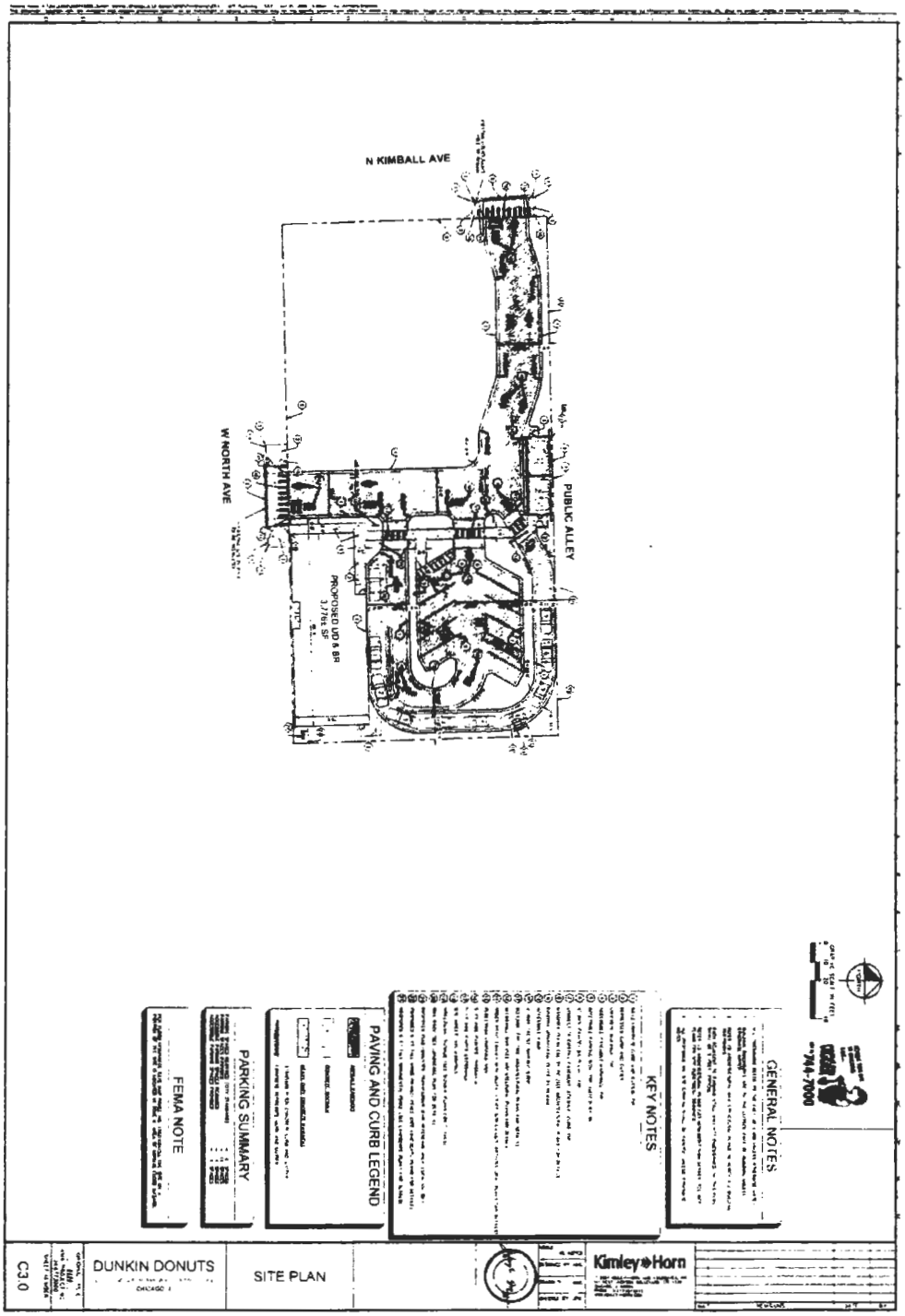
| | Required | Provided |
|---|---|---|
| Side Yard | "0'-0" in (B and C districts) | 8'-2 ½" |
| Front Yard | "0'-0" (5'-0" maximum allowed) | 1'-0" (to allow for footings and foundations) |
| Rear Yard | 30'-0" | 99'-6" |

f) Building heights
   a. 19' tall

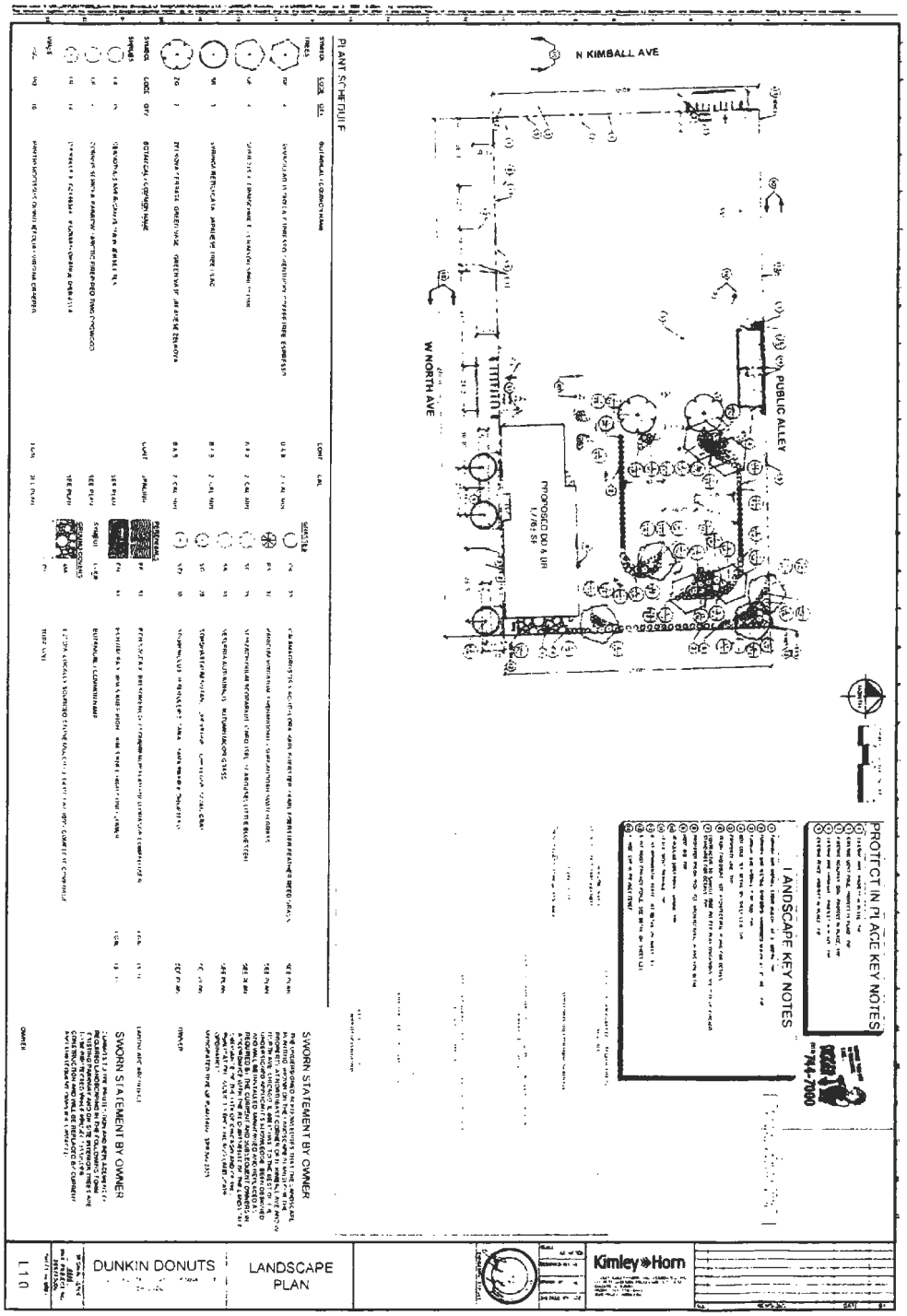
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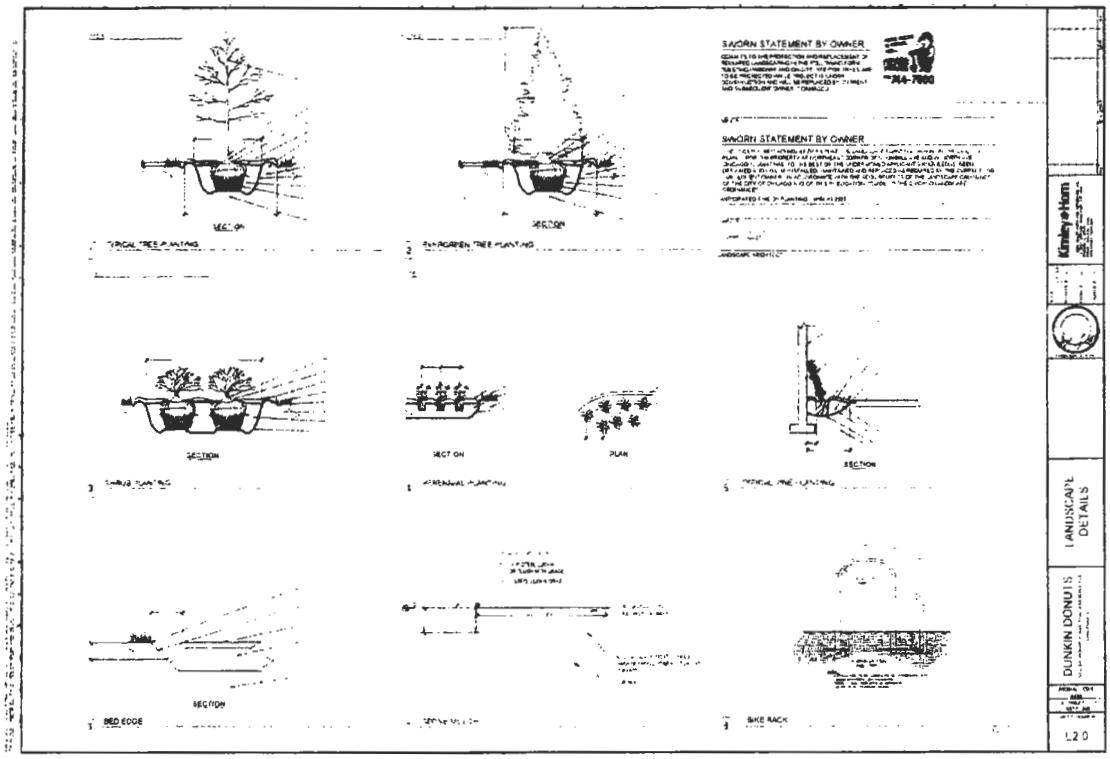
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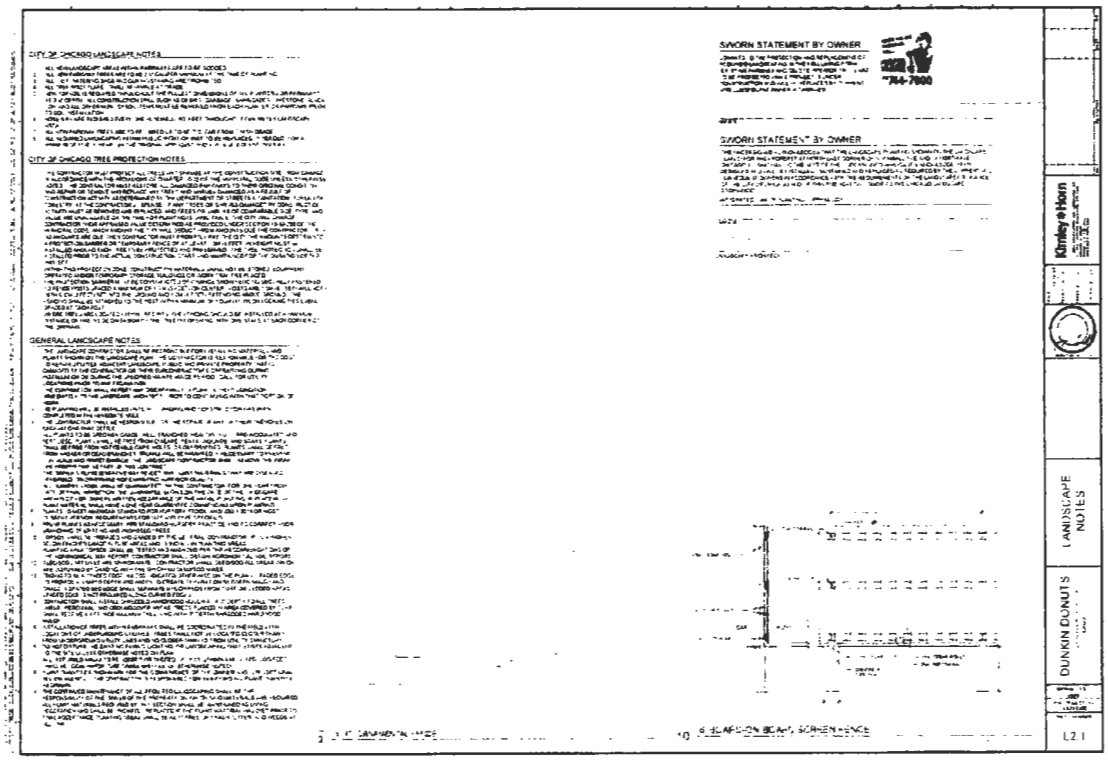
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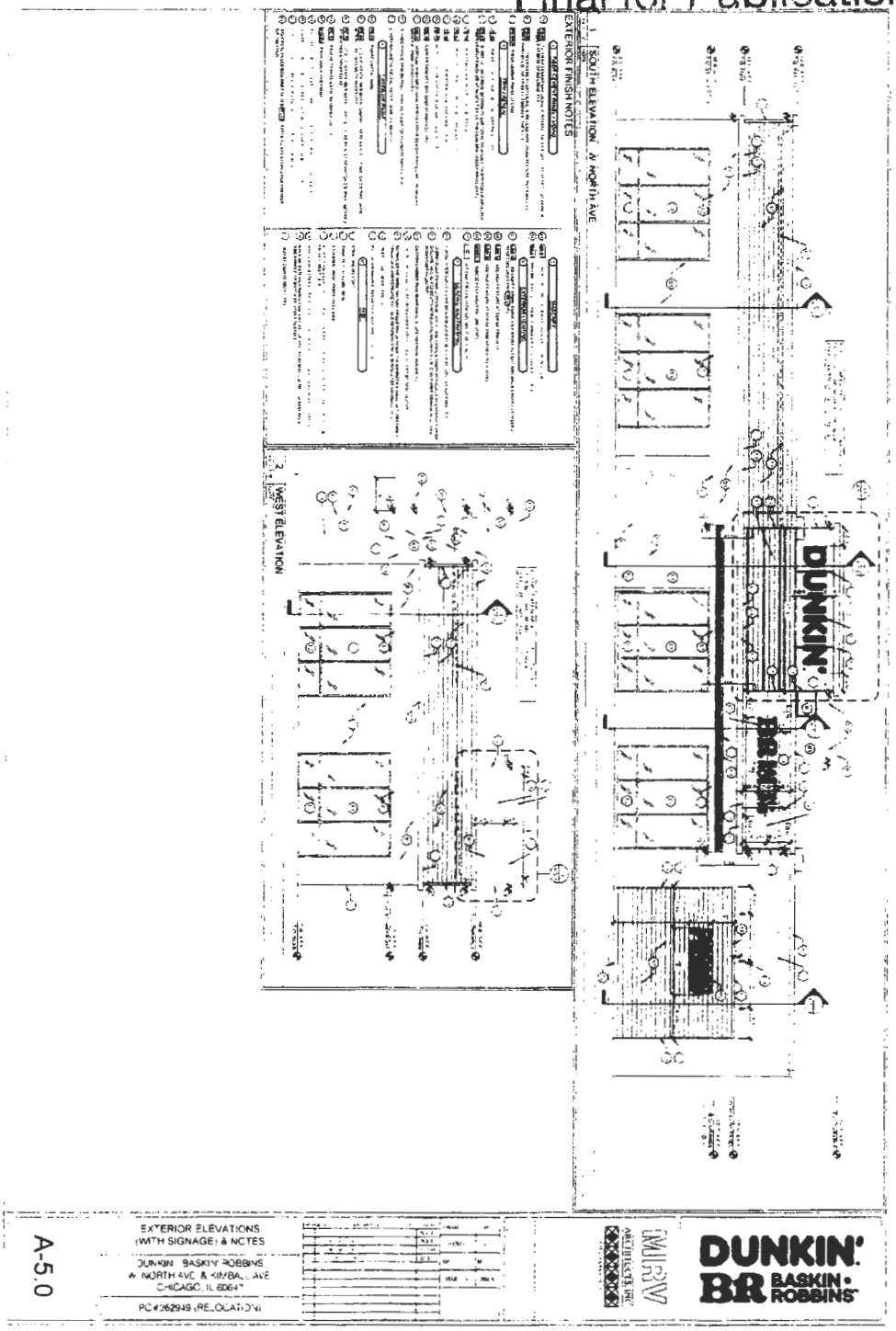
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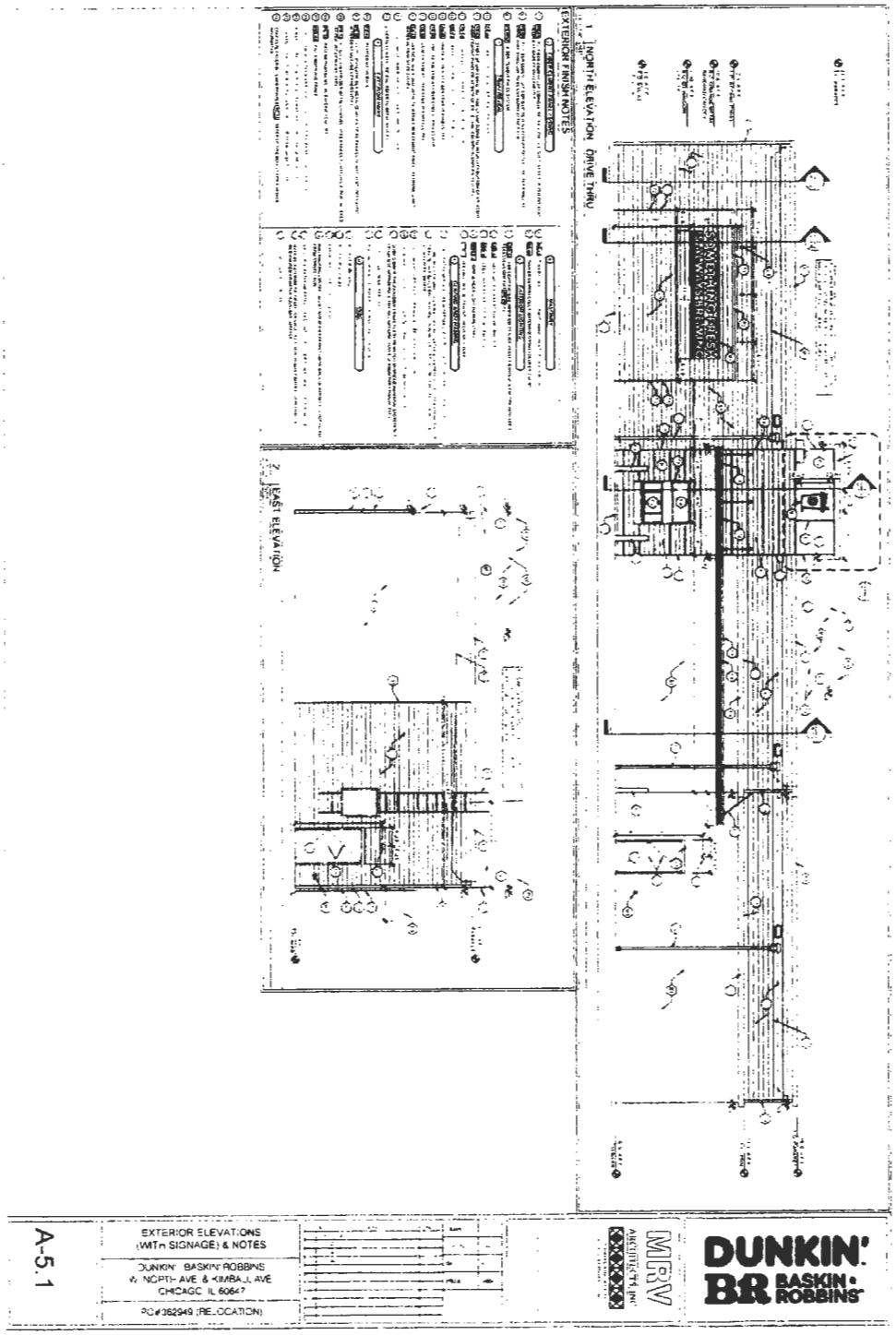
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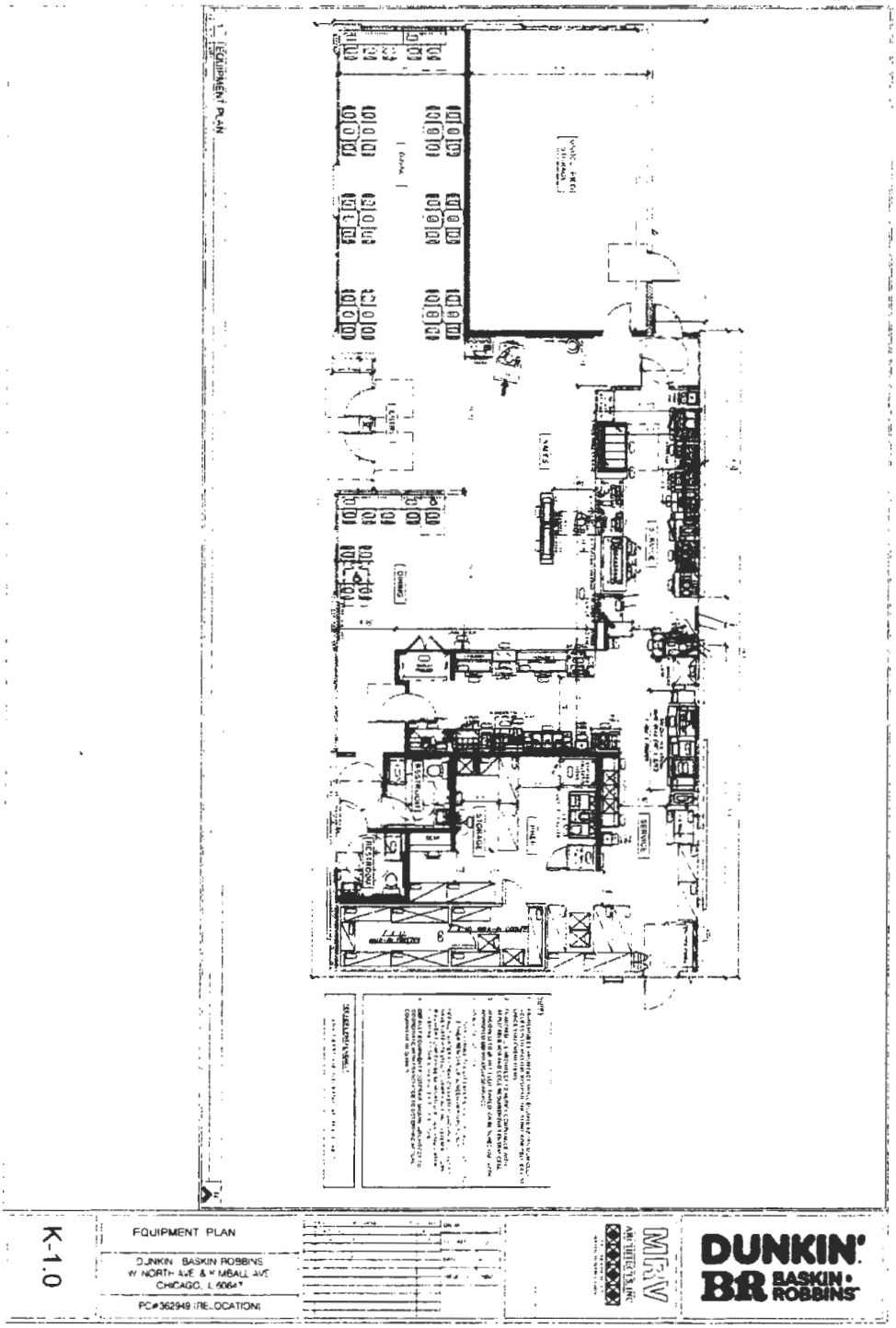
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Final for Publication



Final for Publication



*Reclassification Of Area Shown On Map No. 7-H.*
(As Amended)
(Application No. 22733T1)
(Common Address: 3026 N. Clybourn Ave.)

[SO2025-0016669]

*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 C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 7-H in the area bounded by:

a line 320.20 feet north of West Wellington Avenue, as measured along the southwesterly line of North Clybourn Avenue; North Clybourn Avenue; a line 292.20 feet north of West Wellington Avenue, as measured along the southwesterly line of North Clybourn Avenue; and the public alley next southwest of and parallel to North Clybourn 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.

[Site Plans; Roof Plan; Ground Floor Plan; Second Floor Unit Plan; Second and Third Floor Plans; and North, South ,East and West Building Elevations attached to this ordinance printed on pages 29928 through 29933 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**SUBSTITUTE NARRATIVE AND PLANS**
TYPE I Rezoning Attachment
3026 North Clybourn Street
From C1-2 to a B2-2

22733T1

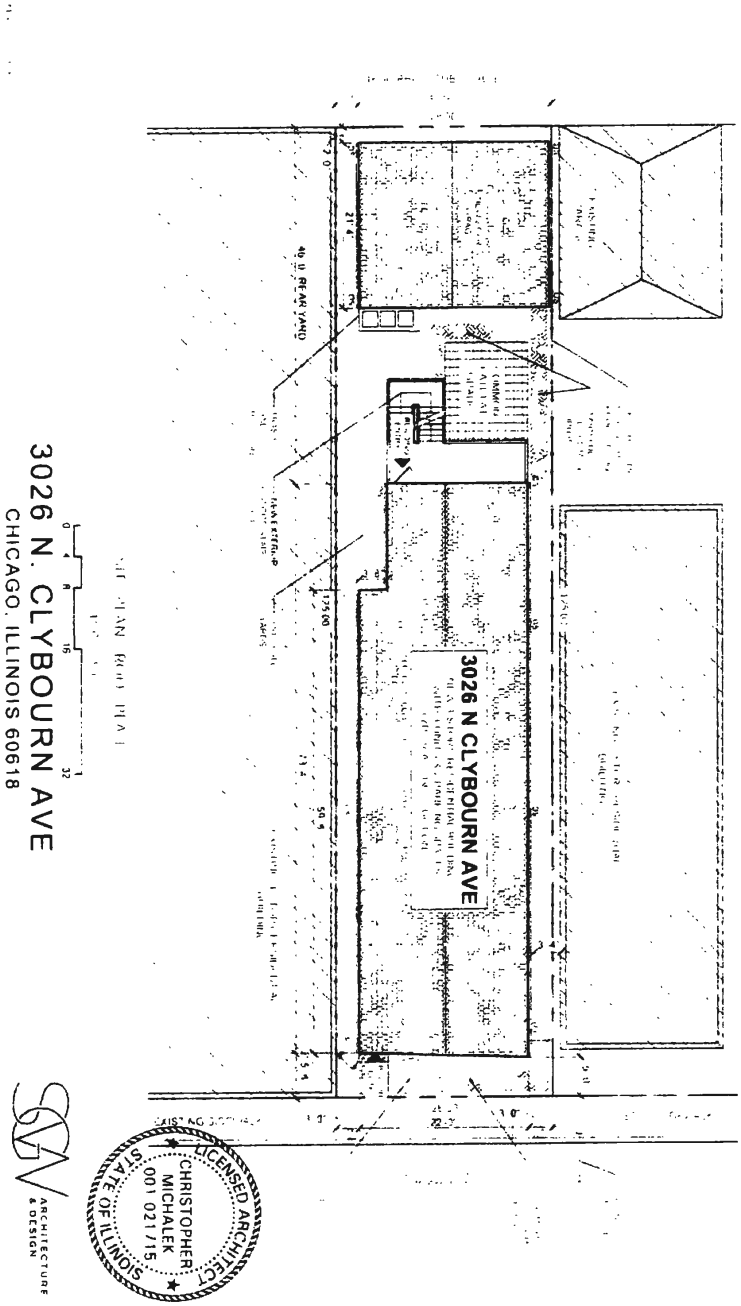
**The Property**
The subject property is improved with a two-and-a-half-story detached residence with two dwelling units, a basement, and a detached rear-yard garage. The subject property is located on a block improved with buildings of various heights that contain residential, commercial, and mixed uses—which consist of ground floor commercial space with residential uses above. The subject property is in a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance as it is located within 1,320 feet from the Western Avenue CTA Bus Line Corridor Roadway Segment (49, X 49, 49B).

**The Project**
The Applicant seeks to rezone the property to construct a three-story, three-unit residential building, a two-car garage, and three bicycle spaces. The height of the building will be thirty-eight feet. To allow the proposed development, the Applicant seeks a change in zoning classification for the subject property from a C1-2 Neighborhood Commercial District to a B2-2 Neighborhood Mixed-Use District. The Applicant is filing a Type 1 rezoning application and is seeking an administrative adjustment under 17-13-1003-EE to decrease the number of automobile parking spaces to two spaces.

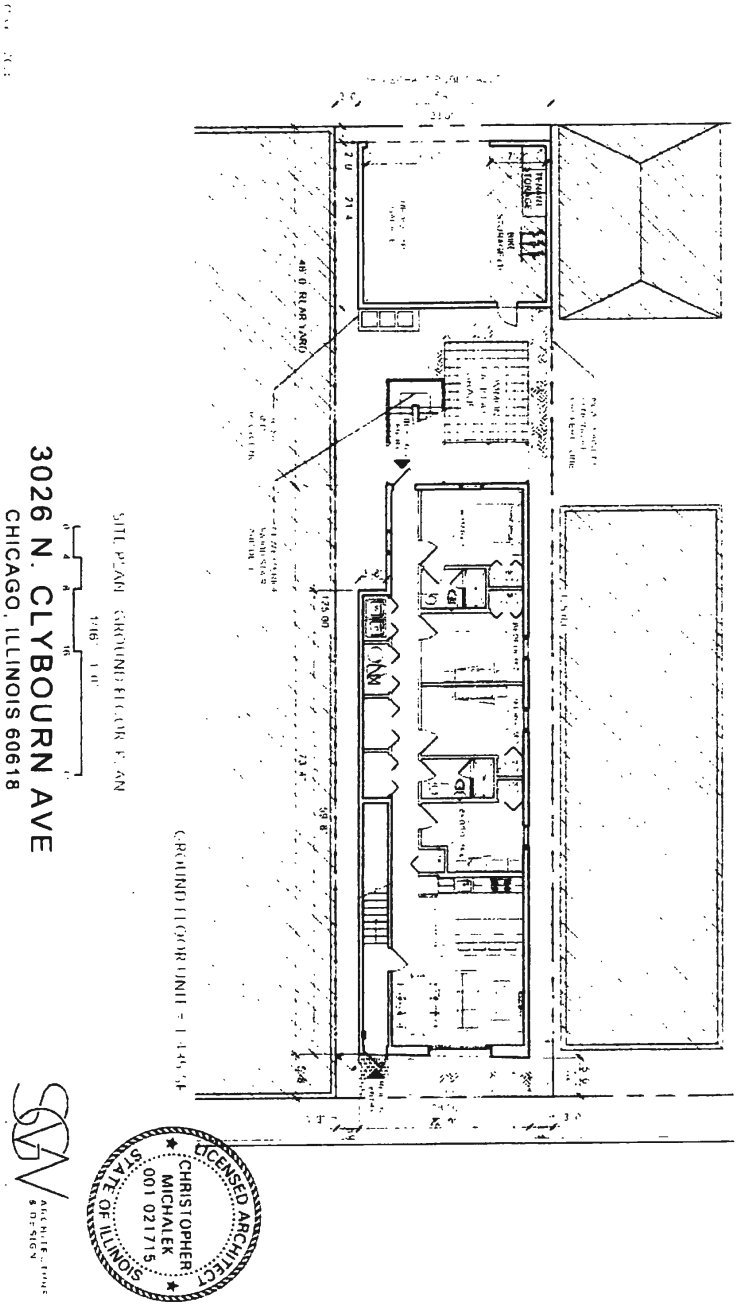
The following are the relevant zoning parameters for the proposed project:

| | | |
|---|---|---|
| Lot Area: | | 3,500 square feet |
| Floor Area: | | 6,300 square feet |
| Maximum FAR: | | 1.8 |
| Residential Dwelling Units: | | 3 |
| MLA Density: | | 1,166.67 square feet |
| Height: | | 38 feet |
| Automobile Parking: | | 2 |
| Bicycle Parking: | | 3 |
| Setbacks: | Front (North Clybourn): | 5.0 feet |
| | South Side: | 3.0 feet |
| | North Side: | 3.0 feet |
| | Rear (Alley): | 46.0 feet |

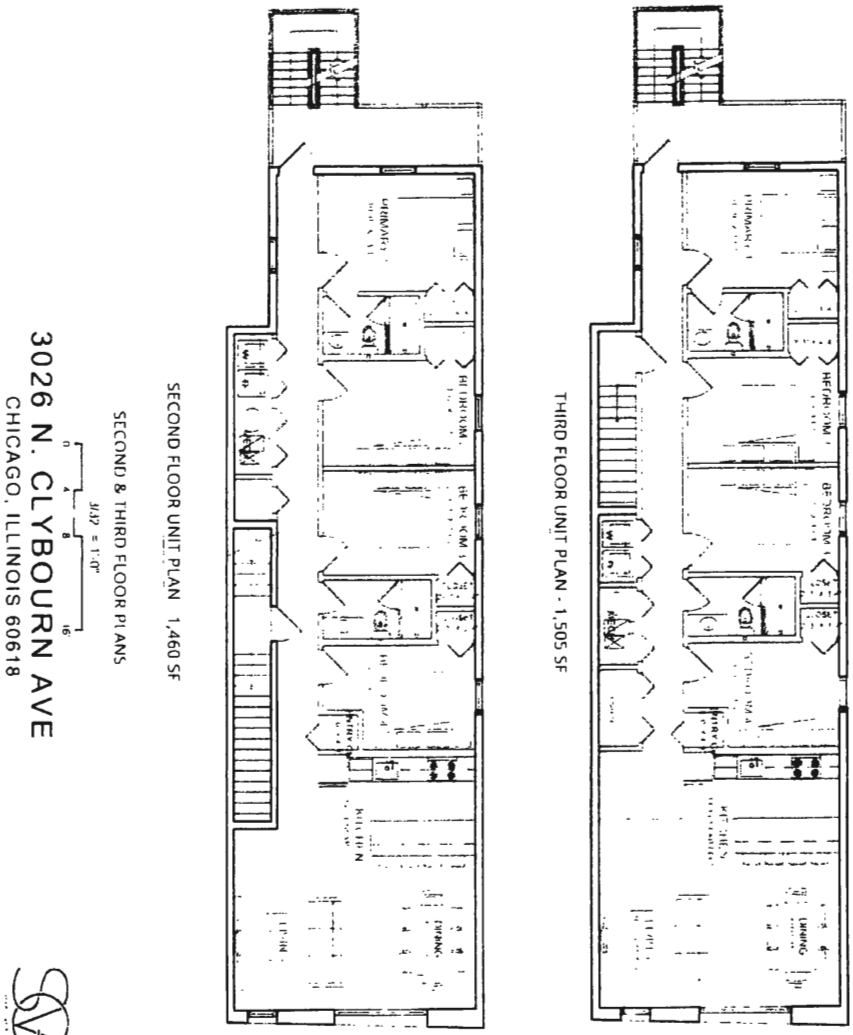
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Final for Publication



Final for Publication



THIRD FLOOR UNIT PLAN - 1,505 SF

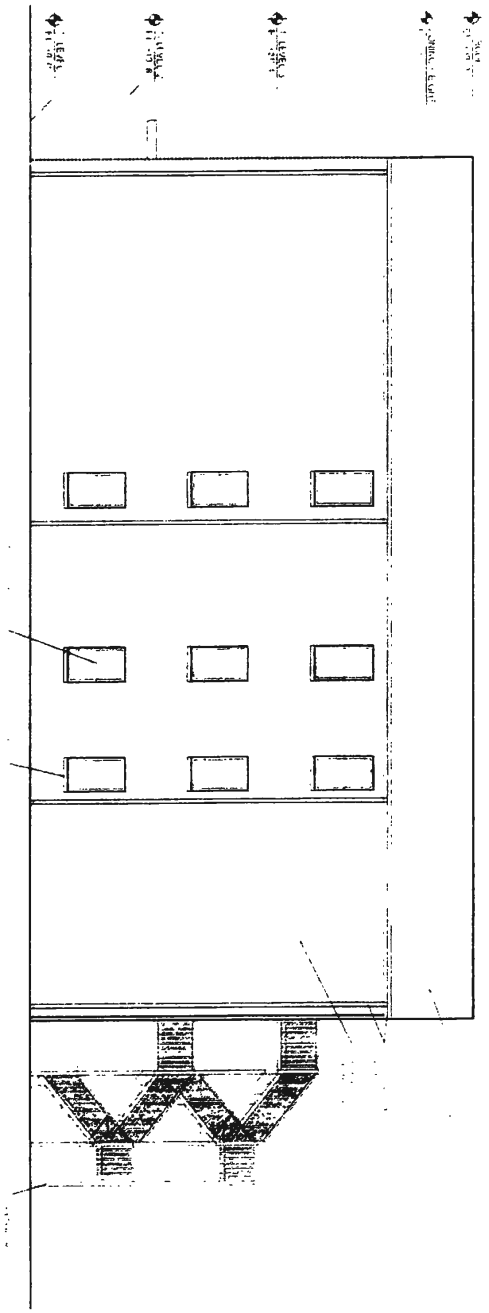
SECOND FLOOR UNIT PLAN 1,460 SF

SECOND & THIRD FLOOR PLANS

3026 N. CLYBOURN AVE

CHICAGO, ILLINOIS 60618

Final for Publication



NORTH ELEVATION

3/32" = 1'-0"

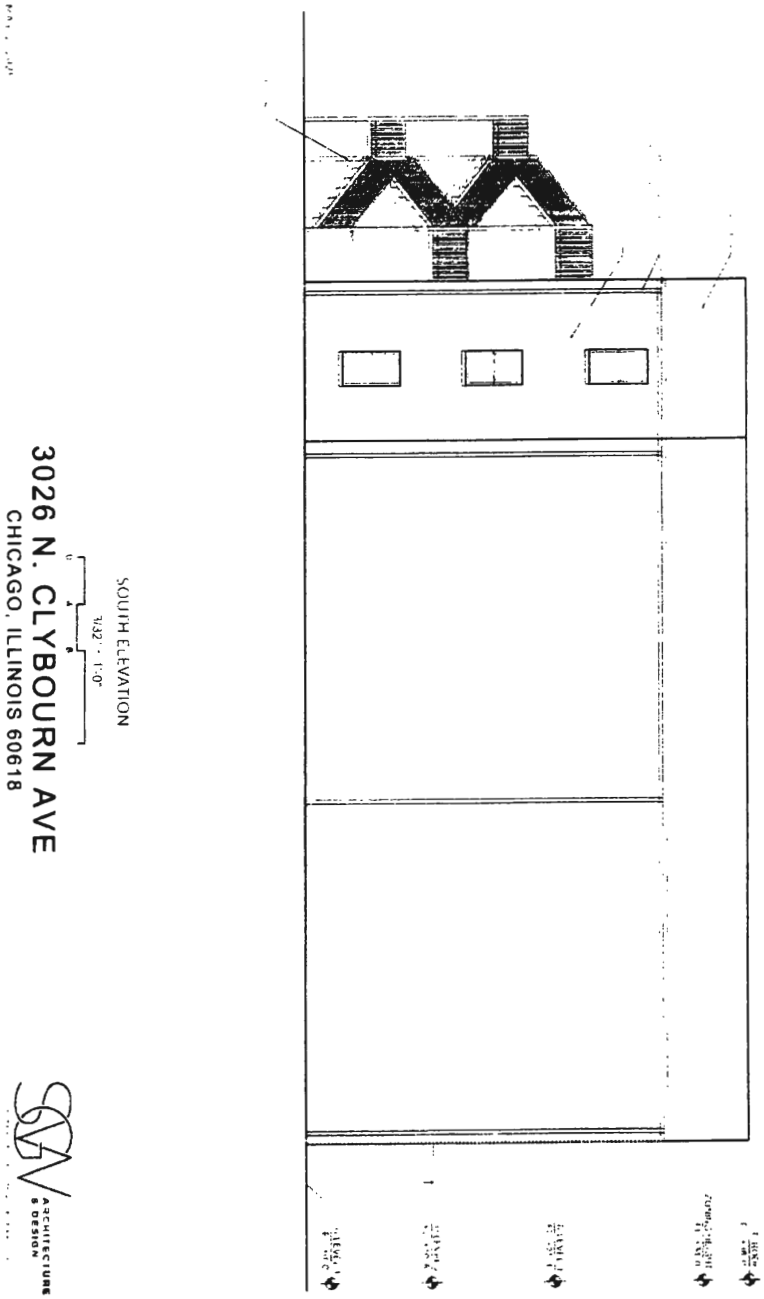
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3026 N. CLYBOURN AVE

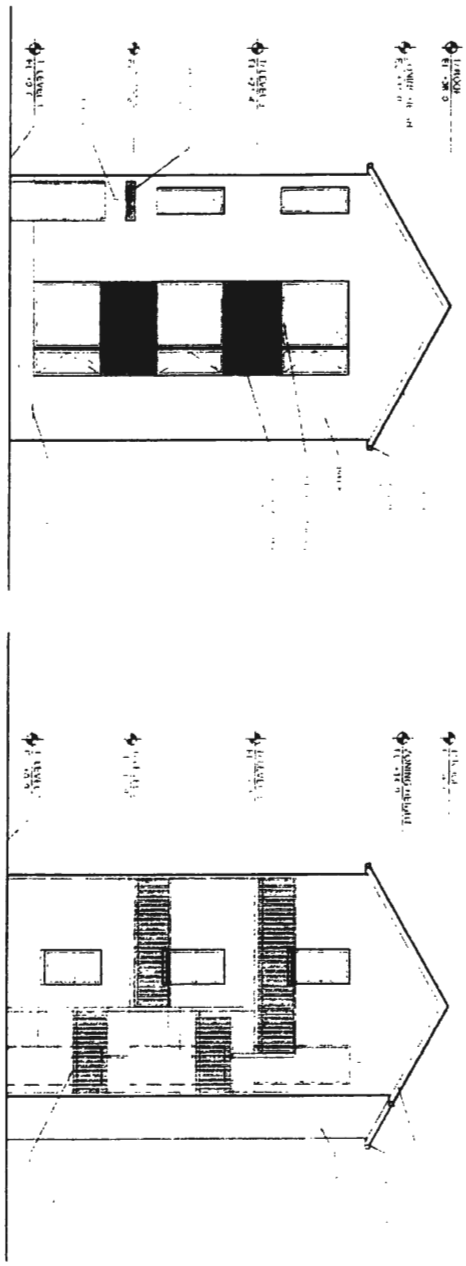
CHICAGO, ILLINOIS 60618

ARCHITECTURE & DESIGN

Final for Publication



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ELEVATIONS

3026 N. CLYBOURN AVE

CHICAGO, ILLINOIS 60618

MAY 2, 2025

*Reclassification Of Area Shown On Map No. 7-J.*
(Application No. 22682T1)
(Common Address: 3000 -- 3010 N. Elbridge Ave.)

[O2025-0015551]

*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 and RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 7-J in the area bounded by:

the alley next north of and parallel to North Elbridge Avenue; a diagonal line traveling in a southeasterly direction from a point 71.2 feet east of and parallel to North Central Park Avenue and 125 feet north of and parallel to North Elbridge Avenue to a point 75 feet east of and parallel to North Central Park Avenue and 116.7 feet north of and parallel to North Elbridge Avenue; a line 75 feet east of and parallel to North Central Park Avenue; a diagonal line traveling southeasterly from a point 75 feet east of and parallel to North Central Park Avenue and 84.3 feet north of and parallel to North Elbridge Avenue through a point 350 feet southwest of and parallel to the north right-of-way line of the intersection of North Elbridge Avenue and North Drake Avenue; North Elbridge Avenue; and North Central Park Avenue,

to those of a B3-2 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Site Plan and North, South, East and West Building Elevations attached to this ordinance printed on pages 29937 through 29941 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

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Narrative and Plans

Type I Zoning Narrative for
3000-3010 N. Elbridge
B3-2 and RS3 to B3-2

A. The applicant proposes to rezone the subject property from B3-2 Community Shopping-Use District and RS3 Residential Single-Unit (Detached House) District B3-2 Community Shopping District. A portion of the subject property (3000 N. Elbridge) is the site of the existing Puerto Rican Arts Alliance ("PRAA") building. The reminder of the site are previously occupied residential buildings. The purpose of the amendment is to allow the entire subject property to be used by PRAA as a community center PRAA will operate culturally enriching and transforming programs, performances, exhibits and events at the site.

The applicant will seek a special use for the community center subsequent to a successful rezoning.

The subject property is a Transit Serviced Location based on proximity to Milwaukee Avenue (approximately 125 feet) and the Belmont Blue line station (approximately 1747 feet).

In accordance with Section 17-3-0308, 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. The proposed project satisfies such criteria as noted below:

1. The project complies with the applicable standards of Section 17-10-0102-B.
    - This criterion is met because the subject property is a Transit-Served Location as noted above.

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, pertaining to pedestrian streets and pedestrian retail streets, even if the project is not located along a pedestrian street or a pedestrian retail street.
    - This criterion is met. 24th Boulevard is not a pedestrian street and the proposed land use is in a non-commercial use group, therefore, paragraph H does not apply.
    - Paragraph B is met by the variation requested with this application.
    - Paragraph C is met.
    - Paragraph D is met because the primary entrance is on Elbridge Street.
    - Paragraph E is not applicable.
    - Paragraph F is met with the parking to the rear of the proposed building
    - Paragraph G is met because vehicle access comes from the alley.
    - Paragraphs I and J are not applicable.

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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.

- The Guide defines "Transit Friendly Development" as "Development which is oriented towards and integrated with adjacent transit. The development incorporates accessibility and connectivity and is a multiuse mix of dense development that generates significant levels of transit riders." The proposed development is integrated with adjacent transit and benefit from proximity to transit.

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.

- This standard is met.

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.

- The project will comply with these standards.

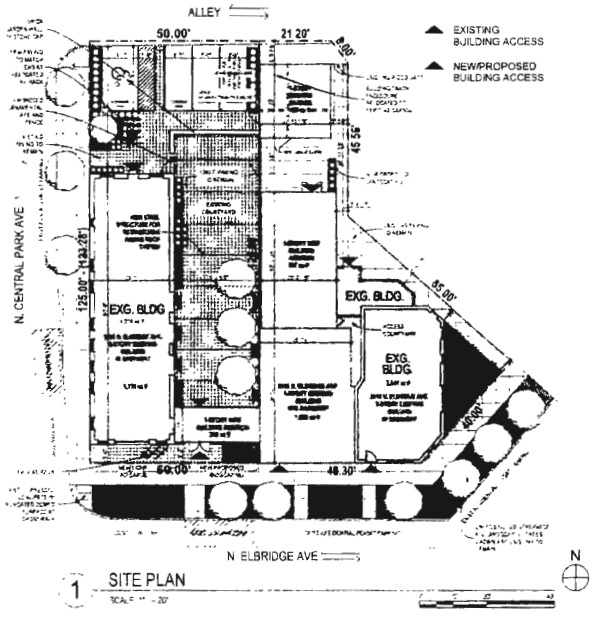
The applicant is seeking the following relief: (i) a variation in accordance with Section 17-13-0303-D to reduce parking from thirteen (13) to four (4) in accordance with Sections 17-10-0207-Q, 17-10-0102-B

| | |
|---|---|
| B. Lot Area | 11,269 square feet |
| C. FAR | 2.2 |
| D Number of Dwelling Units | 1 dwelling unit |
| E. Building Height | Not to exceed 32'-0" |
| F. Front setback** | 7' |
| G. Side setbacks | 0' – west<br>0' – east |
| H. Rear Setback | 4' |
| I Parking* | 4 parking spaces |

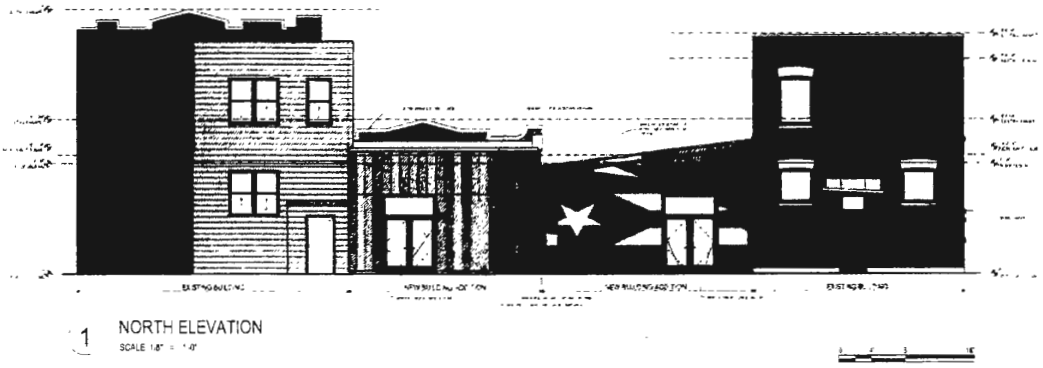
* as per Type I Section 17-13-0303-D, a variation to reduce parking from thirteen (13) to four (4) in accordance with Sections 17-10-0207-Q, 17-10-0102-B.

** as per Type I Section 17-13-0303-D, a variation to the Building Location standards of Section 17-3-0504-B in accordance with Sections 17-13-1101-A and 17-13-1003-P.

Final for Publication



Final for Publication

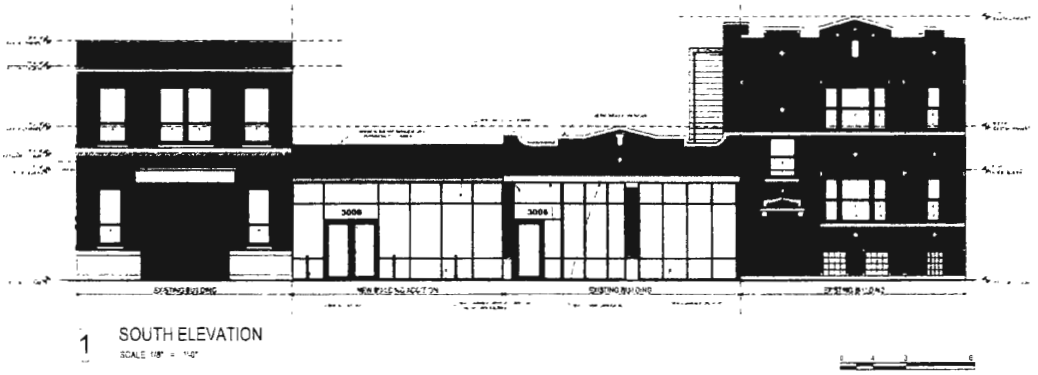


1 NORTH ELEVATION

NORTH ELEVATION

Puerto Rican Arts Alliance
PUERTO RICAN ARTS ALLIANCE
7/17/2024

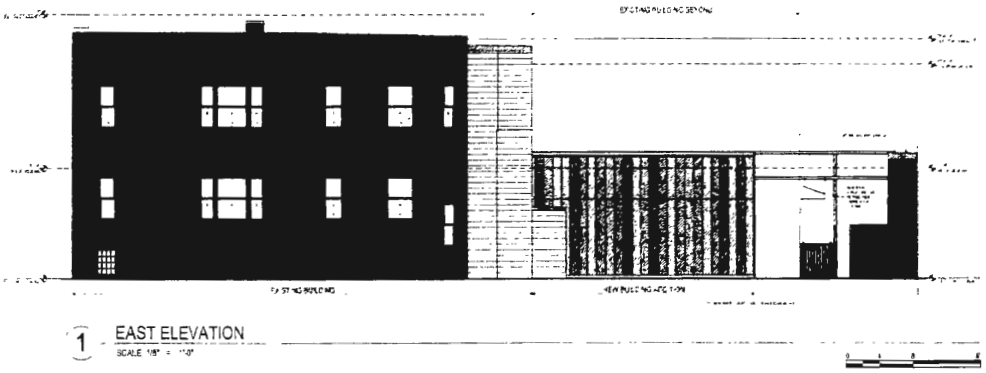
Final for Publication




SOUTH ELEVATION

Puerto Rican Arts Alliance
PUERTO RICAN ARTS ALLIANCE
7/17/2024

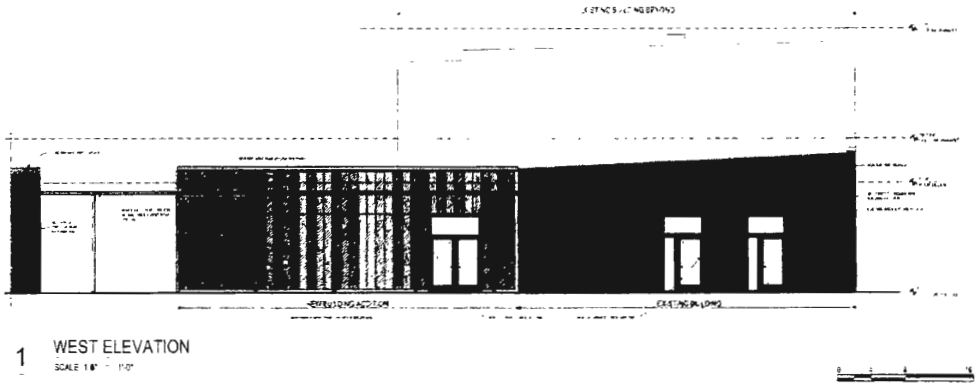
Final for Publication




EAST ELEVATION

Puerto Rican Arts Alliance
PUERTO RICAN ARTS ALLIANCE
7/17/2024

Final for Publication



1 WEST ELEVATION
SCALE 1/8" = 1'-0"

WEST ELEVATION

Puerto Rican Arts Alliance
PUERTO RICAN ARTS ALLIANCE
7/17/2024

*Reclassification Of Area Shown On Map No. 7-K.*
(Application No. 22752)
(Common Address: 4411 W. Diversey Ave.)

[O2025-0017407]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the C1-1 Neighborhood Commercial District symbols and indications as shown on Map Number 7-K in the area bounded by:

West Diversey Avenue; North Kostner Avenue; the public alley next south of and parallel to West Diversey Avenue; and a line 175.20 feet west of and parallel to North Kostner Avenue,

to those of an M1-1 Limited Manufacturing/Business Park District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 7-L.*
(Application No. 22759)
(Common Address: 4915 W. Diversey Ave.)

[O2025-0017420]

*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 B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 7-L in the area bounded by:

West Diversey Avenue; a line 150.0 feet west of and parallel to North Lamon Avenue; the public alley next south of and parallel to West Diversey Avenue; and a line 175.0 feet west of and parallel to North Lamon 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. 7-L.*
(Application No. 22743)
(Common Address: 4956 W. Diversey Ave.)

[O2025-0017136]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B1-1 Neighborhood Shopping District symbols and indications on Map Number 7-L in the area bounded by:

the alley next north of and parallel to West Diversey Avenue; a line 54.24 feet east of and parallel to North Lavergne Avenue; West Diversey Avenue; and a line 28.24 feet east of and parallel to North Lavergne Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be effective upon its passage and publication.

---

*Reclassification Of Area Shown On Map No. 7-N.*
(Application No. 22753)
(Common Address: 7026 W. Diversey Ave.)

[O2025-0017408]

*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 7-N in the area bounded by:

the public alley next north of and parallel to West Diversey Avenue; a line 197.10 feet east of and parallel to North Nordica Avenue; West Diversey Avenue; and a line 147.10 feet east of and parallel to North Nordica Avenue,

to those of an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 8-F.*
(Application No. 22774T1)
(Common Address: 3440 S. Parnell Ave.)

[O2025-0017492]

*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 8-F in the area bounded by:

a line 202.4 feet north of and parallel to West 35th Street; South Parnell Avenue; a line 177.10 feet north of and parallel to West 35th Street; and the alley next west of and parallel to South Parnell 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.

[Basement, First, Second and Third Floor Plans; Site Plan; and East and West Building Elevations attached to this ordinance printed on pages 29946 through 29948 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**TYPE-1 NARRATIVE AND PLANS**
FOR THE PROPOSED ZONING CHANGE
AT 3440 S PARNELL AVENUE, CHICAGO, 60616

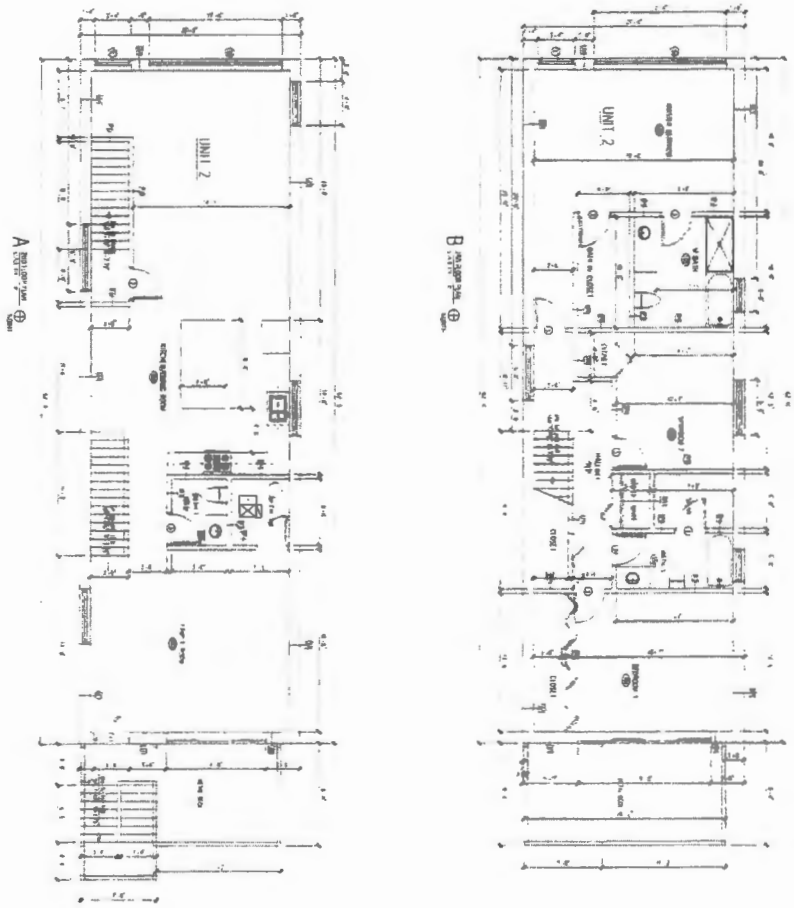
The Applicant seeks a zoning change from M1-2 ("Manufacturing District") to RT-4 (Residential Two-Flat, Townhouse, and Multi-Unit District) to build a 2-dwelling unit property with 2 off street parking spaces.

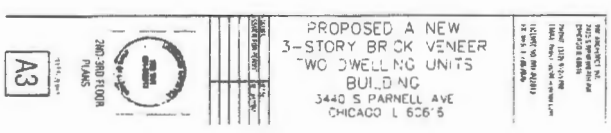
**NARRATIVE AND PLANS FOR 3440 S Parnell Ave:**

ZONING: RT-4
LOT AREA: 3,186 sq ft
MINIMUM LOT AREA PER DWELLING UNIT: 1,593 sq ft
FLOOR AREA RATIO: 1.2
BUILDING AREA: 3,720 sq ft
OFF-STREET PARKING: 2 parking spaces
FRONT SETBACK: 16'-0"
REAR SETBACK: 47'-11
COMBINED SIDE SETBACK : 5'-0"
SOUTH SIDE SETBACK IS 3'-0"
NORTH SIDE SETBACK IS 2'-0"
BUILDING HEIGHT: 37'-4"

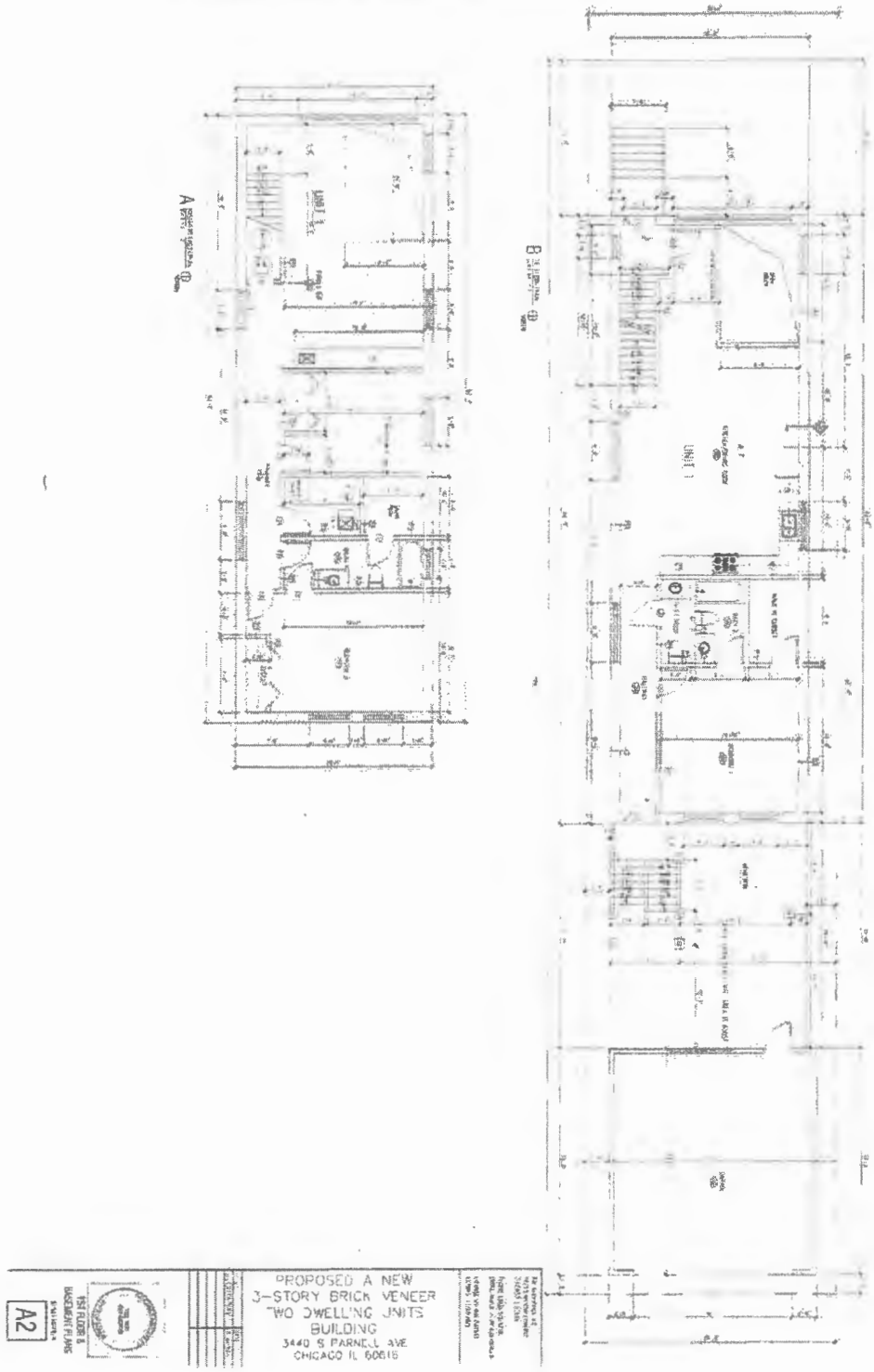
Set of plans is attached.

Final for Publication



Final for Publication



Final for Publication

*Reclassification Of Area Shown On Map No. 9-G.*
(Application No. 22751T1)
(Common Address: 3908 N. Janssen Ave.)

[O2025-0017399]

*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 9-G in the area bounded by:

a line 100 feet north of and parallel to West Byron Street; North Janssen Avenue; a line 75 feet north of and parallel to West Byron Street; and a line 117 feet west of and parallel to North Janssen Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Revised Zoning Information; First, Second and Third Floor Plans; Roof Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 29952 through 29961 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 – 3908 N. Janssen, Chicago, IL

Proposed Zoning: RM-5 Residential Multi-Unit District

Lot Area: 2,925 sq. ft.

Proposed Land Use: The Applicant is proposing to develop the subject property with a four-story building that will contain two (2) residential units. The proposed building will be masonry in construction and measure 42ft.-11 inches in height (48 ft.-11 inches measured to the mean height of the roof access room). The proposed residential building be supported by a detached two car garage. The proposed garage will have a roof deck above it. Pursuant to Type 1 Sec. 17-13-0303-D optional Administrative Adjustment and Variation, specifically Secs 17-13-1003-EE, 17-13-1003-L, 17-13-1003-P, 17-13-1003-Q. 17-13-1003-R, and 17-13-1101-B of the Chicago Zoning Ordinance, the Applicant is seeking to reduce the required front setback to 8 ft., reduce the required rear setback to 13 ft.-8 inches, reduce the north side setback to zero, reduce the combined side setback total to 3 ft , increase the allowed height of the building to 48 ft.-11 inches, increase the off-street parking ratio for a Transit Served Location to 100% (two off-street parking spaces for two residential units), and to not comply with the building façade standards and main door and entrance standards on a Pedestrian Street.

(A) The Project's Floor Area Ratio: 5,610 square feet (1.92 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 1,462.5 square feet per D.U. (2 residential units proposed)

(C) The amount of off-street parking: 2 parking space

*The subject property is a designated Transit Served Location (W. Irving Park Rd. CTA Bus Line Corridor roadway segment). Pursuant to Sec. 17-13-1003-EE, the Applicant is seeking an Administrative Adjustment to increase the required number of off-street parking spaces from 1 parking space (50%) to 2 parking spaces (100%)

(D) Setbacks:

| | | |
|---|---|---|
| a. | *Front Setback. | 8 feet |
| b. | *Side Setbacks. | |
| | North Side. | zero |
| | South Side | 3 feet |
| c | *Rear Setback: | 13 feet-8 inches |

*Pursuant to Sec. 17-13-1101-B, the Applicant is seeking Variations to reduce the front setback, the north side setback, combined side setback total, and the rear setback.

(E) Building Height. 42 ft.-11 inches (measured to the building's fourth floor)

48 ft.-11 inches (measured to the mean height of the roof access room)

*Pursuant to Sec. 17-13-1003-L, the Applicant is seeking an Administrative Adjustment to increase the allowable building height by not more than 10% of the applicable allowance.

Final for Publication

Sec. 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 535 linear feet of the W. Irving Park CTA Bus Line Corridor roadway segment. The proposed two (2) unit residential building will be supported by two (2) off-street parking spaces. Pursuant to Section 17-13-1003-EE, the Applicant is seeking to permit an increase in the number of required off-street parking spaces, from one (1) parking space to two (2) parking spaces.

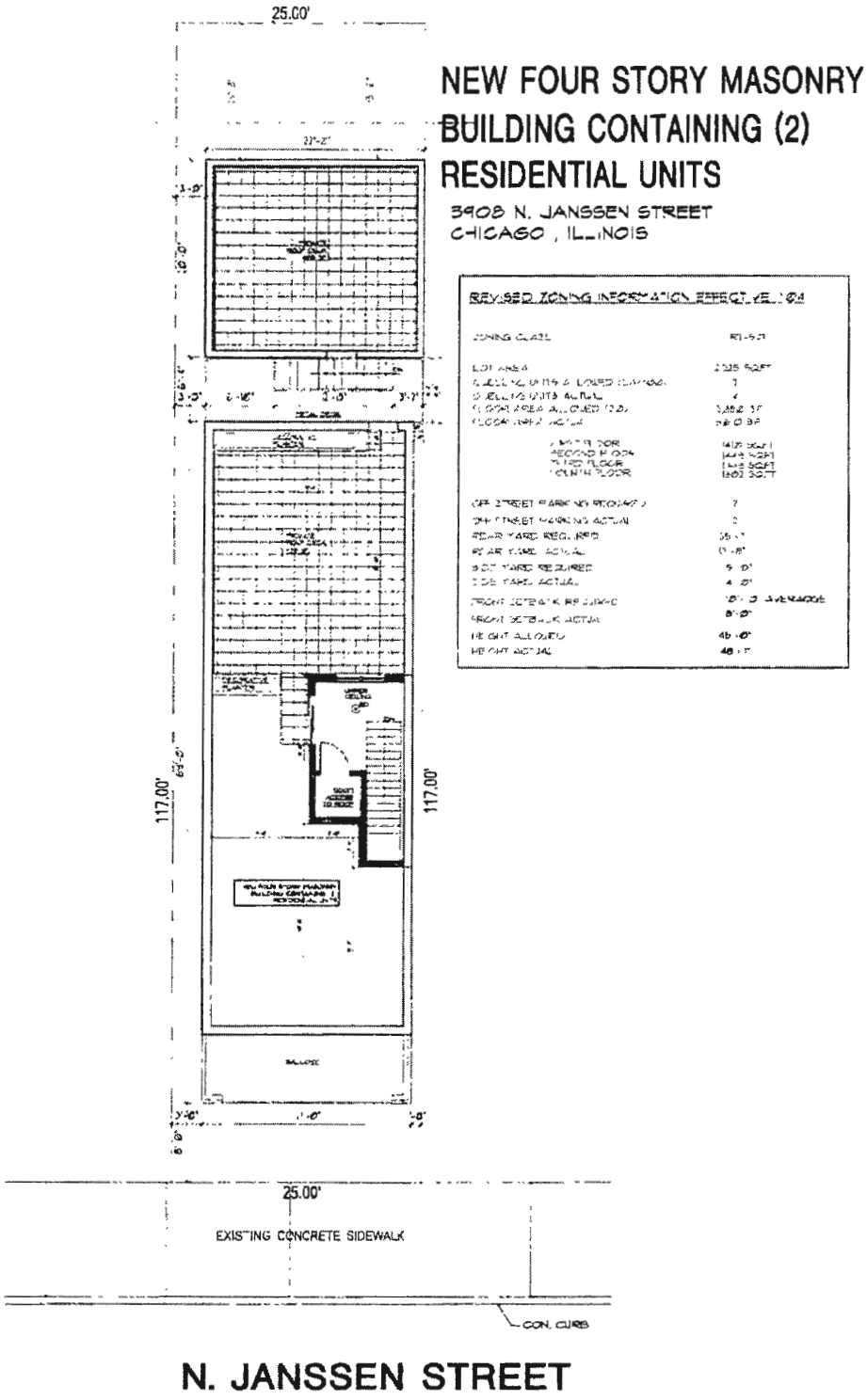
2. The Applicant will be seeking relief from the requirements of Sec. 17-4-0504 for the location of the residential building on the subject lot. The proposed location of the main building door and entryway require variations from Secs. 17-4-0504-B and 17-4-0504-D to better align with the existing front setbacks of the neighboring residential buildings on the residential block.

3. The Transit Friendly Development Guide defines 'transit friendly development' as development which is oriented towards and integrated with adjacent transit. The proposed multi-unit residential building incorporates accessibility and connectivity to mass transit based on its proximity to the W. Irving Park Rd. CTA Bus Route. The Applicant believes the project will help improve the pedestrian experience along this segment of N. Janssen for both residents and other commuters traveling in the subject area.

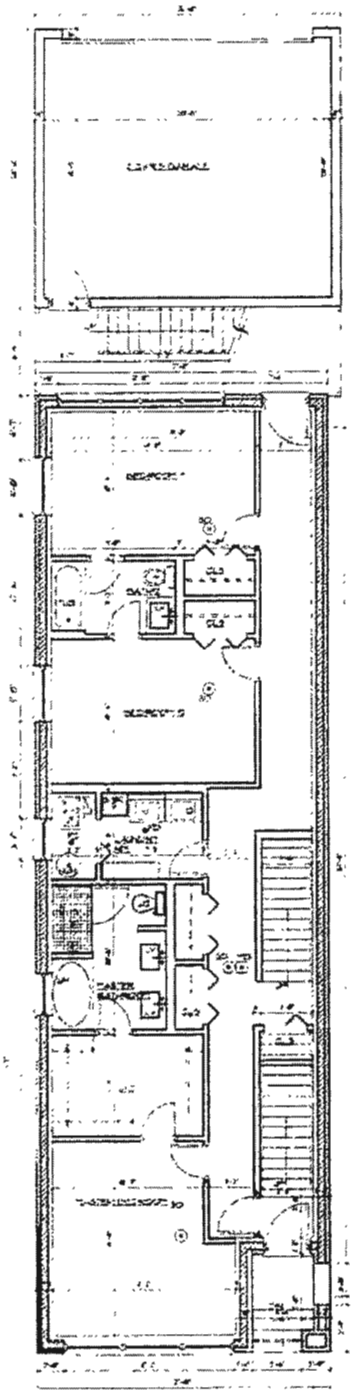
4. The proposed residential building will contain two (2) dwelling units that will be supported by two (2) off-street parking spaces. The Applicant is seeking administrative approval to permit the parking increase pursuant to the eTOD Ordinance.

5. The Applicant believes the proposed residential building will provide appropriate density in the subject neighborhood. The subject property is within the boundaries of the 4-A North Southport Special District Overlay, which imposes an additional minimum lot area requirement to conserve low residential density in the surrounding area. Based on the subject property's proximity to a designated bus route (W. Irving Park Rd. CTA Bus Line), and its offer of 1:1 off-street vehicle parking, 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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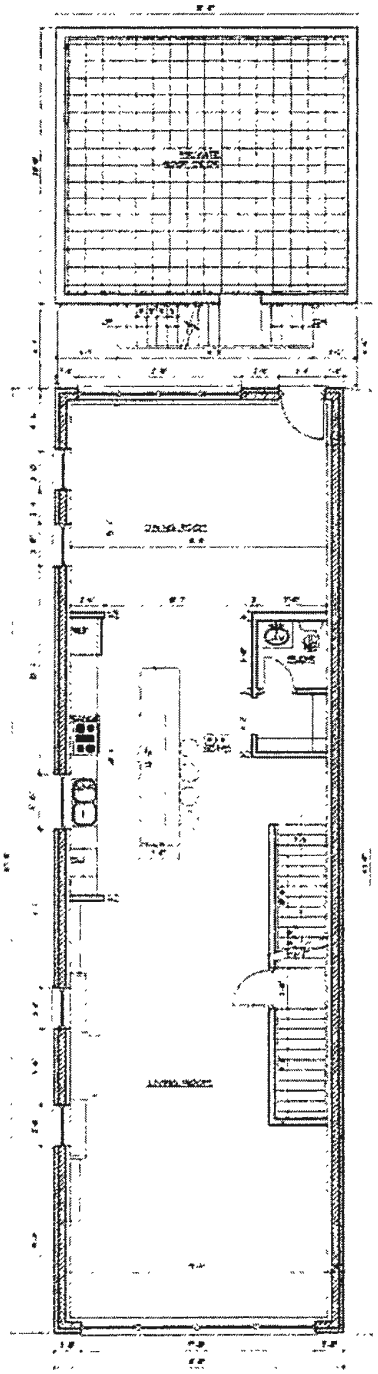


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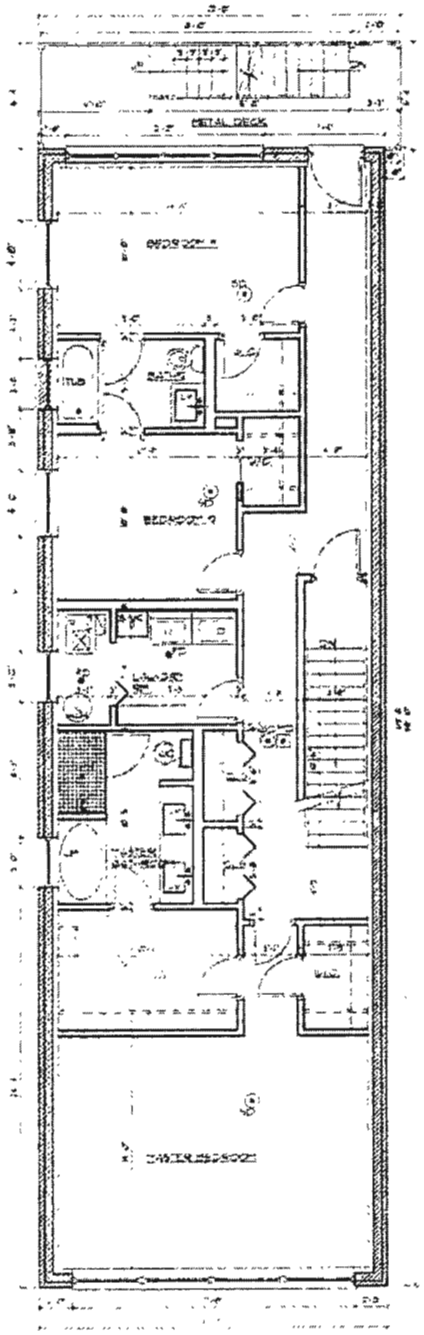
1 FIRST FLOOR PLAN

Final for Publication



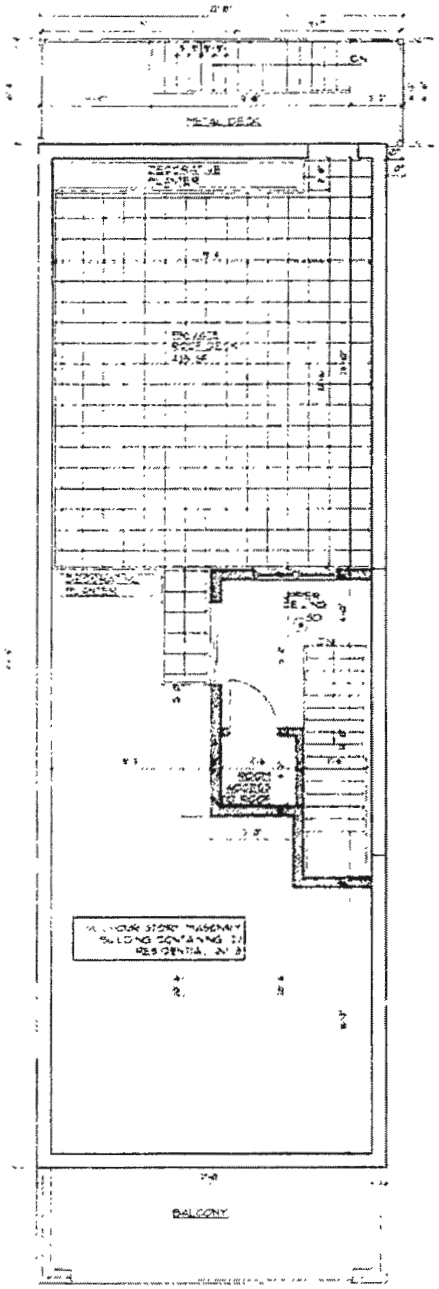
2 SECOND FLOOR PLAN

Final for Publication



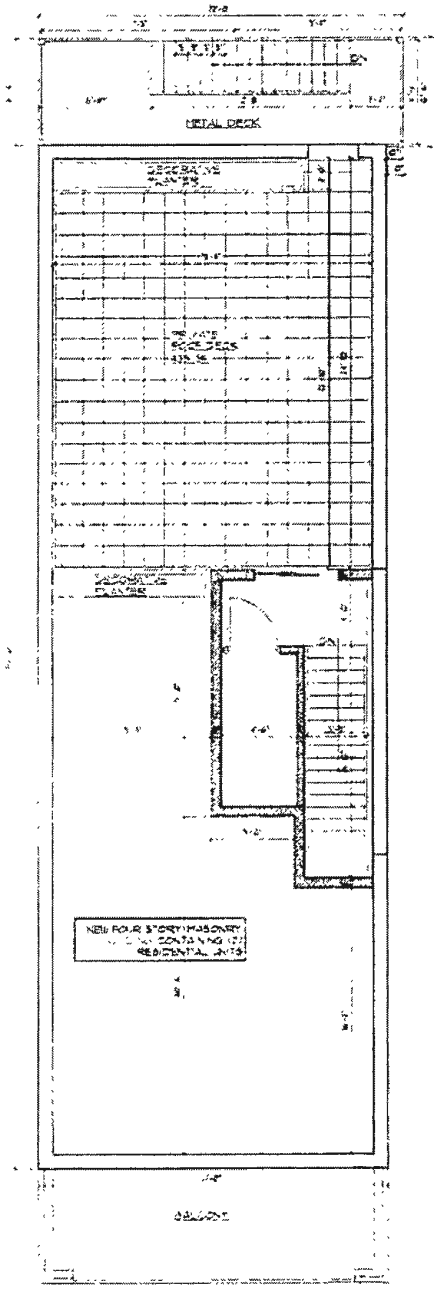

3 THIRD FLOOR PLAN

Final for Publication



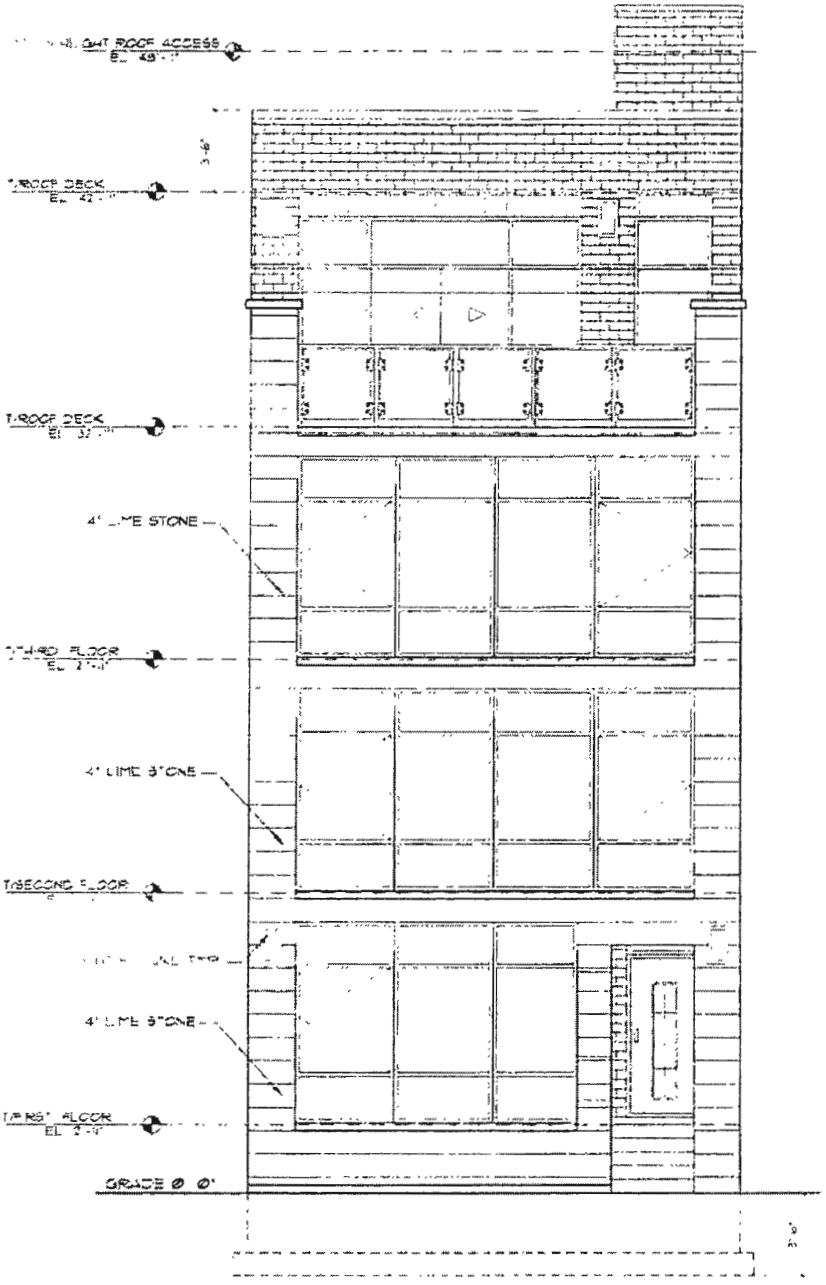

5 ROOF FLOOR PLAN

Final for Publication

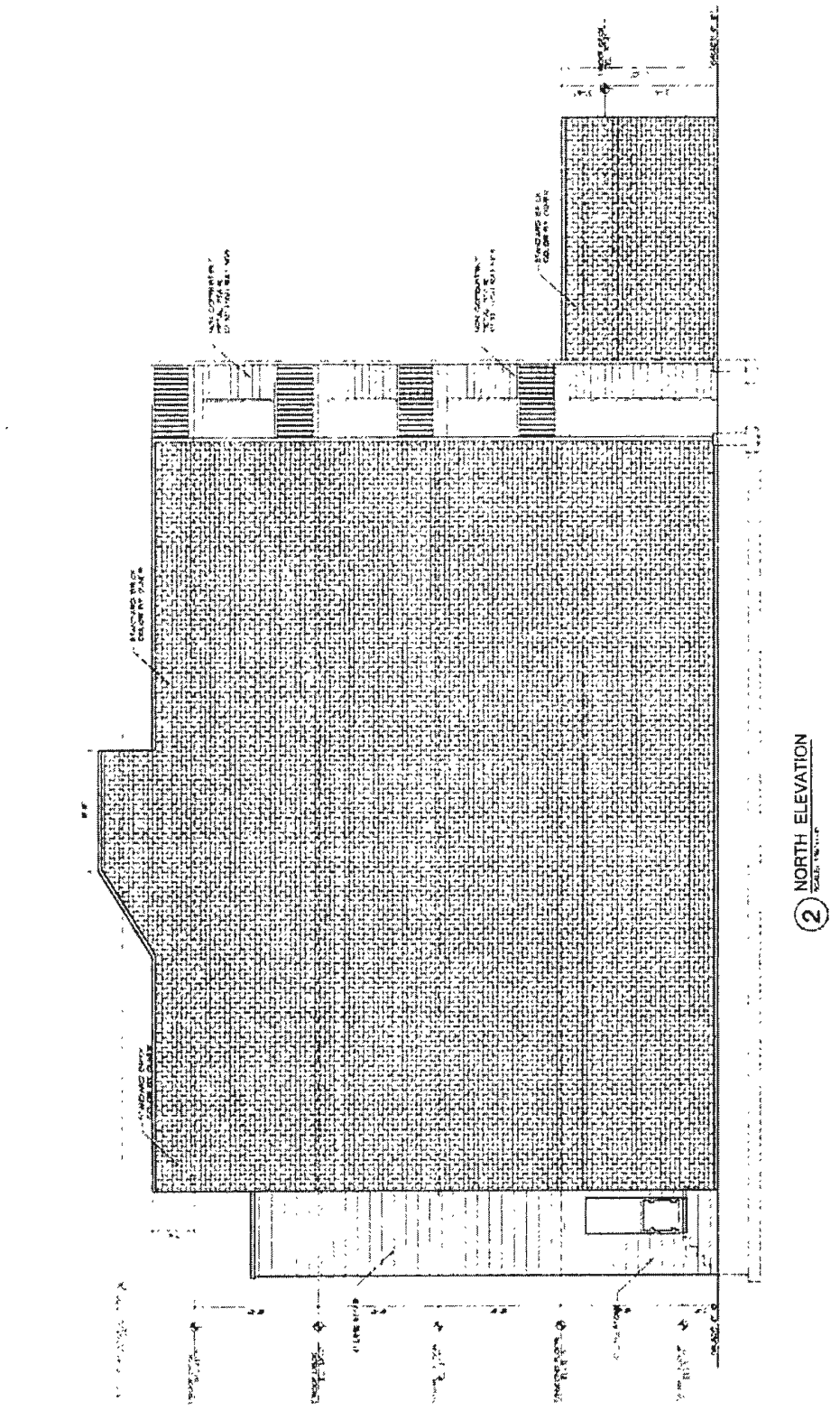



5 ROOF FLOOR PLAN

Final for Publication

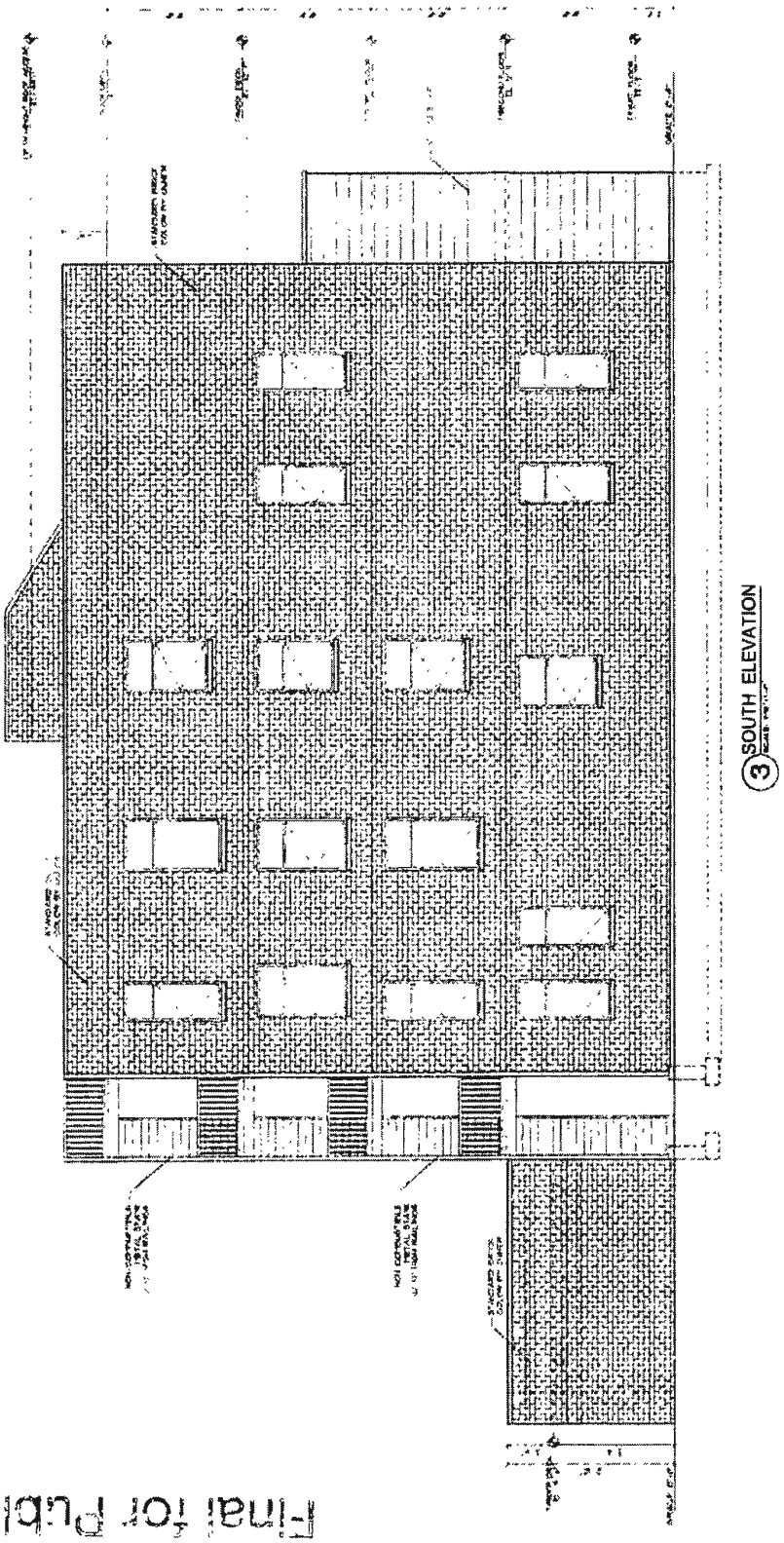



1 EAST ELEVATION
SCALE: 3/16"=1'-0"



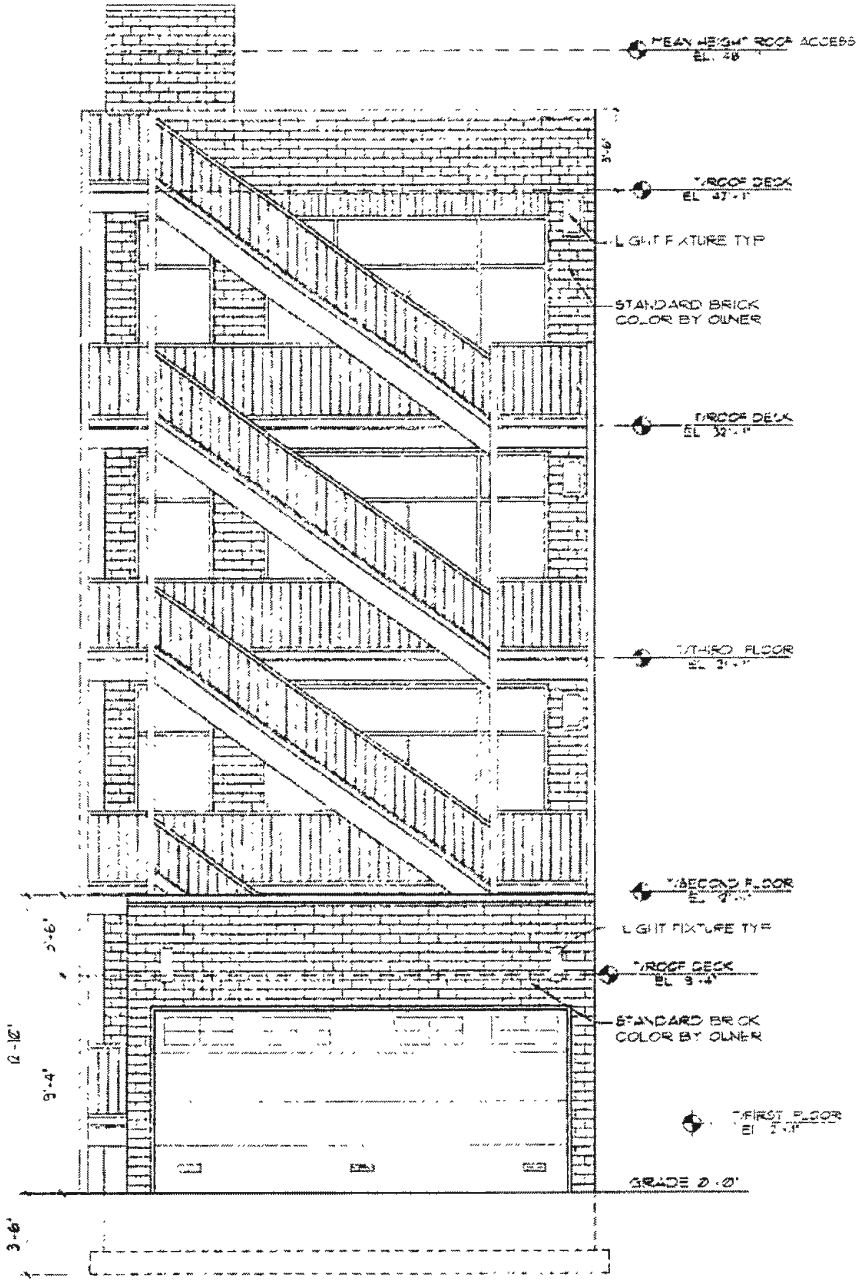
② NORTH ELEVATION

Final for Publication




Final for Publication

Final for Publication




4 WEST ELEVATION
SCALE: 3/16"=1'-0"

*Reclassification Of Area Shown On Map No. 9-H.*
(As Amended)
(Application No. 22766T1)
(Common Address: 1622 W. Belmont Ave.)

[SO2025-0017454]

*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 B1-3 Neighborhood Shopping District symbols as shown on Map Number 9-H in the area generally bounded by:

the alley next north of West Belmont Avenue beginning at a point 350 feet east of the east right- of-way line of North Paulina Street; a line 378 feet east of and parallel to North Paulina Street; West Belmont Avenue; and a line 350 feet east of and parallel to North Paulina Street,

to those of a C1-3 Neighborhood Commercial District.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

[Site Plans; Floor Plans; and Building Elevations
attached to this ordinance printed on
pages 29965 through 29972
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**TYPE 1 ZONING MAP AMENDMENT**
**Substitute Narrative and Plans**
1622 West Belmont Avenue
From the B1-3 District to C1-3 District

LaSchora Hospitality, LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 1622 West Belmont Avenue from the B1-3 Neighborhood Shopping District to the C1-3 Neighborhood Commercial District to establish a tavern use with a public place of amusement license in the existing building and accessory structures at the subject property.

The subject property is located on the block bounded by West Melrose Street on the north, North Lincoln Avenue on the east, West Belmont Street on the south, and North Paulina Street on the west. The subject property is irregular in shape and contains approximately 3,317 square feet of site area. The subject property is improved with a single-story brick commercial building which measures approximately 17 feet in height, contains approximately 2,184 square feet of commercial space and occupies the majority of the site; an external walk-in refrigerator; a single-story brick garage used for storage; and a single-story storage shed. The subject property contains a total of 2,800 square feet of commercial space between the existing building and accessory structures. The subject property is unoccupied and was most recently operated as a restaurant. There are no vehicular parking spaces and no bicycle parking spaces at the site, and none are required.

The Applicant proposes to establish a tavern use with a public place of amusement license at the subject property. The Applicant intends to renovate and use the existing structures at the site. No new structures are proposed.

| | |
|---|---|
| **Floor Area and Floor Area Ratio** | |
| **Lot Area:** | 3,317 square feet |
| **Total Building Area:** | 2,800 square feet |
| **FAR:** | 0.84 |
| **Number of Residential Units** | |
| **Dwelling Units:** | 0 – N/A |
| **Density (Lot Area Per Unit):** | 0 – N/A |
| **Vehicular Parking:** | 0 (none required) |
| **Bicycle Parking:** | 0 (none required) |
| **Loading Spaces:** | 0 (none required) |
| **Setbacks** | |
| **Front (South):** | 0 feet |
| **Side (East):** | 0 feet |
| **Side (West):** | 0 feet |
| **Rear (North):** | 2.29 feet |
| **Maximum Building Height:** | 17 feet |

Final for Publication

**TYPE 1 ZONING MAP AMENDMENT**
**Substitute Narrative and Plans**
1622 West Belmont Avenue
From the B1-3 District to C1-3 District

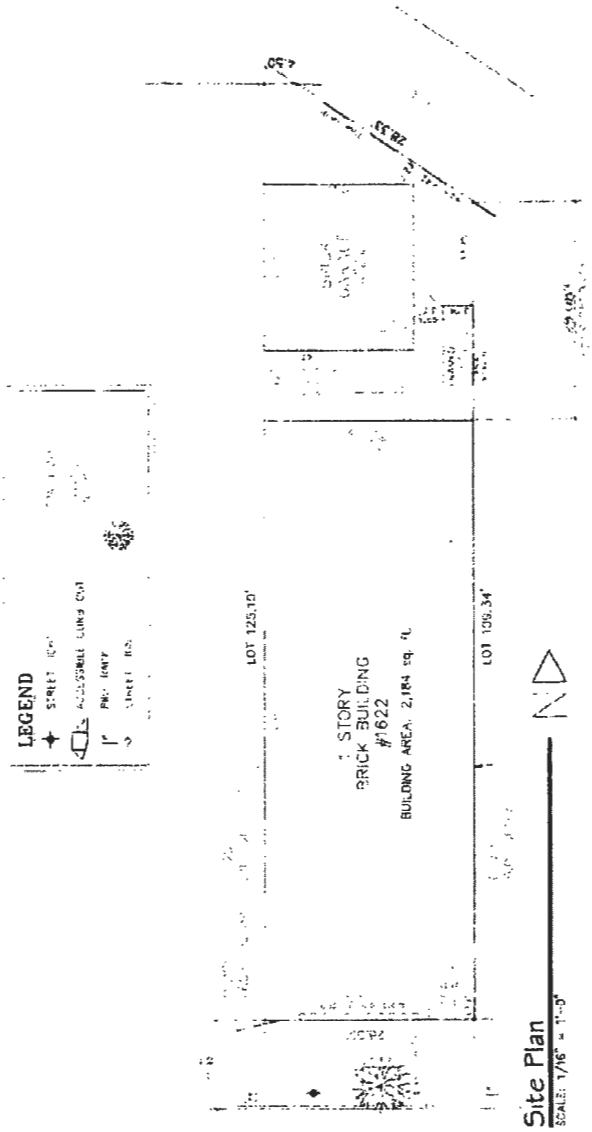
LaSchora Hospitality, LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 1622 West Belmont Avenue from the B1-3 Neighborhood Shopping District to the C1-3 Neighborhood Commercial District to establish a tavern use with a public place of amusement license in the existing building and accessory structures at the subject property.

The subject property is located on the block bounded by West Melrose Street on the north, North Lincoln Avenue on the east, West Belmont Street on the south, and North Paulina Street on the west. The subject property is irregular in shape and contains approximately 3,317 square feet of site area. The subject property is improved with a single-story brick commercial building which measures approximately 17 feet in height, contains approximately 2,184 square feet of commercial space and occupies the majority of the site; an external walk-in refrigerator; a single-story brick garage used for storage; and a single-story storage shed. The subject property contains a total of 2,800 square feet of commercial space between the existing building and accessory structures. The subject property is unoccupied and was most recently operated as a restaurant. There are no vehicular parking spaces and no bicycle parking spaces at the site, and none are required.

The Applicant proposes to establish a tavern use with a public place of amusement license at the subject property. The Applicant intends to renovate and use the existing structures at the site. No new structures are proposed.

| | |
|---|---|
| **Floor Area and Floor Area Ratio** | |
| **Lot Area:** | 3,317 square feet |
| **Total Building Area:** | 2,800 square feet |
| **FAR:** | 0.84 |
| **Number of Residential Units** | |
| **Dwelling Units:** | 0 – N/A |
| **Density (Lot Area Per Unit):** | 0 – N/A |
| **Vehicular Parking:** | 0 (none required) |
| **Bicycle Parking:** | 0 (none required) |
| **Loading Spaces:** | 0 (none required) |
| **Setbacks** | |
| **Front (South):** | 0 feet |
| **Side (East):** | 0 feet |
| **Side (West):** | 0 feet |
| **Rear (North):** | 2.29 feet |
| **Maximum Building Height:** | 17 feet |

Final for Publication




Site Plan

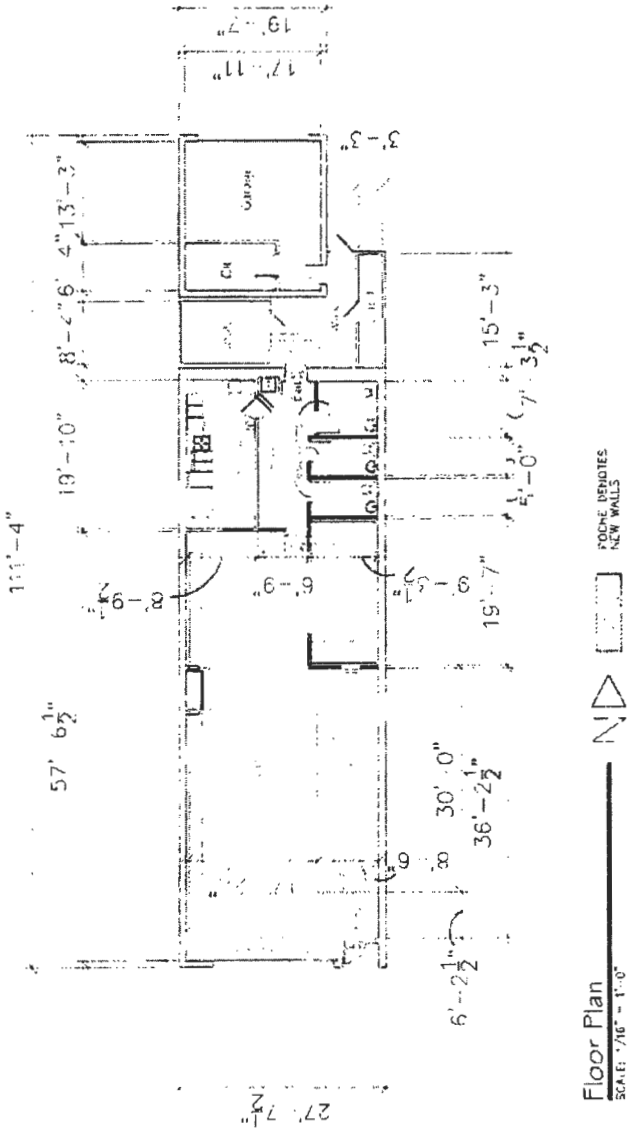
SCALE: 1/16" = 1'-0"

**1622 West Belmont Ave.**
**Chicago, IL**

RUS ARCHITECTS/RENDERERS, INC.
420 SOUTH CLINTON, SUITE 21
PHONE: (312) 242-4421

**CV1**

Final for Publication




Floor Plan

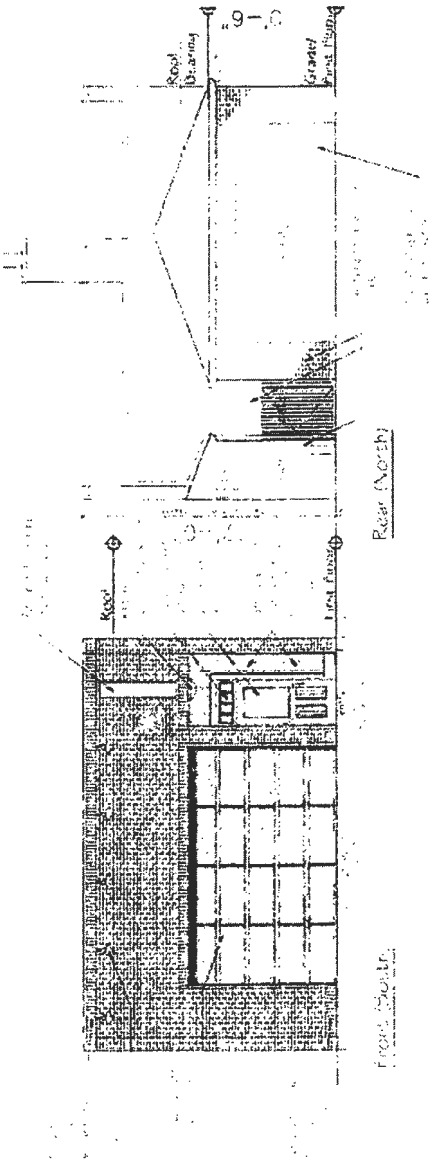
SCALE: 1/16" = 1'-0"

**1622 West Belmont Ave.**
**Chicago, IL**

RUS ARCHITECTS/RENDERERS, Inc
420 SOUTH CLINTON, SUITE 217
PHONE: (312) 342-4421

**A1**

Final for Publication




Elevations

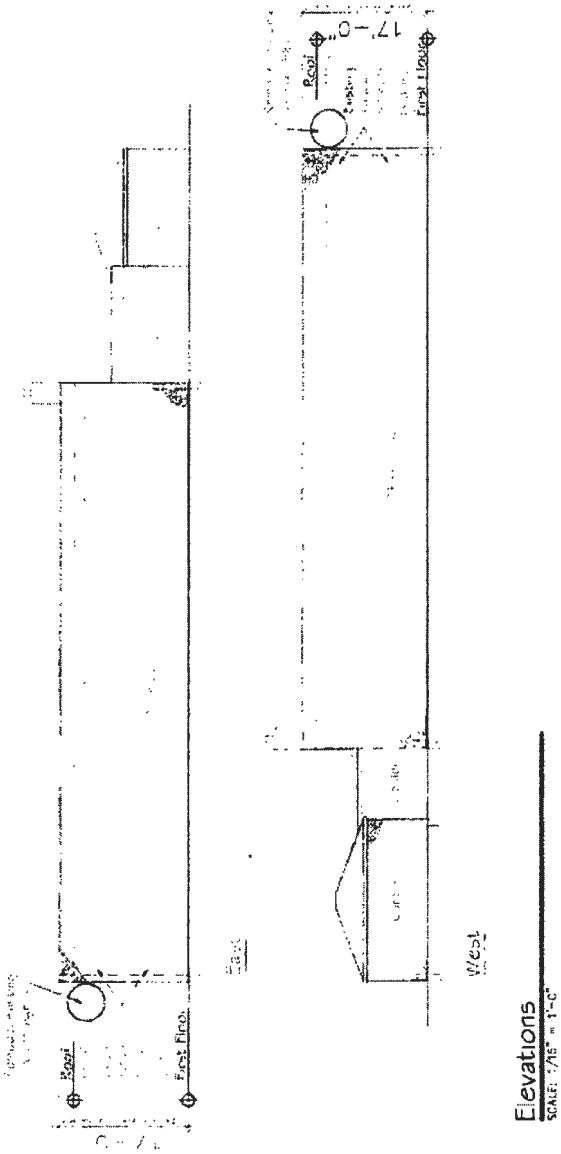
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**1622 West Belmont Ave.**
**Chicago, IL**

RUS ARCHITECTS/MENDORERS, Inc
430 SOUTH CLINTON, SUITE 217
PHONE: (312) 342-4421

**A2**

Final for Publication




Elevations

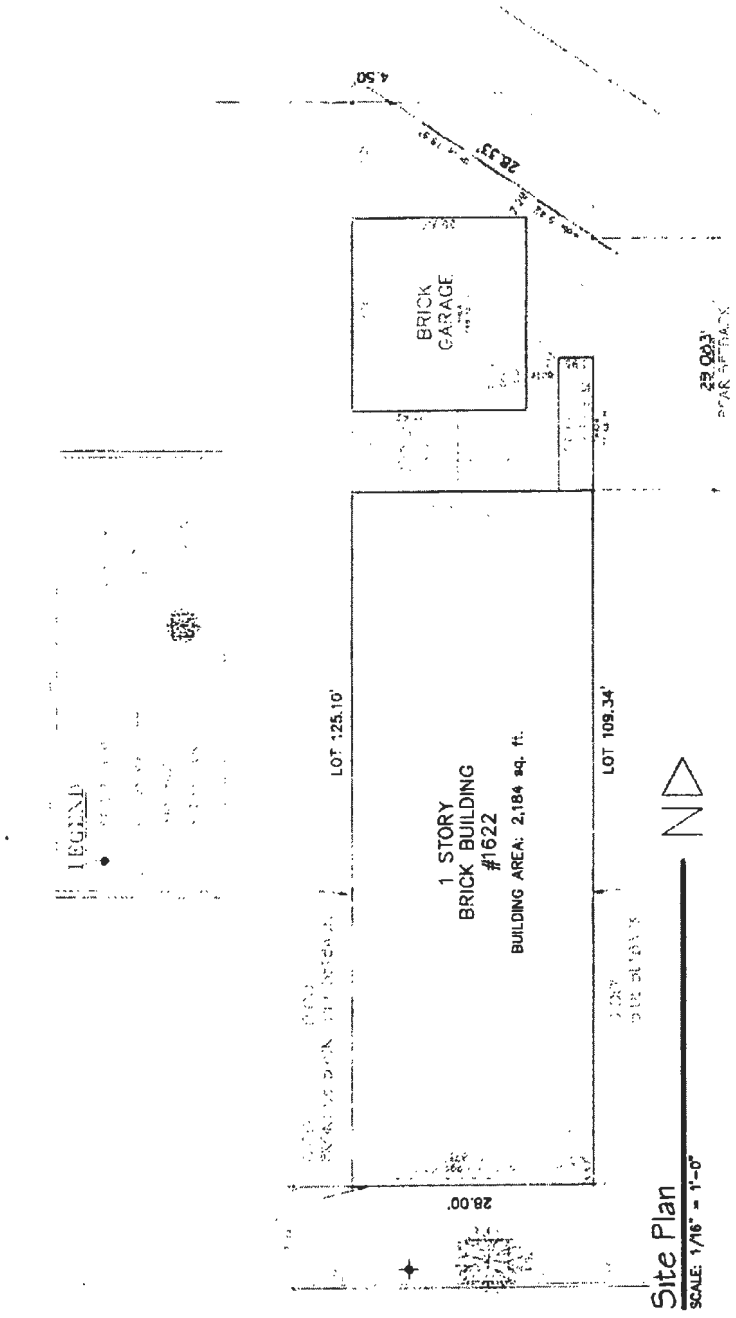
SCALE: 1/16" = 1'-0"

1622 West Belmont Ave.
Chicago, IL

RUB ARCHITECTS/RENDERERS, Inc
420 SOUTH CLINTON, SUITE 217
PHONE: (312) 342-4421

A3

Final for Publication



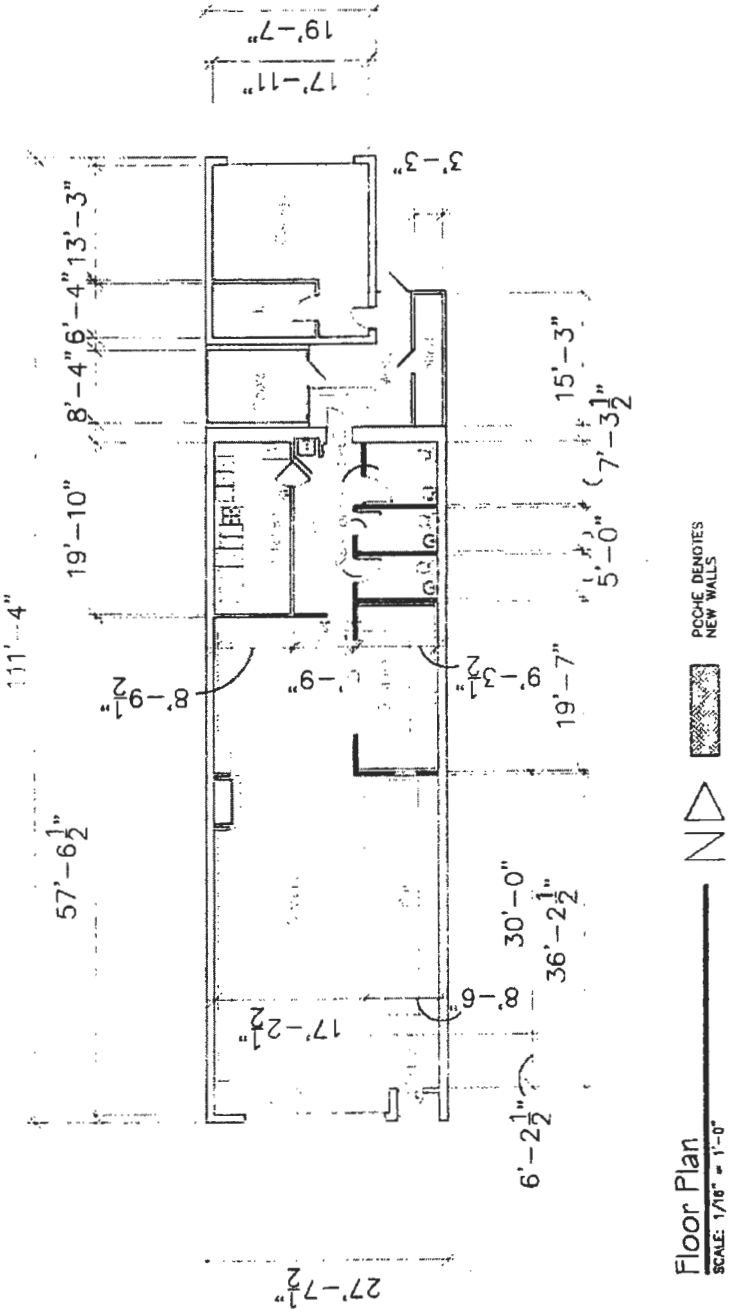

**1622 West Belmont Ave.**
**Chicago, IL**

RUS ARCHITECTS/RENDERERS, Inc
420 SOUTH CLINTON, SUITE 217
PHONE: (312) 342-4421

**CV1**

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Final for Publication




Floor Plan

SCALE: 1/16" = 1'-0"

**1622 West Belmont Ave.**
**Chicago, IL**

**A1**

RJS ARCHITECTS/RENDERERS, Inc
420 SOUTH CLINTON, SUITE 217
PHONE: (312) 342-4421

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Final for Publication




Elevations

SCALE: 1/8" = 1'-0"

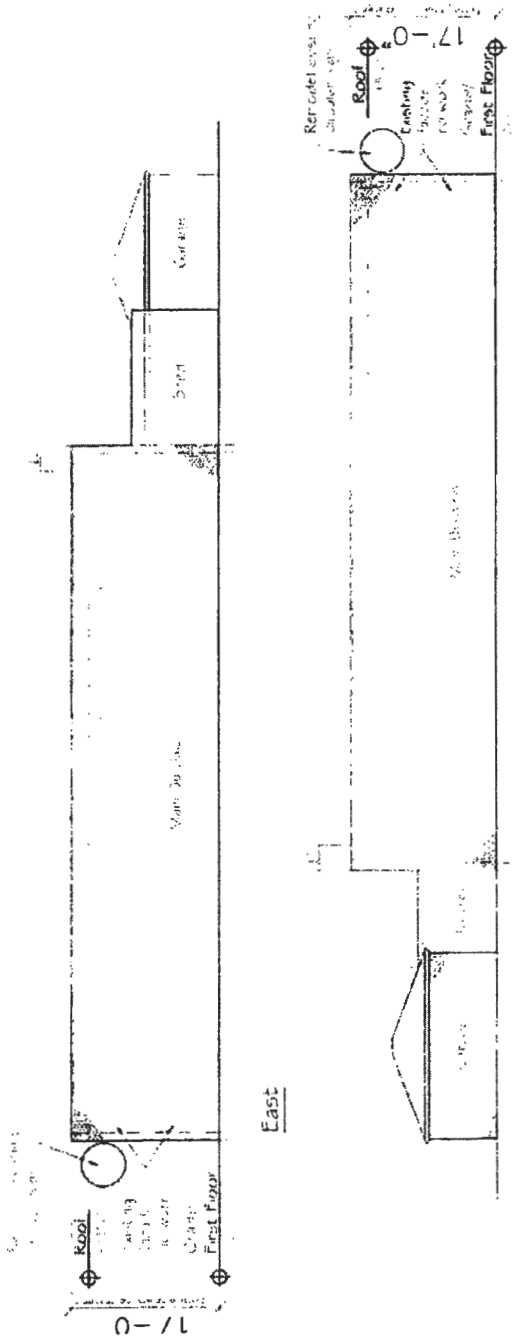
**1622 West Belmont Ave.**
**Chicago, IL**

**RUS ARCHITECTS/RENDERERS, Inc**
**420 SOUTH CLINTON, SUITE 217**
**PHONE: (312) 342-4421**

**A2**

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Final for Publication




Elevations

SCALE: 1/16" = 1'-0"

**1622 West Belmont Ave.**
**Chicago, IL**

**RUS ARCHITECTS/RENDERERS, Inc**
**420 SOUTH CLINTON, SUITE 217**
**PHONE: (312) 342-4421**

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**A3**

*Reclassification Of Area Shown On Map No. 10-E.*
(Application No. 22748)
(Common Address: 215 E. 45th St.)

[O2025-0017380]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RM5 Residential Multi-Unit District symbols and indications as shown on Map Number 10-E in the area bounded by:

a line 50 feet south of and parallel to East 45th Street; the alley next east of and parallel to South Indiana Avenue; a line 96 feet south of and parallel to East 45th Street; and a line 113.63 feet east of and parallel to South Indiana Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 11-K.*
(Application No. 22755T1)
(Common Address: 4522 N. Kenton Ave.)

[O2025-0017411]

*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 11-K in the area bounded by:

a line 250.34 feet north of and parallel to West Sunnyside Avenue; North Kenton Avenue; a line 200.34 feet north of and parallel to West Sunnyside Avenue; and a line 130.42 feet west of and parallel to North Kenton Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Existing and Proposed Basement, First and Second Floor Plans; Basement, First and Second Floor Plans as Built; Roof Plan as Built; and North, South, East and West Building Elevations as Built attached to this ordinance printed on pages 29975 through 29979 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 – 4522 N. Kenton Ave., Chicago, IL**

Proposed Zoning: RS-3 Residential Single-Unit (Detached House) District

Lot Area: 6,517 sq. ft.

Proposed Land Use: The Applicant proposing to lawfully establish the rehab work of the existing single-family residence. The existing single-family residence with a two-car garage will remain. Pursuant to Sec. 17-13-0303-D optional Administrative Adjustment and Variation and pursuant to Sec. 17-13-1003-L of the Chicago Zoning Ordinance, the Applicant is seeking an Administrative Adjustment to increase the height of the existing single-family residence by 10% or 30 ft.-7 inches.

(A) The Project's Floor Area Ratio: 2,284 square feet (0.35 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 6,517 square feet per D.U. (1 residential units proposed)

(C) The amount of off-street parking: 2 parking spaces (for each single-family residence)

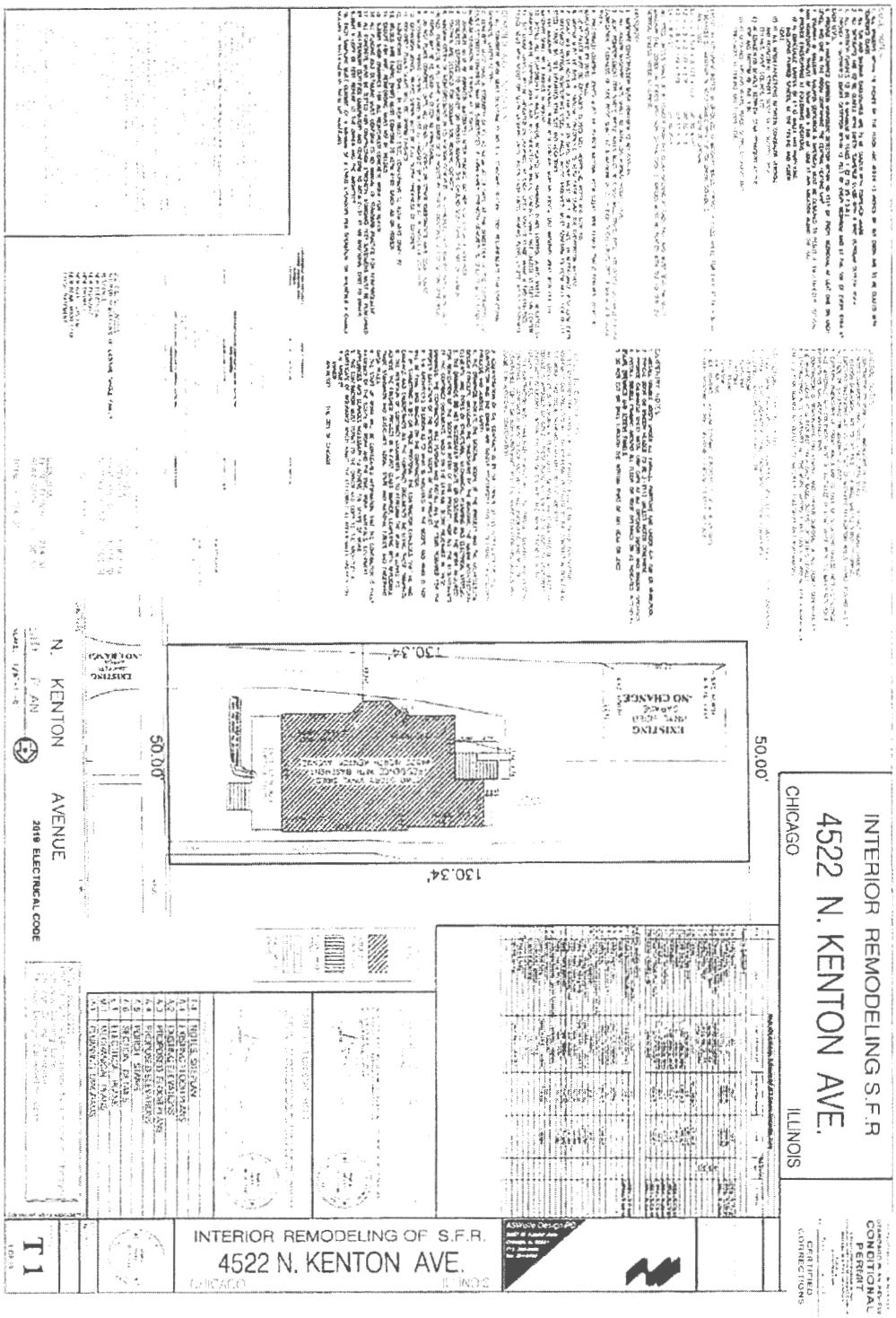
(D) Setbacks:

| | | | |
|---|---|---|---|
| a. | Front Setback: | 17.19 feet (existing) |
| b. | Side Setbacks: | |
| | East Side: | 7.35 feet (existing) |
| | West Side: | 13.26 feet (existing) |
| c. | Rear Setback: | 59.9 feet (existing) |

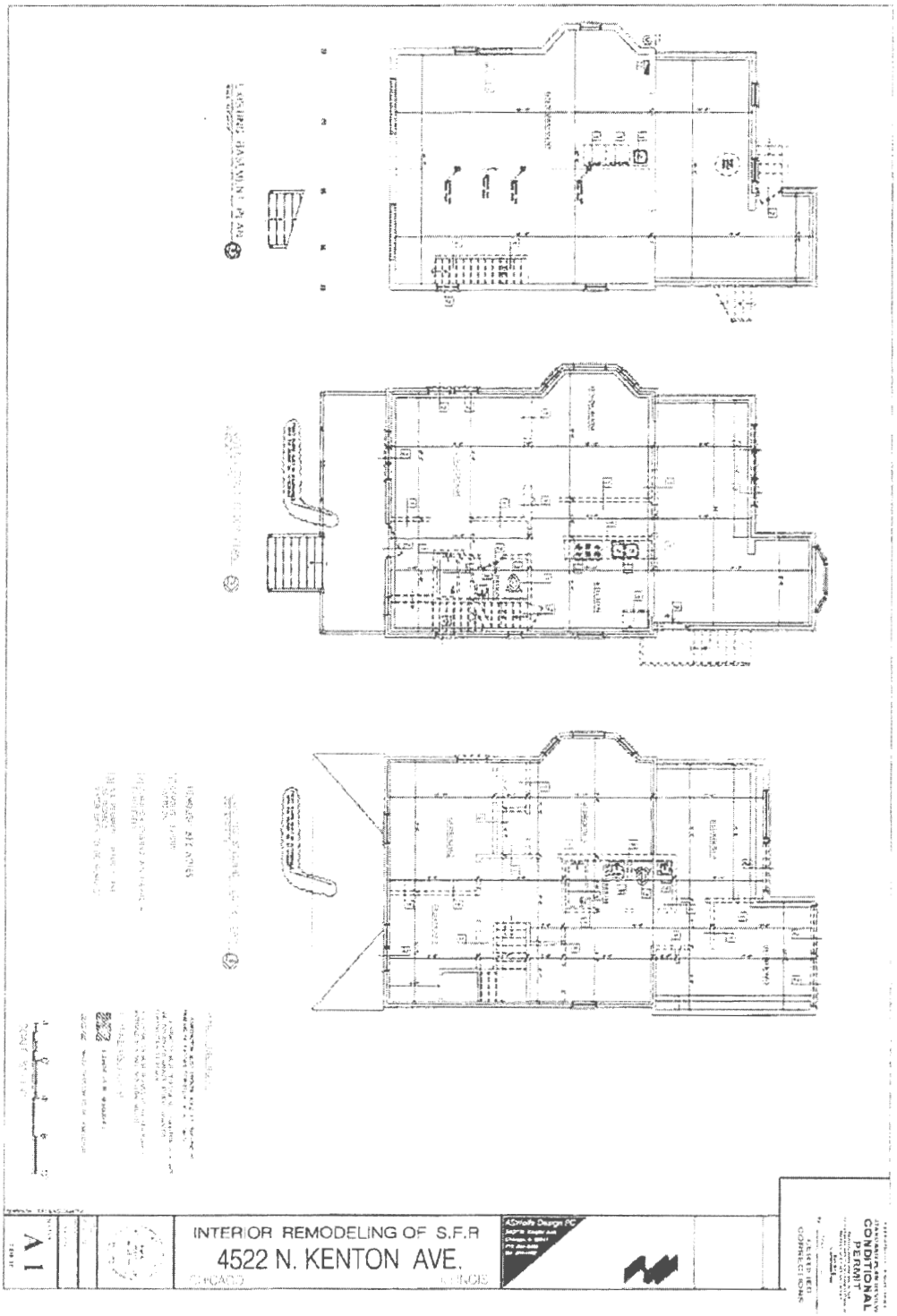
(E) *Building Height: 30 feet-7 inches

*Pursuant to Sec. 17-13-1003-L, the Applicant is seeking an Administrative Adjustment to increase the height of the existing single-family residence by 10% or 30 feet-7 inches.

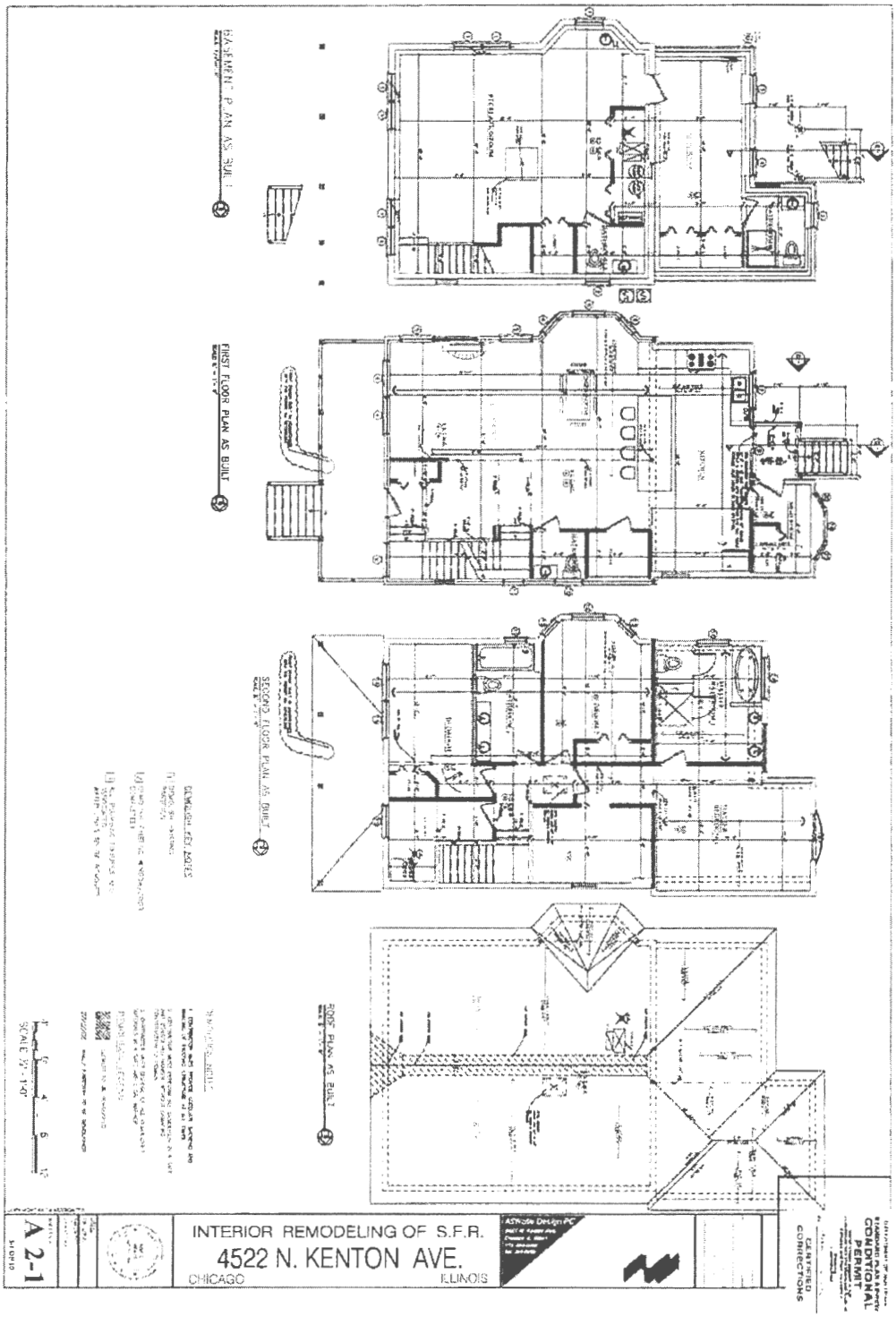
Final for Publication



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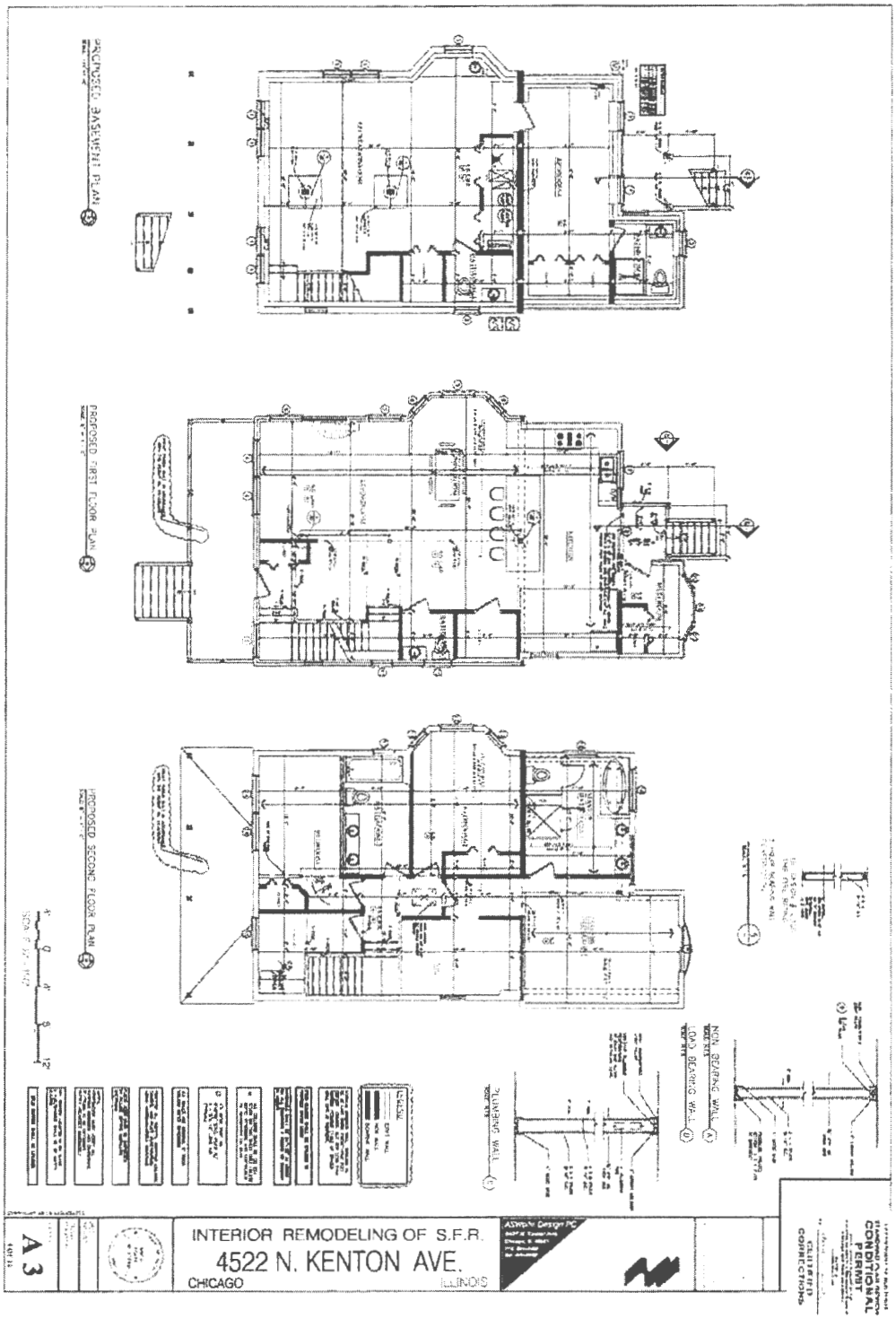
Final for Publication



Final for Publication



Final for Publication



*Reclassification Of Area Shown On Map No. 11-P.*
(As Amended)
(Application No. 22716T1)
(Common Address: 4525-B N. Delphia Ave.)

[SO2025-0016496]

*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 11-P in the area bounded by:

a line 326 feet north of and parallel to West Sunnyside Avenue; a line 325 feet east of and parallel to North Delphia Avenue; a line 226 feet north of and parallel to West Sunnyside Avenue; and a line 175 feet east of and parallel to North Delphia Avenue,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Plat of Survey; Site Plan; Proposed Basement, First and Second Floor Plans; and Proposed Building Elevations attached to this ordinance printed on pages 29982 through 29988 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**Zoning App. No. 22716**

**17-13-0303-C(1) Type 1 Narrative & Plans – 4525-B N. Delphia, Chicago, IL**

Proposed Zoning: RS-3 Residential Single-Unit (Detached House) District

Lot Area: 15,000 square feet

Proposed Land Use: The Applicant is seeking a zoning change to permit the construction of a new two-story single-family home with an attached garage with three (3) parking spaces. The proposed building will measure 29 feet-11 inches in height.

(A) The Project's Floor Area Ratio: 4,517.9 square feet (0.301 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 15,000 square feet per D.U. (1 residential unit)

(C) The amount of off-street parking: 3 parking spaces

(D) Setbacks:

a. Front (west) Setback: 25 feet
b. Side Setbacks:
North Side: 10 feet
South Side: 10 feet
c. Rear (east) Setback: 42 feet

(E) Building Height: 29 feet-11 inches

*As part of this Type 1 Application, the Applicant is seeking all zoning relief required to permit the attached Plan Set.

Final for Publication

# PLAT OF SURVEY

ZBIGNIEW DOMOZYCH SERVICES
PHONE:(773)556-4630
(872)219-9473
zbigylandsurveyor@gmail.com
zbigylandsurveyor.us

**PARCEL 1:**
THE EAST 150 FEET OF THE WEST 325 FEET OF THE SOUTH 100 FEET OF THE NORTH 337 FEET OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**
EASEMENT FOR INGRESS AND EGRESS, OVER AND UPON THE WEST 175 FEET OF THE SOUTH 18 FEET OF THE NORTH 337 FEET AND THE EAST 46 FEET OF THE WEST 175 FEET OF THE SOUTH 113 FEET OF THE NORTH 337 FEET OF THE NORTH ½ OF THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY THE DECLARATION OF EASEMENT RECORDED JUNE 25, 1986 AS DOCUMENT NO. 86281311.

TOTAL LAND AREA = 14,995 sq.ft.
PROPERTY ADDRESS: 4535 N. DELPHIA AVE, CHICAGO, IL 60656
PERMANENT INDEX NUMBER: 12-14-103-014-0000

SCALE 1" = 25'

N. DELPHIA AVE

ASPHALT DRIVEWAY

PARCEL 1
VACANT LAND

PARCEL 2
175.00'

FRAME GARAGE

100.00'
R & M

150.00'
R & M

150.00' R & M

LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 10
LOT 11

13.00' GATE

FENCE ON LINE

BRICK PIER FOUND 0.15' E OF LINE

IRON PIPE FOUND 0.15' E OF LINE

ORDERED BY: DOUBLE "M" CIVIL ENGINEERING

ORDER NO. 2501203

SCALE 1 INCH = 25 FEET

JANUARY 31, 2025

LEGEND

CONCRETE PAVEMENT

BRICK AREA

CONCRETE PAVEMENT

BRICK AREA

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

FOR BUILDING LINES AND/OR OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, TITLE POLICY AND LOCAL BUILDING ORDINANCE.

COMPARE ALL POINTS BEFORE BUILDING, AND REPORT ANY DIFFERENCE AT ONCE. DIMENSIONS ARE NOT TO BE ASSUMED BY SCALE MEASUREMENT.

BEARINGS ARE BASED ON THE NORTH LINE OF LOT 1 HAVING AN ASSUMED BEARING OF N 89°59'59" E

ALL DIMENSIONS ARE MEASURED AND ARE THE SAME AS RECORD UNLESS OTHERWISE INDICATED

State of Illinois
ss
County of Cook

I, ZBIGNIEW DOMOZYCH do hereby certify that I have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.

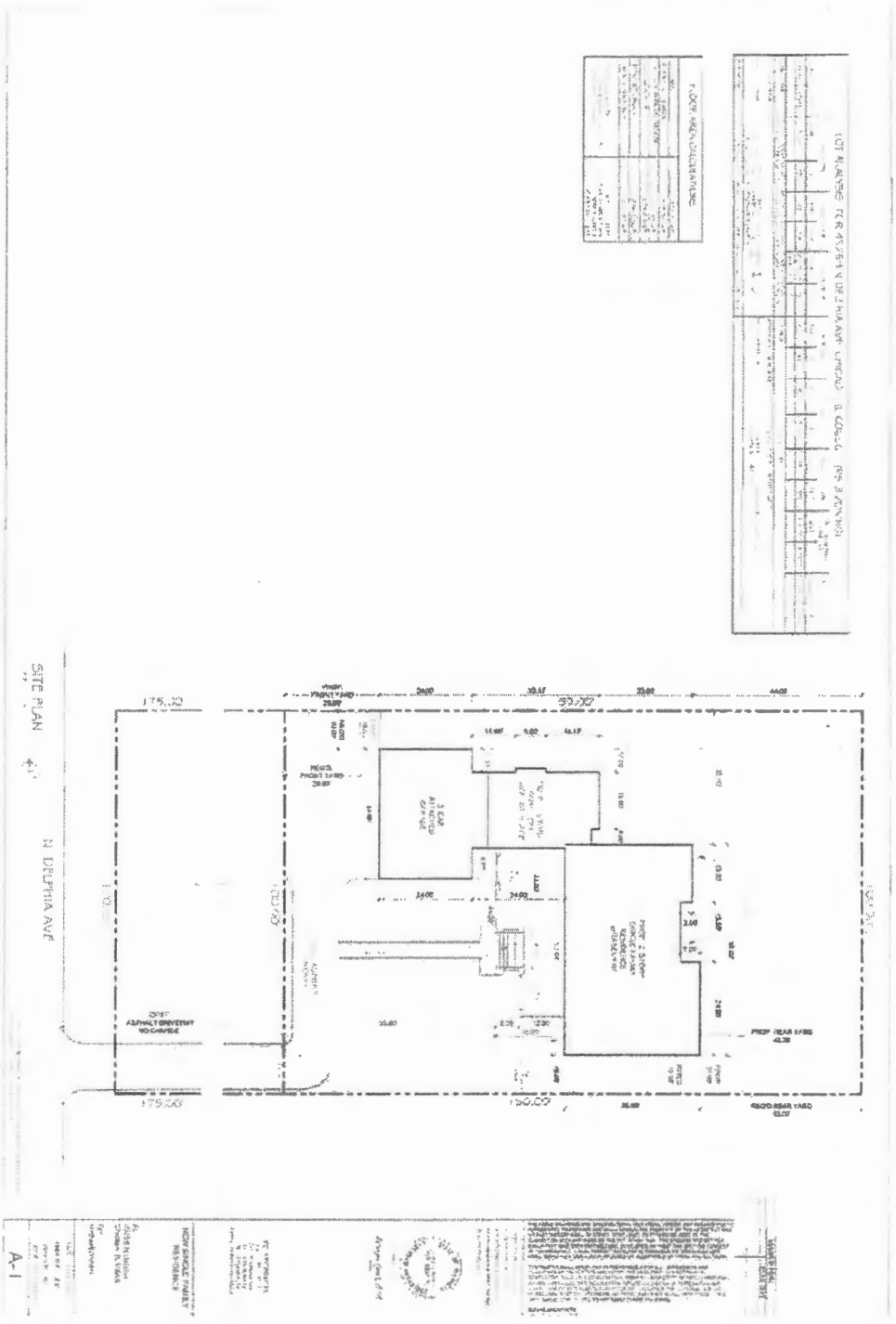
Signature: ZBIGNIEW DOMOZYCH

Date: JANUARY 31, 2025

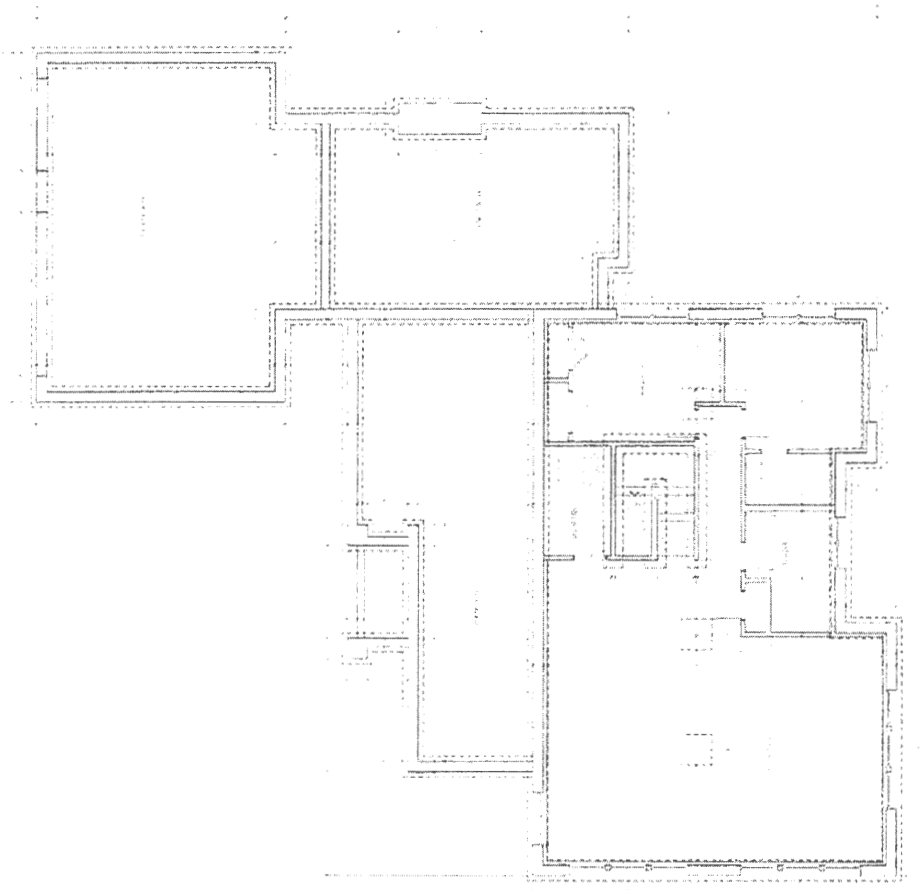
REG. ILL. Land Surveyor No. 35-3758

LIC. EXP. NOVEMBER 30, 2026

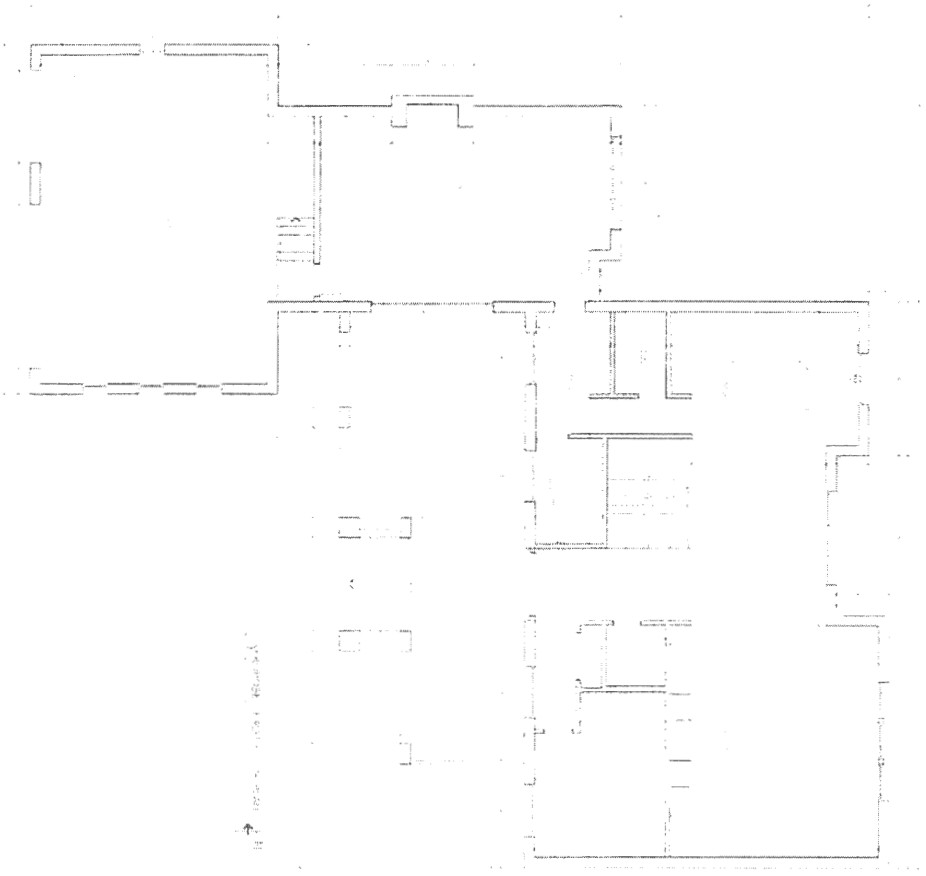
Final for Publication



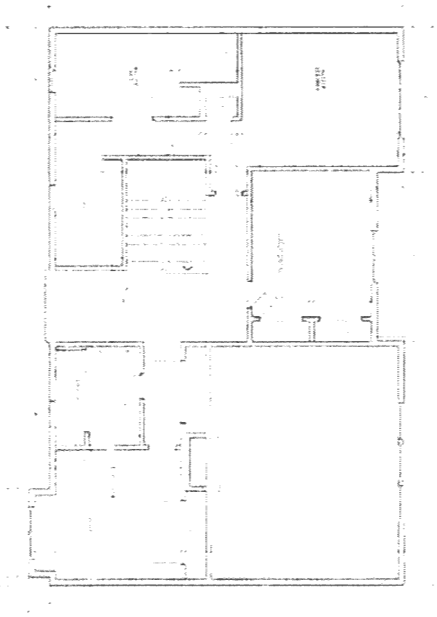
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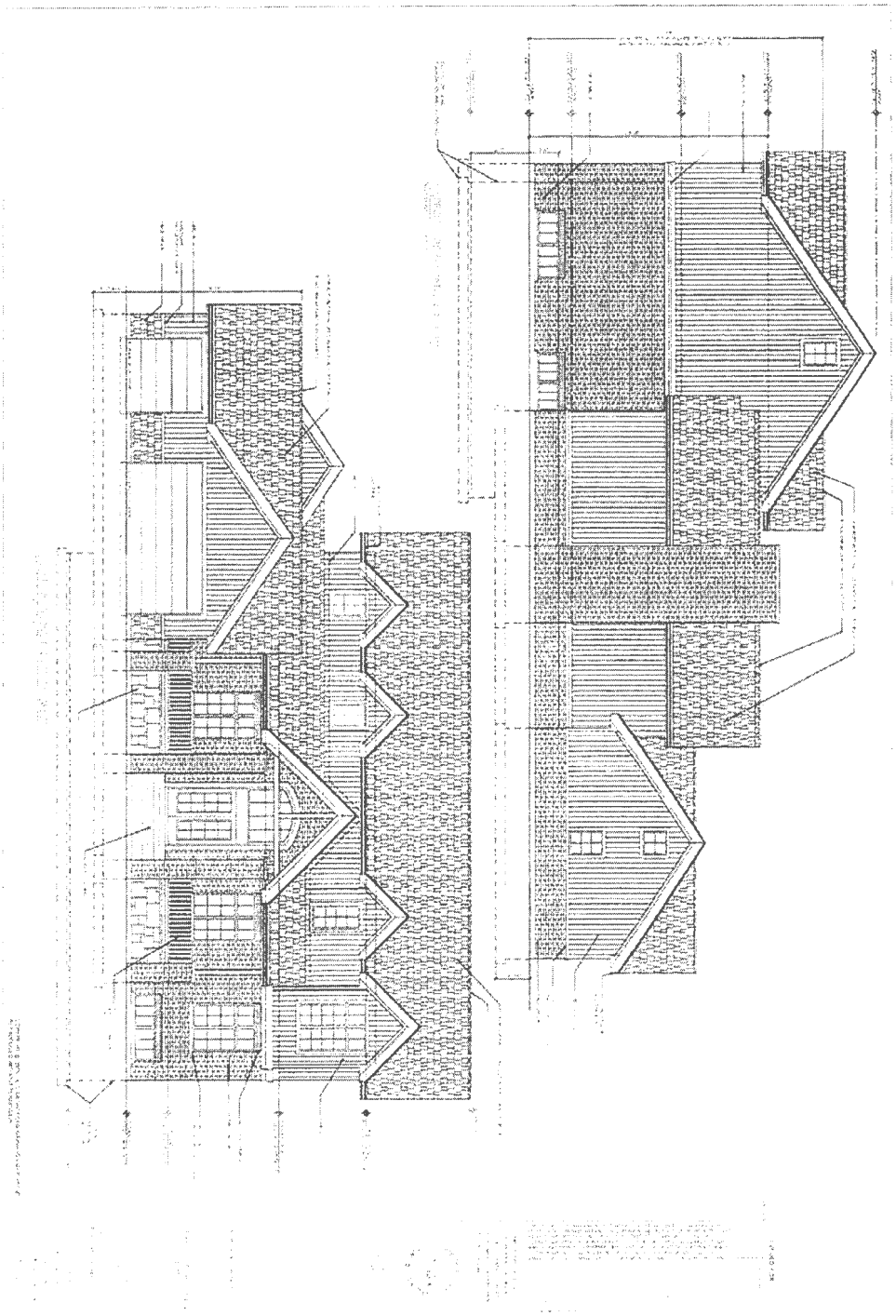
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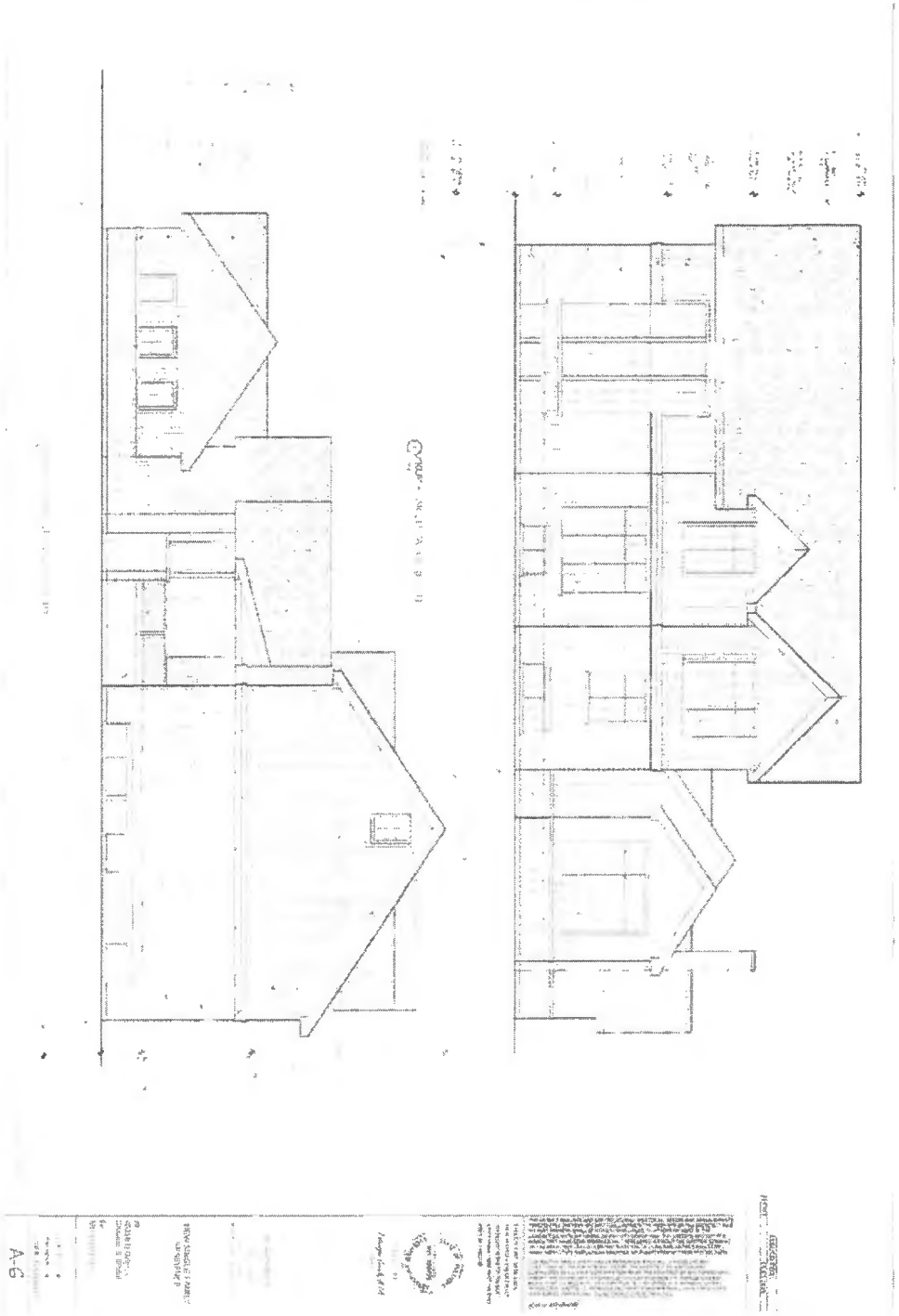
Final for Publication



Final for Publication



Final for Publication



*Reclassification Of Area Shown On Map No. 17-G.*
(Application No. 22772)
(Common Address: 6527 N. Newgard Ave.)

[O2025-0017479]

*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 17-G in an area bounded by:

a line 283.77 feet north of and parallel to West Arthur Avenue; the alley next east of and parallel to North Newgard Avenue; a line 250.44 feet north of and parallel to West Arthur Avenue; and North Newgard Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 26-H.*
(Application No. 22769)
(Common Address: 11008 -- 11034 S. Vincennes Ave.)

[O2025-0017460]

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS2 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 26-H in the area bounded by:

a line from a point 200 feet north of West Chelsea Place and perpendicular thereto, as measured along the public alley next west of South Vincennes Avenue; South Vincennes Avenue; and West Chelsea Place,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 28-H.*
(Application No. A-8969)
(Common Address: 1700 -- 1756 W. Edmaire St.)

[O2025-0016703]

*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 RS2 Residential Single-Unit (Detached House) and RT4 Residential Two-Flat, Townhouse and Multi-Unit Districts symbols and indications as shown on Map Number 28-H in the area bounded by:

the public alley next north of and parallel to West Edmaire Street; South Davol Street; West Edmaire Street; and the public alley next east of and parallel to South Vincennes 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. 28-H.*
(Application No. A-8967)
(Common Address: 2152 W. 111th St.)

[O2025-0016443]

*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) District symbols and indications as shown on Map Number 28-H in the area bounded by:

a line 200 feet north of and parallel to West 111th Street; a line 353 feet west of and parallel to South Bell Avenue; West 111th Street; and a line 303 feet west of and parallel to South Bell Avenue,

to those of an RS1 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 180-B.*
(Application No. A-8965)
(Common Address: 2314 -- 2320 E. 75th St.)

[O2025-0016706]

*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 District symbols and indications as shown on Map Number 180-B in the area bounded by:

the alley next north of and parallel to East 75th Street; a line 54.7 feet west of and parallel to South Oglesby Avenue; East 75th Street; and a line 133.9 feet west of and parallel to South Oglesby Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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DESIGNATION OF MORNING STAR BAPTIST CHURCH OF CHICAGO AT 3993 S. DR. MARTIN LUTHER KING, JR. DR. AS CHICAGO LANDMARK.

[O2025-0017338]

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 June 17, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0017338, the historical landmark designation for Morning Star Baptist Church of Chicago located in the 3rd Ward.

Page 1 also contains Document Number SO2024-0010378, the historical landmark designation for St. Adalbert Parish located in the 25th Ward, noting that Alderperson Villegas was recorded as voting "No" on this item.

Page 1 also contains Document Number O2025-0017334, the historical landmark designation for Harris Trust and Savings Bank located at 111 West Monroe Street in the 34th Ward.

Page 1 further contains two fee waivers for landmarked properties in the 1st and 24th Wards.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 7th, 11th, 19th, 21st, 24th, 26th, 27th, 28th, 29th, 31st, 32nd, 34th, 35th, 36th, 37th, 38th, 39th, 46th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 14th, 27th, 32nd, 34th, 36th, 41st, 42nd and 50th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through 2-120-690, the Commission on Chicago Landmarks (the "Commission") has determined that the Morning Star Baptist Church of Chicago (the "Building"), located at 3993 South Dr. Martin Luther King, Jr. Drive, Chicago, Illinois, as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies four criteria for landmark designation as set forth in Section 2-120-620(1), (3), (4) and (5) of the Municipal Code; and

WHEREAS, Morning Star Baptist Church embodies the social history of Bronzeville's development as a "Black Metropolis", serving as a spiritual and community anchor for African Americans who settled in Chicago during a period of significant demographic change; and

WHEREAS, The church's founding is a representation of the cultural heritage of African Americans who arrived in Chicago as part of the Great Migration, and the influence that the movement had on the city, particularly Bronzeville and the South Side; and

WHEREAS, Morning Star Baptist Church exemplifies the critical role that religious institutions played in the history and development of Chicago's neighborhoods in the early to mid-20th century, particularly in supporting and sustaining African American communities; and

WHEREAS, Despite the economic hardships of the Great Depression, in 1936 the congregation purchased the building and commissioned pioneering Black architect Walter Thomas Bailey to transform the utilitarian structure into to a place of worship reflecting the collective economic strength of the congregation; and

WHEREAS, The Morning Star Baptist Church of Chicago has been led by significant pastors, including Reverend Edmund D. Hubbard, who founded the church with a mere 25 members in 1917; Reverend Ira Monroe Hendon, who served as pastor at Morning Star from 1932 to 1958 during the congregation's purchase and renovation of the church in 1937; and Reverend Dr. Luke W. Mingo, who led the congregation through the modernization of the building to its current architectural quality in the 1960s; and

WHEREAS, Morning Star Baptist is also significant for its association with DeLois Barrett Campbell, Billie Mae Barrett Greenbey, and Rodessa Barrett Porter, who formed the nationally significant gospel music trio known as the Barrett Sisters. They were nurtured in the choir at Morning Star Baptist Church and throughout their career returned to perform at the church; and

WHEREAS, Morning Star Baptist Church is a unique example of adaptive reuse in ecclesiastical architecture from the 1930s, transforming from an early 20th century auto garage into a house of worship; and

WHEREAS, The church's renovation from 1963 to 1968 transformed the building's front facade into a modernist design featuring piers that clearly express the structure, smooth wall surfaces, an absence of historic ornament and distinctive dalle de verre stained glass windows; and

WHEREAS, The 1963 to 1968 renovation also completely redesigned the double-height interior vestibule which is richly illuminated by the cobalt blue stained-glass windows; and

WHEREAS, The vestibule features steel-railed stairways and a second-floor walkway leading to the church's Fellowship Hall. Modern and durable finishes are employed within the vestibule, including pale-blue glazed brick, blue and white mosaic tile and hardwood veneer paneling with a varnished finish; and

WHEREAS, The main worship space of the sanctuary is a modern and dignified design from 1963 to 1968. A central aisle leads to a raised platform for the pulpit, baptistry and choir. The ceiling above the aisle is recessed with cove lighting; and

WHEREAS, Columns in the sanctuary are slender to maximize views. Their emphatically modern flared capitals reveal a high degree of design and craftsmanship; and

WHEREAS, Morning Star Baptist Church of Chicago was originally built in 1912 as an auto and truck livery, however that building underwent a significant renovation from 1937 to 1939 that was designed by Walter T. Bailey, the first African American architect registered in Illinois; and

WHEREAS, From 1905 to 1916, Bailey was recruited by Booker T. Washington to lead the Mechanical Industries Department and supervised planning and architectural projects at the Tuskegee Institute; and

WHEREAS, In 1916, Bailey left Tuskegee to open his own architectural practice in Memphis, Tennessee where he made important contacts in the business community through the Knights of Pythias, an African American fraternal organization. In 1925 the organization commissioned Bailey to design the National Pythian Temple in the heart of Bronzeville at 3735 -- 3745 South State Street (1925 -- 1930; demolished 1980), an impressive eight-story building which housed the organization's offices, meeting halls, and rental storefronts and offices; and

WHEREAS, In addition to Morning Star Baptist Church, Bailey was also the architect for the substantial redesign of the First Church of Deliverance in 1939, a former hat factory that he transformed into a striking Streamline Moderne church building. The building is a designated Chicago Landmark; and

WHEREAS, In 1963, the congregation began another major renovation that transformed Morning Star Baptist Church of Chicago into its present form as a manifestation of the Modern Movement in architecture. The renovation was designed by the African American architectural firm of Hunter, Konn & Duster and Associates; and

WHEREAS, Architect Radcliffe Walton Hunter (1931 -- 1998) earned a dual degree in architecture and interior design from the School of the Art Institute of Chicago. He established his own architectural firm on the South Side known as Hunter & Konn which later became known as Hunter & Associates where he practiced until his death in 1998; and

WHEREAS, Hunter was a well-regarded member of the St. Thomas Episcopal Church, the first Black Episcopal congregation in Chicago, at 3801 South Wabash Avenue in the Douglas community. In 1977, Hunter designed the present church for that congregation after their first church burned in 1962. That design bears some similarities with Morning Star Baptist Church in its modernity and use of dalle de verre glass; and

WHEREAS, Architect Charles E. Duster (1929 -- 1991) was employed by Skidmore, Owings and Merrill (SOM) during the 1960s renovation of Morning Star Baptist Church, yet he clearly joined Radcliffe Hunter on the Morning Star project; and

WHEREAS, Duster was the grandson of journalist and civil rights activist Ida Bell Wells and her lawyer, journalist husband, Ferdinand Lee Barnett; and

WHEREAS, In 1956, Duster joined SOM as Architect and Engineer at SOM and would remain at SOM throughout his career working his way up the firm's corporate structure to become Associate and Technical Director; and

WHEREAS, In his career at SOM, Duster contributed to numerous large projects for national corporations, including corporate headquarters, training centers, and research and development laboratories; and

WHEREAS, At SOM, Duster was part of Walter Netsch's studio that focused on smaller scale projects with social emphasis, including university commissions, museums, public housing and religious work; and

WHEREAS, The Building meets four criteria for landmark designation set forth in Section 2-120-620 (1), (3), (4) and (5) of the Municipal Code; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has 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; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

-- All exterior elevations, including rooflines, of the Building.

-- The following major historic interior spaces of the Building:

-- the first-floor entrance vestibule, including its internal stairways and elevated walkways,

-- the main worship space of the sanctuary.

The interior spaces include, but are not limited to, the overall historic spatial volume; historic decorative wall, floor, and ceiling materials, finishes and ornamentation; historic light fixtures; and other historic decorative features.

Specifically excluded as significant features of the interior are furnishings used for worship, including but not limited to, the baptistry, pulpit, pews and organ.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Property.*

Legal Description (subject to final survey and title commitment):

Lots 15, 18 and 19 in Block 5 in Cleaver and Sherman's Subdivision of the north 10 acres of the south 20 acres and the south 10 acres of the north 20 acres in the northwest quarter of the northeast quarter of Section 3-38-14. Blocks 1, 2, 3, 4, and 8 are vacated.

Building Address:

3993 South Dr. Martin Luther King, Jr. Drive
Chicago, Illinois.

Permanent Index Number ("PIN"):

20-03-204-006-0000.

DESIGNATION OF HARRIS TRUST & SAVINGS BANK AT 111 W. MONROE ST. AS CHICAGO LANDMARK.

[O2025-0017334]

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 June 17, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0017338, the historical landmark designation for Morning Star Baptist Church of Chicago located in the 3rd Ward.

Page 1 also contains Document Number SO2024-0010378, the historical landmark designation for St. Adalbert Parish located in the 25th Ward, noting that Alderperson Villegas was recorded as voting "No" on this item.

Page 1 also contains Document Number O2025-0017334, the historical landmark designation for Harris Trust and Savings Bank located at 111 West Monroe Street in the 34th Ward.

Page 1 further contains two fee waivers for landmarked properties in the 1st and 24th Wards.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 7th, 11th, 19th, 21st, 24th, 26th, 27th, 28th, 29th, 31st, 32nd, 34th, 35th, 36th, 37th, 38th, 39th, 46th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 14th, 27th, 32nd, 34th, 36th, 41st, 42nd and 50th Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through 2-120-690, the Commission on Chicago Landmarks (the "Commission") has determined that the Harris Trust & Savings Bank which includes the original 1911 Harris Trust & Savings Bank and a 1960 addition known as the East Tower (together, the "Building"), located at 111 West Monroe Street, Chicago, Illinois, as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies three criteria for landmark designation as set forth in Section 2-120-620(1), (4) and (5) of the Municipal Code; and

WHEREAS, The Building exemplifies the boom in banking in the late nineteenth and early twentieth century that led to Chicago being a prominent American financial center; and

WHEREAS, Harris Trust & Savings Bank and its founder established the idea of buying and selling bonds as a primary business for the bank and sold it to the public; and

WHEREAS, Harris Trust & Savings Bank was a large employer and held major assets in Chicago for the majority of the 20th century. By the 1970s, the bank had amassed over $4 Billion in assets and employed approximately 3,500 people in the Chicago area. In 1984, when it was purchased by the Bank of Montreal, Harris Trust & Savings Bank was the third-largest bank in Chicago; and

WHEREAS, The 1911 portion of the Building is an excellent example of Classical Revival architecture as applied to a skyscraper, influenced by the prominent 1893 World's Fair and the city's innovative approach to taller buildings. It features a tripartite design, monumental engaged pink granite columns, and applied terra cotta ornament; and

WHEREAS, The East Tower, from 1960, is an excellent example of mid-century International Style architecture, influenced by the popularity of modernist architects in the United States. It features a steel structure, glass and metal curtain wall, and an absence of applied ornament; and

WHEREAS, Though the 1911 Harris Bank Building and the 1960 East Tower were not designed in the same style, they are visually integrated at the exterior with aligned floor levels and use of columns. They are also fully integrated at the interior; and

WHEREAS, The 1911 portion of the Building was designed by the prominent firm Shepley, Rutan & Coolidge who were also the architects for other notable works in Chicago including the Art Institute of Chicago (a contributing building to the Historic Michigan Boulevard District) and the Chicago Cultural Center (a Chicago landmark); and

WHEREAS, The 1960 portion of the Building was designed by Chicago-based firm Skidmore, Owings & Merrill, an internationally important firm known for their skyscraper designs. The firm designed other significant buildings in Chicago including the Willis Tower and 875 North Michigan Avenue; and

WHEREAS, Architect Walter A. Netsch was the supervising designer for the East Tower portion of the Building. Netsch was a noted individual designer who spent his career at SOM, working on projects like the Inland Steel Building (a Chicago Landmark) and the U.S. Air Force Academy Cadet Chapel (a National Historic Landmark) for the firm; 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 April 3, 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 of the 1911 Harris Trust & Savings Bank and the 1960 East Tower.

-- The pair of bas relief bronze lion sculptures on the front facade of the 1911 Harris Trust & Savings Bank.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit A.*

Legal Description Of Property:

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of Chicago, Cook County, State of Illinois, bounded and described as follows: Lots 3 and 4 in Block 117 in School Section Addition to Chicago, in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

111 West Monroe Street
Chicago, Illinois.

Permanent Index Numbers ("PINs"):

17-16-211-004;

17-16-211-007:

17-16-211-008; and

17-16-211-010.

DESIGNATION OF ST. ADALBERT PARISH COMPLEX AT 1622 -- 1658 W. 17TH ST. AND 1633 -- 1659 W. 16TH ST. AS CHICAGO LANDMARK.
[SO2024-0010378]

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 June 17, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0017338, the historical landmark designation for Morning Star Baptist Church of Chicago located in the 3rd Ward.

Page 1 also contains Document Number SO2024-0010378, the historical landmark designation for St. Adalbert Parish located in the 25th Ward, noting that Alderperson Villegas was recorded as voting "No" on this item.

Page 1 also contains Document Number O2025-0017334, the historical landmark designation for Harris Trust and Savings Bank located at 111 West Monroe Street in the 34th Ward.

Page 1 further contains two fee waivers for landmarked properties in the 1st and 24th Wards.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 7th, 11th, 19th, 21st, 24th, 26th, 27th, 28th, 29th, 31st, 32nd, 34th, 35th, 36th, 37th, 38th, 39th, 46th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 14th, 27th, 32nd, 34th, 36th, 41st, 42nd and 50th Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

*Nays* -- Alderperson Villegas --1.

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, 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") determined that the St. Adalbert Parish Complex, consisting of the former St. Adalbert Church Building, the former St. Adalbert Rectory Building, the former St. Adalbert Convent Building, and the former St. Adalbert School Building (the "Complex"), located at 1622 -- 1658 West 17th Street and 1633 -- 1659 West 16th Street, in Chicago, Illinois, as legally described in Exhibit A, attached hereto (the "Property"), satisfies four criteria for landmark designation as set forth in Section 2-120-620(1), (4), (5) and (7) of the Municipal Code; and

WHEREAS, The Property encompasses half of a city block and includes the former St. Adalbert Church Building, a large-scale Renaissance Revival church with two 185-foot towers (the "Church Building"), surrounded by low-scale residential and commercial buildings; and

WHEREAS, The Church Building has been a prominent and familiar visual feature of the Pilsen neighborhood for over a century; and

WHEREAS, The Church Building exemplifies Chicago's contribution to the late nineteenth century and early twentieth century architectural revival of grandly scaled Classicism, commonly referred to as the "American Renaissance" and popularized by the World's Columbian Exposition that was held in Chicago in 1893; and

WHEREAS, The Complex, anchored by the Church Building, exemplifies the history of Polish and Mexican immigration and the cultural heritage and influence of these communities in Chicago; and

WHEREAS, The Complex, anchored by the Church Building, exemplifies the critical role that religious institutions played in the history and development of Chicago's neighborhoods in the late nineteenth and early twentieth centuries; and

WHEREAS, The Complex, and especially the Church Building, is a fine example of ecclesiastic architecture, a building type that is significant to the visual character of Chicago's neighborhoods; and

WHEREAS, The Complex includes buildings that are distinctive examples of the Renaissance Revival style, the Church Building being a particularly notable high style example, which is significant to the history and visual character of Chicago's built environment and its ecclesiastic architecture in particular; and

WHEREAS, The Complex, particularly the Church Building, is distinguished by the buildings' quality of design, detail, materials, and craftsmanship, as displayed by features including the ornate facade and twin bell towers, and the use of granite, limestone, and terra cotta detailing; and

WHEREAS, While its components were built separately, the resulting Complex is a cohesive representation of early-twentieth century ecclesiastical architecture. The four buildings are tied together by architectural characteristics and ornament, as well as their functionality; and

WHEREAS, The Church Building and the former St. Adalbert Rectory Building were designed by Henry J. Schlacks, a prolific local architect who specialized in ecclesiastic architecture and was commissioned by the Archdiocese of Chicago to design over two dozen local churches, including such noteworthy examples as: St. Paul Church, St. Boniface Church, St. Mary of the Lake Church, St. Ita Church, and the former St. Clara Church (later, St. Gelasius, a designated Chicago Landmark); and

WHEREAS, Henry J. Schlacks is also known for his work on significant secular designs throughout the country, including three buildings listed in the National Register of Historic Places: the Curtiss Wright Aeronautical University Building in Chicago, Illinois, the Denver and Rio Grande Western Railroad Depot in Colorado, and the Denver and Rio Grande Railroad Station in Utah; and

WHEREAS, On June 6, 2024, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Complex be designated a Chicago Landmark and transmitted to the City Council the Resolution and official record of its proceedings; and

WHEREAS, The City Council, in accordance with Section 2-120-700 of the Municipal Code has given due consideration to the findings recommendations, and record of the Commission and has determined that: (i) the Church Building is the most important building in the Complex to preserve; and (ii) designation of the surrounding buildings in the Complex would prevent a feasible redevelopment plan for the Property to proceed and therefore would lead to further vacancy and neglect and threaten the preservation of the Church Building; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Church 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; 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 Church 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 Church Building are identified as:

-- All exterior elevations, including rooflines and towers, of the former St. Adalbert Church Building. The Church Building's interior is excluded from the significant features.

The following guideline shall also apply:

-- The Commission's review of proposed work shall include new construction within a ten-foot buffer surrounding the Church Building to ensure that such new construction does not have an adverse effect on the significant historical and architectural features of the exterior elevations and rooflines of the Church Building.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Church Building as a Chicago Landmark.

SECTION 5. Any damage to the Church Building arising directly or indirectly from the demolition or renovation of any building in the Complex, or from any new construction on property within the Complex, shall be repaired by the owner of such building or property at such owner's sole cost and expense.

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. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

*Exhibit "A".*

*Property.*

Legal Description Of Property (subject to final survey and title commitment):

Lots 19 to 24, inclusive, and Lots 30 to 44, inclusive, and the vacated east-west alley adjoining the north line of Lots 34 to 39, both inclusive and except therefrom the west seven feet of Lot 34, and the vacated east and west alley adjoining the south line of Lots 18 and 19 and the north line of Lots 40 and 41, and the north 100 feet of the vacated 18-foot north and south alley west of and adjoining Lot 24, in Block 33 in H.H. Walker's Subdivision of Blocks 33, 34, 47 and part of Block 48 in the subdivision of Section 19, Township 39 North, Range 14, lying East of the Third Principal Meridian in Cook County, Illinois.

And

Lots 1 to 4 in the resubdivision of Lots 25 to 29 inclusive (including vacated alley on the south) of Block 33 in H.H. Walker's Subdivision of Blocks 33, 34, 47 and part of Block 48 in the subdivision of Section 19, Township 39 North, Range 14, lying East of the Third Principal Meridian in Cook County, Illinois.

Building Address:

1622 -- 1658 West 17th Street; and
1633 -- 1659 West 16th Street
Chicago, Illinois.

Permanent Index Number ("PIN"):

17-19-403-001-0000.

NOTE: This landmark designation will affect only that portion of the "Property" on which the Church Building at 1650 West 17th Street is located plus a ten-foot buffer (collectively, the "Landmarked Portion of the Property"). The Landmarked Portion of the Property is a portion of PIN 17-19-403-001-0000.

The above legal description describes the entire "Property" and is provided for reference purposes only; it is not intended to affect or burden more than the Landmarked Portion of

the Property. The final legal description for the Landmarked Portion of the Property will be based on a survey of that specific portion of the Property.

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ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 2869 -- 2881 W. CERMAK RD.

[Or2025-0017350]

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 June 17, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0017338, the historical landmark designation for Morning Star Baptist Church of Chicago located in the 3rd Ward.

Page 1 also contains Document Number SO2024-0010378, the historical landmark designation for St. Adalbert Parish located in the 25th Ward, noting that Alderperson Villegas was recorded as voting "No" on this item.

Page 1 also contains Document Number O2025-0017334, the historical landmark designation for Harris Trust and Savings Bank located at 111 West Monroe Street in the 34th Ward.

Page 1 further contains two fee waivers for landmarked properties in the 1st and 24th Wards.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 7th, 11th, 19th, 21st, 24th, 26th, 27th, 28th, 29th, 31st, 32nd, 34th, 35th, 36th, 37th, 38th, 39th, 46th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 14th, 27th, 32nd, 34th, 36th, 41st, 42nd and 50th Wards.

I hereby move for passage of the proposed order transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed order 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may by passage of an appropriate order waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

*Be It Ordered 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 Commissioners of the Departments of Buildings, Finance and Fire, and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

| | |
|---|---|
| Address: | 2869 -- 2881 West Cermak Road ("Property") |
| District/Building: | Apollo's 2000 |

for work generally described as:

interior alterations including 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.

| | |
|---|---|
| Owner: | San Miguel, Incorporated, doing business as Apollo's 2000, in care of Javier Galindo |
| Owner's Address: | 2875 West Cermak Road |
| City, State, Zip: | Chicago, Illinois 60623-3513 |

SECTION 3. The fee waiver authorized by this order shall be effective from May 22, 2025 through September 30, 2025, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

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## ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 1500 N. HOYNE AVE.

[Or2025-0017336]

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 June 17, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0017338, the historical landmark designation for Morning Star Baptist Church of Chicago located in the 3rd Ward.

Page 1 also contains Document Number SO2024-0010378, the historical landmark designation for St. Adalbert Parish located in the 25th Ward, noting that Alderperson Villegas was recorded as voting "No" on this item.

Page 1 also contains Document Number O2025-0017334, the historical landmark designation for Harris Trust and Savings Bank located at 111 West Monroe Street in the 34th Ward.

Page 1 further contains two fee waivers for landmarked properties in the 1st and 24th Wards.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 7th, 11th, 19th, 21st, 24th, 26th, 27th, 28th, 29th, 31st, 32nd, 34th, 35th, 36th, 37th, 38th, 39th, 46th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 14th, 27th, 32nd, 34th, 36th, 41st, 42nd and 50th Wards.

I hereby move for passage of the proposed order transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may by passage of an appropriate order waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

*Be It Ordered 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 Commissioners of the Departments of Buildings, Finance and Fire, and the Zoning Administrator are hereby directed to issue those permits for which approval of

the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

| | |
|---|---|
| Address: | 1500 North Hoyne Avenue ("Property") |
| District/Building: | Wicker Park District |

for work generally described as:

demolition and excavation; 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.

| | |
|---|---|
| Owner: | Wicker Park Lutheran Church, in care of Jason S. Glombicki |
| Owner's Address: | 1500 North Hoyne Avenue |
| City, State, Zip: | Chicago, Illinois 60616 |

SECTION 3. The fee waiver authorized by this order shall be effective from June 1, 2025 through December 31, 2034, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

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## 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 June 17, 2025, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2025-0017338, the historical landmark designation for Morning Star Baptist Church of Chicago located in the 3rd Ward.

Page 1 also contains Document Number SO2024-0010378, the historical landmark designation for St. Adalbert Parish located in the 25th Ward, noting that Alderperson Villegas was recorded as voting "No" on this item.

Page 1 also contains Document Number O2025-0017334, the historical landmark designation for Harris Trust and Savings Bank located at 111 West Monroe Street in the 34th Ward.

Page 1 further contains two fee waivers for landmarked properties in the 1st and 24th Wards.

Moving on, pages 1 through 11 contain various map amendments in the 1st, 2nd, 3rd, 7th, 11th, 19th, 21st, 24th, 26th, 27th, 28th, 29th, 31st, 32nd, 34th, 35th, 36th, 37th, 38th, 39th, 46th, 49th and 50th Wards.

Lastly, page 12 contains various large signs over 100 square feet in area and 24 feet above grade in the 14th, 27th, 32nd, 34th, 36th, 41st, 42nd and 50th Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,
*Vice-Chair.*

On motion of Alderperson Lawson, 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, Hadden, Silverstein -- 50.

*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):

*2801 N. Damen Ave.*

[Or2024-0017352]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Baljit Gakhal
(* 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: 2801 North Damen Avenue, Chicago, Illinois 60618

Zoning District: B3-2

DOB Sign Permit Application Number: 101068546

Sign Details:

1. On-premises: __X__ 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, 3 feet, 0 inches; height, 168 feet, _____ inches

   Total square feet in area: 504 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 Tap, 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.

*2658 W. Devon Ave.*

[Or2025-0017308]

*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: 101066929

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: _____ Or Dynamic-image display sign: __X__
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&O 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.

*720 N. Franklin St.*

[Or2025-0017365]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Stonepeak
(* 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: 720 North Franklin Street, Chicago, Illinois 60654

Zoning District: Planned Development Number 500

DOB Sign Permit Application Number: 101068065

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: BACP2066002
5. Dimensions: length, 12 feet, 2 inches; height, 1 foot, 8 inches

   Total square feet in area: 20 feet, _____ inches
6. Height above grade: 50 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): East
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.

*1801 W. Fullerton Ave.*

[Or2025-0017273]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Urban Air
(* 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: 1801 West Fullerton Avenue, Chicago, Illinois 60614

Zoning District: Planned Development Number 619

DOB Sign Permit Application Number: 101068566

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, 34 feet, _____ inches; height, 6 feet, 7 inches

   Total square feet in area: 224 feet, _____ inches
6. Height above grade: 38 feet, _____ inches
7. Elevation (side of building or lot where the sign will be erected): Northeast
8. Name of Sign Contractor/Erector: Parvin-Clauss

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.

*4014 W. Grand Ave.*
(Permit No. 101067981)

[Or2025-0017543]

*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: 4014 West Grand Avenue, Chicago, Illinois 60651

Zoning District: C1-1

DOB Sign Permit Application Number: 101067981

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP2065258
5. Dimensions: length, 16 feet, 0 inches; height, 8 feet, 1 inch

   Total square feet in area: 129 feet, _____ inches
6. Height above grade: 23 feet, 1 inch to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): South (West Grand Avenue)
8. Name of Sign Contractor/Erector: Integrity Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*4014 W. Grand Ave.*
(Permit No. 101067982)

[Or2025-0017544]

*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: 4014 West Grand Avenue, Chicago, Illinois 60651

Zoning District: C1-1

DOB Sign Permit Application Number: 101067982

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): Yes

   If yes, Public Way Use Number: BACP2065258
5. Dimensions: length, 10 feet, 6 inches; height, 6 feet, 5 inches

   Total square feet in area: 67 feet
6. Height above grade: 23 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 Pulaski Road)
8. Name of Sign Contractor/Erector: Integrity Sign Company

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

*6359 W. Grand Ave.*

[Or2025-0018195]

*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: __X__ 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.

*400 S. Jefferson St.*
(Permit No. 101068478)

[Or2025-0017426]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: The Chicago School
(* 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: 400 South Jefferson Street, Chicago, Illinois 60607

Zoning District: DX-7

DOB Sign Permit Application Number: 101068478

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 15 feet, 4 inches; height, 9 feet, 2 inches

   Total square feet in area: 141 feet, _____ inches
6. Height above grade: 93 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.

*400 S. Jefferson St.*
(Permit No. 101068479)

[Or2025-0017427]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: The Chicago School
(* 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: 400 South Jefferson Street, Chicago, Illinois 60607

Zoning District: DX-7

DOB Sign Permit Application Number: 101068479

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 15 feet, 5 inches; height, 9 feet, 4 inches

   Total square feet in area: 141 feet, _____ inches
6. Height above grade: 80 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.

*1400 N. Kingsbury St.*

[Or2025-0017467]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Core Spaces 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: 1400 North Kingsbury Street, Chicago, Illinois 60642

Zoning District: C3-5

DOB Sign Permit Application Number: 101069382

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, 10 feet, 0 inches; height, 3 feet, 0 inches

   Total square feet in area: 30 feet
6. Height above grade: 42 feet, __0__ inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): East (North Kingsbury Street)
8. Name of Sign Contractor/Erector: Ferndale Construction, 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.

*3215 N. Lincoln Ave.*

[Or2025-0017437]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Bank of America
(* 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: 3215 North Lincoln Avenue, Chicago, Illinois 60656

Zoning District: B1-3

DOB Sign Permit Application Number: 101069214

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, 7 feet, 0 inches; height, 3 feet, 9 inches

   Total square feet in area: 26 feet, 6 inches
6. Height above grade: 23 feet, 5 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Olympik 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.

*10000 W. O'Hare Airport (836 Patton Dr.)*

[Or2025-0017547]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Korean Air
(* 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: 10000 West O'Hare Airport (836 Patton Drive), Chicago, Illinois 60666

Zoning District: 0

DOB Sign Permit Application Number: 101068719

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: __X__ Or Dynamic-image display sign: _____
3. Number of sign faces: __1__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 35 feet, 11 inches; height, 5 feet, 6 inches

   Total square feet in area: 198 feet
6. Height above grade: 35 feet, 6 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: Integrity Sign Company (TGC104482)

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.

*4444 S. Pulaski Rd.*

[Or2025-0017541]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: Vicinity
(* 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: 4444 South Pulaski Road, Chicago, Illinois 60632

Zoning District: B3-1

DOB Sign Permit Application Number: 101056268

Sign Details:

1. On-premises: __X__ Or Off-premises: _____
2. Static sign: _____ Or Dynamic-image display sign: __X__
3. Number of sign faces: __2__
4. Projecting over the public way (Yes or No): No

   If yes, Public Way Use Number: _____
5. Dimensions: length, 16 feet, 1 inch; height, 21 feet, 11 inches

   Total square feet in area: 352 feet, 0 inches
6. Height above grade: 26 feet, 11 inches
7. Elevation (side of building or lot where the sign will be erected): North/East
8. Name of Sign Contractor/Erector: Lamber Sign Solutions

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.

*54 E. Walton St.*

[Or2025-0017367]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant*: KITH Retail 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: 54 East Walton Street, Chicago, Illinois 60611

Zoning District: DX-7

DOB Sign Permit Application Number: 101068259

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: BACP2068016
5. Dimensions: length, 6 feet, 6 inches; height, 6 feet, 6 inches

   Total square feet in area: 42 feet, 3 inches
6. Height above grade: 28 feet, 2 inches
7. Elevation (side of building or lot where the sign will be erected): South Elevation
8. Name of Sign Contractor/Erector: Signco, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of

the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

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**JOINT COMMITTEE.**

**COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY**

**AND**

**COMMITTEE ON HEALTH AND HUMAN RELATIONS.**

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CALL FOR HEARINGS ON IMPACT AND REDUCTION OF SINGLE-USE PLASTICS IN CHICAGO.

[R2023-0002936]

A Joint Committee, comprised of the members of the Committee on Environmental Protection and Energy and the members of the Committee on Health and Human Relations submitted the following report:

CHICAGO, April 2, 2025.

*To the President and Members of the City Council:*

Your Joint Committee on Environmental Protection and Energy and the Committee on Health and Human Relations, having had a hearing for the re-referral of item R2023-0002936, concerning a call for a hearing on the impact and reduction of single-use plastics in Chicago, having the matter under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution as transmitted herewith.

The recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on April 2, 2025.

Sincerely,

(Signed) MARIA E. HADDEN,
*Committee on Environmental Protection and Energy,*
*Chair.*

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
*Committee on Health and Human Relations,*
*Chair.*

On motion of Alderperson Hadden, 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, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The world is currently enduring a climate crisis with extraordinary implications for people -- particularly those from historically marginalized communities -- wildlife, and ecosystems across the globe; and

WHEREAS, The Chicago City Council passed a resolution in February 2020, declaring a state of climate emergency that threatens the health and well-being of Chicago's residents and environment; and

WHEREAS, The extraction of fossil fuels and the attendant production, use, and disposal of plastics contribute significantly to the growing climate crisis and present environmental justice challenges; and

WHEREAS, Single-use plastics are used by numerous Chicago food establishments for both in-house dining and take-out food service, as well as in the excessive packaging of foods at grocery stores; and

WHEREAS, Approximately five percent of post-consumer plastic is currently being recycled in the United States, and plastics that are recycled have limited utility beyond any initial recycling efforts; and

WHEREAS, It frequently takes centuries for plastics to break down into microplastics and nano plastics, which are found in increasing levels in soil, groundwater, and oceans throughout the world, as well as in animals, birds, plants, and humans; and

WHEREAS, Plastic food products may contain thousands of chemicals whose health risks are untested and that can damage our endocrine, immune, neurological, and reproductive systems after entering the human body; and

WHEREAS, The fossil fuel industry is expected to triple production of plastics by 2050 World Economic Forum, as plastic production is commonly seen as a new source of income with diminishing uses of fuel; and

WHEREAS, The burden of the disposal of single-use plastics is currently borne disproportionately by taxpayers and municipalities that are already overwhelmed with solid waste disposal; and

WHEREAS, The Illinois Environmental Protection Agency recently estimated that the Chicago Metro Area could run out of available landfill space by 2030; and

WHEREAS, Existing corporate, government, and community infrastructure and policies are unable to adequately address the acute and growing challenges that plastics pose; now, therefore,

*Be It Resolved*, That we, the members of the City Council for the City of Chicago, do hereby call on the Committee on Environmental Protection and Energy to hold a hearing on the impacts of single-use plastics on Chicago environment, and on the steps that can be taken to reduce the use of single-use plastics in Chicago public and private sectors.

## *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, Hadden, Silverstein -- 50.

*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 HOPKINS (2nd Ward):***

*CONGRATULATIONS EXTENDED TO DEBRA BRASH ON RETIREMENT FROM HYATT HOTELS.*

[R2024-0018014]

WHEREAS, Debra Brash is retiring on June 13, 2025, after 26 years of distinguished service with Hyatt Hotels; and

WHEREAS, The City of Chicago has been notified of Debra's retirement by the Honorable Brian Hopkins, Alderperson of the 2nd Ward; and

WHEREAS, Debra began her career with Hyatt in October 1999 at Hyatt Deerfield and continued her journey in April 2011 at Hyatt Regency Chicago, consistently demonstrating professionalism, leadership, and dedication throughout her tenure; and

WHEREAS, Debra is a proud graduate of the University of Illinois, where she earned a degree in business administration, laying the foundation for her successful career in hospitality and event management; and

WHEREAS, Debra's outstanding contributions were recognized at the highest level when she was named Hyatt Hotels Director of Events of the Year for 2024, a testament to her excellence and impact within the organization; and

WHEREAS, Beyond her professional accomplishments, Debra is a devoted mother to two children, Matthew and Stephanie, and a loving grandmother to three grandchildren, finding balance and joy in both her family and her career; and

WHEREAS, Debra's legacy at Hyatt Hotels will be remembered for her commitment to excellence, mentorship of colleagues, and the positive influence she has had on countless guests and team members; and

WHEREAS, Debra's contributions are not limited to Hyatt, but have contributed to the greater success and reputation of the City of Chicago as a premier hospitality destination; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of June, 2025, extend our sincere appreciation and heartfelt congratulations to Debra Brash on the occasion of her retirement, with best wishes for health, happiness and continued fulfillment in the years ahead; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Debra Brash as a sign of our honor and respect.

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*DECLARATION OF AUGUST 8, 2025 AS "PATRICK KANE DAY" IN CHICAGO.*
[R2025-0018018]

WHEREAS, August 8, 2025 marks a significant milestone in Patrick Kane's career,

providing an opportunity to honor his contributions to the sport of hockey and the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Brian Hopkins, Alderperson of the 2nd Ward; and

WHEREAS, Patrick Kane, a native of Buffalo, New York, was selected first overall by the Chicago Blackhawks in the 2007 NHL Draft and made an immediate impact on the organization and the city; and

WHEREAS, Over the course of his illustrious career, Kane has become one of the most accomplished and beloved athletes in Chicago sports history and greatest American-born player in NHL history, earning numerous accolades including three Stanley Cup championships (2010, 2013, 2015), the 2016 Hart Memorial Trophy as the NHL's Most Valuable Player, two Olympic Games appearances with Team USA (2010, 2014), the 2008 Calder Memorial Trophy as the rookie of the year, two and multiple All-Star selections; and

WHEREAS, Kane's exceptional skill, vision, and playmaking ability have set new standards for excellence in the sport of hockey, inspiring countless fans and young athletes in the Chicago area and beyond; and

WHEREAS, Patrick Kane remains an active player in the National Hockey League, continuing to compete at an elite level and serve as an inspiration to fans and young athletes alike; and

WHEREAS, Kane continues to call Chicago his permanent home and his dedication to community service, charitable endeavors, and his role as a positive ambassador for the city have further endeared him to the people of Chicago; and

WHEREAS, The City of Chicago extends its heartfelt gratitude to Patrick Kane for his dedication, leadership, and unwavering commitment to excellence as he continues his professional playing career and life beyond the game of hockey; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of June, 2025, do hereby declare August 8, 2025, as "Patrick Kane Day" in the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Patrick Kane as a token of our honor and respect.

*Presented By*

***ALDERPERSON HOPKINS (2nd Ward) And***
***ALDERPERSON LAWSON (44th Ward):***

*TRIBUTE TO LATE CHILLI PEPPER.*

[R2025-0017885]

WHEREAS, The City of Chicago and the world have lost an iconic trailblazer, artist, advocate, and beloved member of our community with the passing of Chilli Pepper, who died peacefully at her home on September 11, 2024, following a courageous battle with cancer; and

WHEREAS, The Chicago City Council has been informed of Chilli's passing by the Honorable Brian Hopkins, Alderperson of the 2nd Ward; and

WHEREAS, Born in Santiago, Chile, Chilli arrived in Chicago as a teenager, where she would soon launch a groundbreaking and legendary career in what she proudly called "female impersonation", referring to her stage persona as her "cartoon", and forever changing the landscape of drag performance and LGBTQ+ visibility; and

WHEREAS, Chilli captivated Chicago audiences beginning in the 1970s at the iconic Baton Show Lounge, where she performed for nearly four decades as part of the longest-running drag show in the United States, and was crowned Miss Gay Chicago in 1974 and the inaugural Miss Continental in 1980; and

WHEREAS, Long before mainstream society acknowledged or accepted LGBTQ+ identities, Chilli fearlessly occupied public stages and national television screens, appearing on "The Oprah Winfrey Show", "Donahue", "Jerry Springer", and WGN-TV, becoming a prominent and courageous voice during the height of the AIDS crisis; and

WHEREAS, Chilli used her platform and fame to raise awareness of HIV/AIDS at a time when federal leaders failed to acknowledge the crisis, helping to educate and mobilize Chicagoans and the broader American public through media appearances and public advocacy, often reminding us, "If you don't say it, nobody else is going to say it"; and

WHEREAS, Chilli was inducted into the Chicago LGBT Hall of Fame in 2007, a testament to her decades of visibility, activism, and influence, serving as an ambassador for the LGBTQ+ community and a living symbol of resilience and unapologetic artistry; and

WHEREAS, GLAAD, the world's largest LGBTQ+ media advocacy organization, hailed Chilli as "a symbol of strength, unapologetically herself, embodying the belief that diversity must be celebrated and understood [and] she has inspired generations with her fierce spirit, reminding us that authenticity is the greatest form of activism"; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby celebrate the extraordinary life, legacy, and immense contributions of Chilli Pepper, and honor her as a Chicago institution whose impact transcends performance and advocacy; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the friends and family of Chilli Pepper as a symbol of the City of Chicago's gratitude and respect for a true legend who brought brilliance, strength, and change to our city and far beyond.

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*Presented By*

***ALDERPERSON DOWELL (3rd Ward),***
***ALDERPERSON ROBINSON (4th Ward) And***
***ALDERPERSON TAYLOR (20th Ward):***

*DECLARATION OF AUGUST 9, 2025 AS "BUD BILLIKEN DAY" IN CHICAGO.*
[R2025-0017913]

WHEREAS, The Annual Chicago Defender Charities Bud Billiken® Parade and Picnic has celebrated the rich history, culture and accomplishments of Black Chicago, while also bringing together families and community; and

WHEREAS, Chicago Defender Charities, Inc., longtime producer of the historic back-to-school parade, has remained committed to promoting Black joy, unity and enrichment, as well as education and child and career development; and

WHEREAS, This year, the Annual Bud Billiken® Parade and Picnic will celebrate 96 years as one of Chicago's prestigious Black legacy events, with an honorable tradition as the oldest and largest African American parade in the United States, spanning generations; and

WHEREAS, Organizations like Chicago Defender Charities, Inc. lead by example in supporting Black communities through relief funds, scholarships and special events, including showcases and parades, fostering financial and spiritual re-investment; and

WHEREAS, This year, the 96th Annual Bud Billiken® Parade will air on August 9, 2025, marking the start of the back-to-school season and another school year of City service to students, families and school communities; now, therefore,

*Be It Resolved*, That the City Council of the City of Chicago, assembled this 18th day of June 2025, do hereby proclaim August 9, 2025, to be "Bud Billiken® Day" in Chicago, and encourage all Chicagoans to participate in this tradition as we continue celebrating the soul of Chicago and preparing for a successful and prosperous school year; and

*Be It Further Resolved*, That a copy of this resolution be transmitted to the Chicago Defender Charities, Inc. and to the relevant community organizations sponsoring the Bud Billiken® Day Parade and Picnic.

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*Presented By*

***ALDERPERSON HALL (6th Ward):***

*CONGRATULATIONS EXTENDED TO NA TASHA ABBEY AND KIDS "R" PEOPLE TOO! DAYCARE ON 20TH ANNIVERSARY.*

[R2025-0017642]

WHEREAS, NaTasha Abbey, a devoted childcare provider with over 25 years of experience, founded Kids "R" People Too! daycare in 2005 with a mission to provide children with a nurturing, loving, and academically enriching environment; and

WHEREAS, For the past 20 years, Kids "R" People Too! has been more than just a daycare -- it has been a foundational space where children are valued not only as people but as our future, and where their individuality is honored and celebrated; and

WHEREAS, NaTasha Abbey's commitment to shaping bright, articulate, polite, creative, and well-rounded individuals has impacted the lives of countless families throughout the community; and

WHEREAS, The home-based setting of Kids "R" People Too! offers a comforting and familiar environment that enhances learning, while maintaining the professionalism, curriculum, and excellence of a top-tier childcare institution; and

WHEREAS, Over two decades, Kids "R" People Too! has stood out as a trusted and loving place where children can grow, thrive, and prepare for a lifetime of success; and

WHEREAS, On August 2, 2025, Kids "R" People Too! will celebrate its 20th anniversary, marking a significant milestone of dedication, excellence, and unwavering service to children and families in the community; now, therefore,

*Be It Resolved*, That we recognize and celebrate the 20th anniversary of Kids "R" People Too! daycare and honor NaTasha Abbey for her outstanding contributions to early childhood education. Her commitment to the development and well-being of our youngest citizens serves as an inspiring example of community care, leadership, and love.

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*Presented By*

***ALDERPERSON HARRIS (8th Ward):***

*CONGRATULATIONS EXTENDED TO SHEILA A. BOOKER ON 65TH BIRTHDAY.*
[R2025-0017952]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sheila A. Booker 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 Sheila A. Booker on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sheila A. Booker 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 18th of June 2025, do hereby congratulate Sheila A. Booker on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Sheila A. Booker 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 Sheila A. Booker in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO MARY J. BRISTER ON 95TH BIRTHDAY.*
[R2025-0017956]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary J. Brister in honor of her 95th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Mary J. Brister on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary J. Brister 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 18th of June 2025, do hereby congratulate Mary J. Brister on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Mary J. Brister for her continued good health, happiness and success following this, her 95th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mary J. Brister in honor of her 95th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO KAMETRIA BURNETT ON 65TH BIRTHDAY.*
[R2025-0017957]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kametria Burnett 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 Kametria Burnett on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kametria Burnett 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 18th of June 2025, do hereby congratulate Kametria Burnett on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Kametria Burnett 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 Kametria Burnett in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO LUVENIA CHANDLER ON 75TH BIRTHDAY.*
[R2025-0017982]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Luvenia Chandler 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 Luvenia Chandler on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Luvenia Chandler 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 18th of June 2025, do hereby congratulate Luvenia Chandler on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Luvenia Chandler 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 Luvenia Chandler in honor of her 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO ROMMY COE ON 70TH BIRTHDAY.*

[R2025-0017958]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rommy Coe 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 Rommy Coe on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rommy Coe 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 18th of June 2025, do hereby congratulate Rommy Coe on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Rommy Coe 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 Rommy Coe in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO AUDREY W. COOPER-STANTON ON 80TH BIRTHDAY.*

[R2025-0017959]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Audrey W. Cooper-Stanton 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 Audrey W. Cooper-Stanton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Audrey W. Cooper-Stanton 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 18th of June 2025, do hereby congratulate Audrey W. Cooper-Stanton on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Audrey W. Cooper-Stanton 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 Audrey W. Cooper-Stanton in honor of her 80th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO KOBENR CROWLEY II ON 90TH BIRTHDAY.*

[R2025-0017961]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kobenr Crowley II in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Kobenr Crowley II on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kobenr Crowley II 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 18th of June 2025, do hereby congratulate Kobenr Crowley II on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Kobenr Crowley II for his continued good health, happiness and success following this, his 90th birthday; and

*Be It Further Resolved,* That a suitable copy of this resolution be presented to Kobenr Crowley II in honor of his 90th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO GLORIA FRANKLIN ON 70TH BIRTHDAY.*
[R2025-0017962]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gloria Franklin 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 Gloria Franklin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gloria Franklin 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 18th of June 2025, do hereby congratulate Gloria Franklin on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Gloria Franklin 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 Gloria Franklin in honor of her 70th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JOE T. FREEMAN ON 75TH BIRTHDAY.*
[R2025-0017963]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joe T. Freeman 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 Joe T. Freeman on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joe T. Freeman 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 18th of June 2025, do hereby congratulate Joe T. Freeman on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Joe T. Freeman 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 Joe T. Freeman in honor of his 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO KARLA A. GARNER ON 65TH BIRTHDAY.*
[R2025-0017964]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Karla A. Garner 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 Karla A. Garner on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Karla A. Garner 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 18th of June 2025, do hereby congratulate Karla A. Garner on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Karla A. Garner 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 Karla A. Garner in honor of her 65th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO DEBORAH V. MC KINNEY ON 75TH BIRTHDAY.*

[R2025-0017965]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Deborah V. McKinney 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 Deborah V. McKinney on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Deborah V. McKinney 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 18th of June 2025, do hereby congratulate Deborah V. McKinney on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Deborah V. McKinney 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 Deborah V. McKinney in honor of her 75th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO DEBORAH MOORE ON 70TH BIRTHDAY.*
[R2025-0017966]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Deborah Moore 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 Deborah Moore on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Deborah Moore 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 18th of June 2025, do hereby congratulate Deborah Moore on the occasion of her birthday; and

*Be It Further Resolved,* That we extend our most heartfelt wishes to Deborah Moore 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 Deborah Moore in honor of her 70th birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO YVONNE M. NEAL ON 75TH BIRTHDAY.*
[R2025-0017967]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yvonne M. Neal 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 M. Neal on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Yvonne M. Neal 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 18th of June 2025, do hereby congratulate Yvonne M. Neal on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Yvonne M. Neal 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 M. Neal in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CARLOS MOSE NGOUH ON 75TH BIRTHDAY.*

[R2025-0017968]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carlos Mose Ngouh 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 Carlos Mose Ngouh on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carlos Mose Ngouh 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 18th of June 2025, do hereby congratulate Carlos Mose Ngouh on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Carlos Mose Ngouh 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 Carlos Mose Ngouh in honor of his 75th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO PAMELA JEAN PLEASANT-GIBSON ON 65TH BIRTHDAY.*

[R2025-0017969]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pamela Jean Pleasant-Gibson 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 Pamela Jean Pleasant-Gibson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Pamela Jean Pleasant-Gibson 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 18th of June 2025, do hereby congratulate Pamela Jean Pleasant-Gibson on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Pamela Jean Pleasant-Gibson 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 Pamela Jean Pleasant-Gibson in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MONROE RICHARDSON ON 70TH BIRTHDAY.*

[R2025-0017970]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Monroe Richardson 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 Monroe Richardson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Monroe Richardson 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 18th of June 2025, do hereby congratulate Monroe Richardson on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Monroe Richardson 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 Monroe Richardson in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CHERYL A. SCOTT ON 65TH BIRTHDAY.*

[R2025-0017971]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryl A. Scott in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Cheryl A. Scott on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cheryl A. Scott 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 18th of June 2025, do hereby congratulate Cheryl A. Scott on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Cheryl A Scott for her continued good health, happiness and success following this, her 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Cheryl A. Scott in honor of her 65th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO CHERYL C. STRONG ON 80TH BIRTHDAY.*
[R2025-0017972]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryl C. Strong 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 Cheryl C. Strong on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cheryl C. Strong 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 18th of June 2025, do hereby congratulate Cheryl C. Strong on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Cheryl C. Strong 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 Cheryl C. Strong in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO LEAH SULLIVAN ON 65TH BIRTHDAY.*
[R2025-0017973]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Leah Sullivan 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 Leah Sullivan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Leah Sullivan 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 18th of June 2025, do hereby congratulate Leah Sullivan on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Leah Sullivan 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 Leah Sullivan in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO SYLVIA ANN THOMASON ON 65TH BIRTHDAY.*

[R2025-0017974]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sylvia Ann Thomason 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 Sylvia Ann Thomason on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sylvia Ann Thomason 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 18th of June 2025, do hereby congratulate Sylvia Ann Thomason on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Sylvia Ann Thomason 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 Sylvia Ann Thomason in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO BRIAN A. TRIMBLE ON 65TH BIRTHDAY.*

[R2025-0017975]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brian A. Trimble in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Brian A. Trimble on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Brian A. Trimble 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 18th of June 2025, do hereby congratulate Brian A. Trimble on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Brian A. Trimble for his continued good health, happiness and success following this, his 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Brian A. Trimble in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO HEBRERT L. WILSON, JR. ON 85TH BIRTHDAY.*

[R2025-0017976]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hebrert L. Wilson, Jr. in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Hebrert L. Wilson, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Hebrert L. Wilson, Jr. belongs to our 8th Ward senior community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025, do hereby congratulate Hebrert L. Wilson, Jr. on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Hebrert L. Wilson, Jr. for his continued good health, happiness and success following this, his 85th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Hebrert L. Wilson, Jr. in honor of his 85th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO LELIA CHARLOTTE WILSON ON 80TH BIRTHDAY.*

[R2025-0017977]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lelia Charlotte Wilson 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 Lelia Charlotte Wilson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lelia Charlotte Wilson 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 18th of June 2025, do hereby congratulate Lelia Charlotte Wilson on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Lelia Charlotte Wilson 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 Lelia Charlotte Wilson in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JAMES E. YORK ON 80TH BIRTHDAY.*

[R2025-0017978]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James E. York in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to James E. York on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James E. York 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 18th of June 2025, do hereby congratulate James E. York on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to James E. York for his continued good health, happiness and success following this, his 80th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to James E. York in honor of his 80th birthday as a token of our esteem and good wishes.

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*Presented By*

***ALDERPERSON CHICO (10th Ward):***

*CONGRATULATIONS EXTENDED TO CITY OF ANTWERP ON 40TH ANNIVERSARY OF MARITIME COMMERCE AND INTERNATIONAL COLLABORATION WITH CITY OF CHICAGO AND DECLARATION OF MAY 22, 2025 AS "NATIONAL MARITIME DAY" IN CHICAGO.*

[R2025-0017762]

WHEREAS, National Maritime Day, observed annually on May 22nd, was established by the United States Congress in 1933 to honor the critical role of the maritime industry and the courageous merchant mariners who have supported our nation in times of peace and war; and

WHEREAS, The City of Chicago, through the Illinois International Port District, is a proud hub of maritime commerce and a gateway to global trade, contributing significantly to the economic vitality of the Midwest, the nation and the global economy; and

WHEREAS, This year marks the 40th anniversary of the historic 1985 City of Antwerp Proclamation, which recognized the Illinois International Port District's steadfast commitment to fostering international maritime trade, and celebrated the beginning of a deep and enduring partnership between the Port of Chicago and the Port of Antwerp; and

WHEREAS, The Port of Antwerp has long been one of Europe's leading maritime centers, and its collaboration with the Illinois International Port District has advanced shared goals of innovation, sustainability, and global connectivity; and

WHEREAS, The City of Chicago acknowledges the importance of such global partnerships in strengthening economic development, cultural exchange, and international diplomacy; and

WHEREAS, The Illinois International Port District continues to serve as a vital link in our nation's transportation network, enhancing the City of Chicago's leadership in global logistics and trade; now, therefore,

*Be It Resolved*, That we, the mayor and members of the Chicago City Council, gathered here on this 18th of June 2025, do hereby congratulate the City of Antwerp on their 40th anniversary; and

*Be It Further Resolved*, That we extend our heartfelt wishes to the City of Antwerp on their 40th anniversary and do hereby proclaim May 22, 2025, as "National Maritime Day" in the City of Chicago and with great appreciation for the Illinois International Port Districts Leadership and dedication to advancing maritime commerce and international collaboration; and

*Be It Further Resolved*, That a suitable copy of this resolution to be presented to National Maritime as a sign of our appreciation and esteem.

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*Presented By*

***ALDERPERSON QUINN (13th Ward):***

*TRIBUTE TO LATE MATTHEW L. BOCHENEK.*

[R2025-0017960]

WHEREAS, God, in His infinite wisdom, has called Matthew L. Bochenek to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Matthew L. Bochenek, 44, of Chicago, passed away on June 2, 2025. Beloved Husband of Lauren, nee Lopez, his soulmate of 27 years; loving father of Ella and Vivian; cherished son of Paul and Barbara; dear brother of Roseanne (William) Conrad;

brother-in-law of Lisa (Tony) Lopez Delgadillo; proud uncle of Kailey and Aiden Conrad, Gabriel and Analise Lopez-Viernes, and Jacob and Ava Delgadillo; and friend of many; and

WHEREAS, Matt was a proud graduate of De La Salle High School and The University of Chicago. He went on to become the CEO of Avant. Above all, Matthew was a proud father, devoted husband, beloved son, brother, uncle, friend, and respected businessman. Matthew led with strength, compassion, patience, and unwavering character. His presence brought respect and friendship, his words brought clarity, and his actions inspired all who knew him; and

WHEREAS, Matt exemplified leadership, integrity, compassion, drive and unwavering commitment to his family, daughters and their talents including sports, academics and overall character; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 18th day of June 2025, hereby express our sorrow on the death of Matthew L. Bochenek and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Matthew L. Bochenek.

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*TRIBUTE TO LATE NANCY J. HAYES.*

[R2025-0017954]

WHEREAS, God, in His infinite wisdom, has called Nancy J. Hayes to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Nancy J. Hayes (nee Hayes) passed into eternal life on May 22, 2025. Loving wife of Jerry (retired, CFD) for 59 years; devoted mother of Kelly (Jeff) Kuenstler, Terese (Bill, CFD) Arvesen, and Joann (Vince) Winters; proud grandma of Drew, Molly (Patrick) Rice, Zack, Abby, Grace, Kelly, Colleen, Emily, and Mikey; beloved sister of Patrick (Denise) Hayes, late Jim (Patti) Hayes, Ed Hayes, and the late Rich Hayes; dear sister-in-law of the late Tom (late Carol) Hayes, and the late Mary Ann Hayes; and cherished aunt, cousin, and friend to many; and

WHEREAS, Nancy J. Hayes leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 18th day of June 2025, hereby express our sorrow on the death of Nancy J. Hayes and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Nancy J. Hayes.

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*TRIBUTE TO LATE KATHLEEN J. VITALE-BALUK.*

[R2025-0017953]

WHEREAS, God, in His infinite wisdom, has called Kathleen J. Vitale-Baluk to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Kathleen J. Vitale-Baluk, age 77, passed away on May 21, 2025; and

WHEREAS, Kathleen Vitale-Baluk "Kathy", beloved wife of Frank Baluk, passed away surrounded by the love of her family. Adoring mother to Keith (Christine) Vitale; also survived by her children through marriage Katie (Tom) Raschka, Joey Baluk, and Jennifer (Anthony) Bertucci; and

WHEREAS, A proud grandmother, Kathy's spirit and love lives on in her grandchildren who brought joy into her life: Francesca, Jude, Adam, Ryan, Owen, Zachary, Vinny, and Lexi; and

WHEREAS, Kathy was the beloved daughter of the late Chester and Frances O'Neil, and loving sister of the late Bernard, William, Timothy, and Peggy (Robert) Havelka; and

WHEREAS, Kathy will be fondly remembered by her extended family and many friends for her warmth, endless laughs, and unwavering spirit; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 18th day of June 2025, hereby express our sorrow on the death of Kathleen J. Vitale-Baluk and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Kathleen J. Vitale-Baluk.

*Presented By*

***ALDERPERSON LOPEZ (15th Ward):***

*CONGRATULATIONS EXTENDED TO HAQQ ABUL ON 75TH BIRTHDAY.*

[R2025-0018041]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Haqq Abul in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Haqq Abul on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Haqq Abul has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Haqq Abul for his continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Haqq Abul in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ROBERT AGUILAR, SR. ON 70TH BIRTHDAY.*

[R2025-0018009]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert Aguilar, Sr. in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Robert Aguilar, Sr. on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Robert Aguilar has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Robert Aguilar, Sr. for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Robert Aguilar, Sr. in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JEFFREY ALLEN ON 70TH BIRTHDAY.*
[R2025-0018010]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jeffery Allen in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Jeffery Allen on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Jeffery Allen has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Jeffery Allen for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Jeffery Allen in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO SHEILA ANDREWS ON 75TH BIRTHDAY.*
[R2025-0018040]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sheila Andrews in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Sheila Andrews on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Sheila Andrews has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Sheila Andrews for her continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Sheila Andrews in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MAUREEN CALDWELL ON 80TH BIRTHDAY.*

[R2025-0018043]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maureen Caldwell in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Maureen Caldwell on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Maureen Caldwell has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Maureen Caldwell for her continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Maureen Caldwell in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DANNY CANCHOLA ON 70TH BIRTHDAY.*
[R2025-0018012]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Danny Canchola in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Danny Canchola on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Danny Canchola has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Danny Canchola for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,*, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Danny Canchola in honor of his 70th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO MARIA CARDENAS ON 80TH BIRTHDAY.*
[R2025-0018047]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Cardenas in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Maria Cardenas on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Maria Cardenas has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Maria Cardenas for her continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Maria Cardenas in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RICHARD CREAGH ON 75TH BIRTHDAY.*
[R2025-0018039]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Richard Creagh in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Richard Creagh on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Richard Creagh has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Richard Creagh for his continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Richard Creagh in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO DOLLY DELFIERRO ON 65TH BIRTHDAY.*
[R2025-0017989]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dolly Delfierro in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Dolly Delfierro on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Dolly Delfierro now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Dolly Delfierro for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Dolly Delfierro in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MELFORD DUNN ON 70TH BIRTHDAY.*

[R2025-0018015]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Melford Dunn in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Melford Dunn on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Melford Dunn has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Melford Dunn for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Melford Dunn in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ROBERTO DURAN ON 70TH BIRTHDAY.*
[R2025-0018016]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roberto Duran in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Roberto Duran on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Roberto Duran has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Roberto Duran for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Roberto Duran in honor of his 70th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO DIANE EWINGS ON 65TH BIRTHDAY.*

[R2025-0017990]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diane Ewings in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Diane Ewings on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Diane Ewings now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Diane Ewings for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Diane Ewings in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RICHARD FERNANDEZ ON 75TH BIRTHDAY.*

[R2025-0018038]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Richard Fernandez in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Richard Fernandez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Richard Fernandez has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Richard Fernandez for his continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Richard Fernandez in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARIA FLORES ON 65TH BIRTHDAY.*
[R2025-0017991]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Flores in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Maria Flores on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Maria Flores now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Maria Flores for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Maria Flores in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO PAMELA FRAZIER ON 75TH BIRTHDAY.*
[R2025-0018036]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pamela Frazier in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Pamela Frazier on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Pamela Frazier has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Pamela Frazier for her continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Pamela Frazier in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ISAAC AGUILAR GARCIA ON 70TH BIRTHDAY.*

[R2025-0018008]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Isaac Aguilar Garcia in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Isaac Aguilar Garcia on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Isaac Aguilar Garcia has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Isaac Aguilar Garcia for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Isaac Aguilar Garcia in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RAUL GARCIA ON 70TH BIRTHDAY.*
[R2025-0018019]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Raul Garcia in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Raul Garcia on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Raul Garcia has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Raul Garcia for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Raul Garcia in honor of his 70th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO RICKEY GARY, SR. ON 65TH BIRTHDAY.*

[R2025-0017993]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rickey Gary, Sr. in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Rickey Gary, Sr. on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Rickey Gary, Sr. now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Rickey Gary, Sr. for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Rickey Gary, Sr. in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO SAUL GALVAN GARY, SR. ON 65TH BIRTHDAY.*

[R2025-0017992]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Saul Galvan Gary, Sr. in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Saul Galvan Gary, Sr. on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Saul Galvan Gary, Sr. now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Saul Galvan Gary, Sr. for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Saul Galvan Gary, Sr. in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARY GARZA ON 70TH BIRTHDAY.*

[R2025-0018021]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Garza in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Mary Garza on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Mary Garza has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Mary Garza for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Mary Garza in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ARTHUR GRAY ON 75TH BIRTHDAY.*
[R2025-0018035]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arthur Gray in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Arthur Gray on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Arthur Gray has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Arthur Gray for his continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Arthur Gray in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO GENITA GULLEY ON 70TH BIRTHDAY.*
[R2025-0018022]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Genita Gulley in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Genita Gulley on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Genita Gulley has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Genita Gulley for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Genita Gulley in honor of her 70th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO JEANETTE HARRIS ON 70TH BIRTHDAY.*
[R2025-0018023]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jeanette Harris in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Jeanette Harris on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Jeanette Harris has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Jeanette Harris for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Jeanette Harris in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO TERRY LEE ON 70TH BIRTHDAY.*
[R2025-0018025]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Terry Lee in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Terry Lee on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Terry Lee has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Terry Lee for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Terry Lee in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO FELIX LUNA ON 65TH BIRTHDAY.*
[R2025-0017994]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Felix Luna in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Felix Luna on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Felix Luna now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Felix Luna for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Felix Luna in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO VIRGINIA MARIN ON 65TH BIRTHDAY.*
[R2025-0017996]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Virginia Marin in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Virginia Marin on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Virginia Marin now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Virginia Marin for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Virginia Marin in honor of her 65th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO MONAUE MC CALEB ON 65TH BIRTHDAY.*

[R2025-0017998]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Monaue McCaleb in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Monaue McCaleb on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Monaue McCaleb now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Monaue McCaleb for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Monaue McCaleb in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO PATRICIA MC MULLIN ON 80TH BIRTHDAY.*

[R2025-0018044]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia McMullin in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Patricia McMullin on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Patricia McMullin has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Patricia McMullin for her continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Patricia McMullin in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JAMES MICHURA ON 65TH BIRTHDAY.*
[R2025-0017999]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Michura in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to James Michura on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, James Michura now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to James Michura for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to James Michura in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO GRACIELA MONTOYA ON 65TH BIRTHDAY.*
[R2025-0018000]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Graciela Montoya in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Graciela Montoya on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Graciela Montoya now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Graciela Montoya for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Graciela Montoya in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ARMANDO MORALES ON 70TH BIRTHDAY.*
[R2025-0018026]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Armando Morales in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Armando Morales on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Armando Morales has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Armando Morales for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Armando Morales in honor of his 70th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO JOSE NAVARRO, JR. ON 70TH BIRTHDAY.*
[R2025-0018027]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Navarro, Jr. in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Jose Navarro, Jr. on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Jose Navarro, Jr. has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Navarro, Jr. for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Jose Navarro, Jr. in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARY PACK ON 75TH BIRTHDAY.*
[R2025-0018034]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Pack in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Mary Pack on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Mary Pack has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Mary Pack for her continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Mary Pack in honor of her 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO ENRIQUETA PADILLA ON 65TH BIRTHDAY.*
[R2025-0018001]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Enriqueta Padilla in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Enriqueta Padilla on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Enriqueta Padilla now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Enriqueta Padilla for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Enriqueta Padilla in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO PEDRO PINEDA ON 80TH BIRTHDAY.*
[R2025-0018046]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pedro Pineda in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Pedro Pineda on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Pedro Pineda has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Pedro Pineda for his continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Pedro Pineda in honor of his 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO OTHON POTERO ON 65TH BIRTHDAY.*
[R2025-0018002]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Othon Potrero in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Othon Potrero on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Othon Potrero now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Othon Potrero for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Othon Potrero in honor of his 65th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO DENISE RIMSON ON 70TH BIRTHDAY.*

[R2025-0018028]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Denise Rimson in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Denise Rimson on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Denise Rimson has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Denise Rimson for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Denise Rimson in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO JOSE VENTURA RODRIGUEZ ON 65TH BIRTHDAY.*

[R2025-0018006]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Ventura Rodriguez in honor of his 65th birthday; and,

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Jose Ventura Rodriguez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Jose Ventura Rodriguez now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Ventura Rodriguez for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Jose Ventura Rodriguez in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO APOLINAR SALAZAR ON 70TH BIRTHDAY.*
[R2025-0018029]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Apolinar Salazar in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Apolinar Salazar on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and,

WHEREAS, Apolinar Salazar has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Apolinar Salazar for his continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Apolinar Salazar in honor of his 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO FRANCISCO SALGADO, SR. ON 75TH BIRTHDAY.*

[R2025-0018033]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Francisco Salgado, Sr. in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Francisco Salgado, Sr. on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Francisco Salgado, Sr. has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Francisco Salgado, Sr. for his continued good health, happiness, and success following this 75th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Francisco Salgado, Sr. in honor of his 75th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CHERYL SWAN ON 70TH BIRTHDAY.*
[R2025-0018031]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryl Swan in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Cheryl Swan on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Cheryl Swan has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Cheryl Swan for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Cheryl Swan in honor of her 70th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO SAMIR TAMER ON 65TH BIRTHDAY.*
[R2025-0018003]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Samir Tamer in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Samir Tamer on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Samir Tamer now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Samir Tamer for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Samir Tamer in honor of his 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO EARLENE TAYLOR ON 80TH BIRTHDAY.*
[R2025-0018045]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Earlene Taylor in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Earlene Taylor on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Earlene Taylor has been a member of our 15th Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Earlene Taylor for her continued good health, happiness, and success following this 80th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Earlene Taylor in honor of her 80th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARINA TORRES ON 65TH BIRTHDAY.*
[R2025-0018005]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marina Torres in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Marina Torres on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Marina Torres now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Marina Torres for her continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Marina Torres in honor of her 65th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO MARILYN WILLIAMS ON 70TH BIRTHDAY.*
[R2025-0018032]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marilyn Williams in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Marilyn Williams on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Marilyn Williams has been a member of our 15th Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Marilyn Williams for her continued good health, happiness, and success following this 70th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have

attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Marilyn Williams in honor of her 70th birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RAMIRO ZARAGOZA ON 65TH BIRTHDAY.*
[R2025-0018007]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ramiro Zaragoza in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgment to Ramiro Zaragoza on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2025; and

WHEREAS, Ramiro Zaragoza now joins our 15th Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present, and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 18th of June 2025 A.D., do hereby extend our warmest and heartfelt best wishes to Ramiro Zaragoza for his continued good health, happiness, and success following this 65th birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation, and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Ramiro Zaragoza in honor of his 65th birthday as a token of our esteem and good wishes.

*Presented By*

***ALDERPERSON COLEMAN (16th Ward):***

*CONGRATULATIONS EXTENDED TO GRACE AUSTIN ON 65TH BIRTHDAY.*
[R2025-0017838]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Grace Austin on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Grace Austin to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Grace Austin has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Grace Austin's 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Grace Austin as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO WILLIAM BRADY ON 70TH BIRTHDAY.*
[R2025-0017811]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to William Brady on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage William Brady to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, William Brady has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate William Brady's 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to William Brady as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO BARBARA COLEMAN ON 90TH BIRTHDAY.*

[R2025-0017860]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Barbara Coleman on her 90th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Barbara Coleman to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Barbara Coleman has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Barbara Coleman's 90th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Barbara Coleman as a token of appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO PEGGY JACKSON-TURNER ON 75TH BIRTHDAY.*

[R2025-0017862]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Peggy Jackson-Turner on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Peggy Jackson-Turner to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Peggy Jackson-Turner has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Peggy Jackson-Turner's 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Peggy Jackson-Turner as a token of appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO WILLIAM KIMBREW ON 75TH BIRTHDAY.*
[R2025-0017855]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to William Kimbrew on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage William Kimbrew to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, William Kimbrew has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate William Kimbrew's 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to William Kimbrew as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO DORETHA KIRKSEY ON 70TH BIRTHDAY.*
[R2025-0017858]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Doretha Kirksey on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Doretha Kirksey to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Doretha Kirksey has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Doretha Kirksey's 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Doretha Kirksey as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO LINDA LITTLE ON 75TH BIRTHDAY.*

[R2025-0017794]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Linda Little on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Linda Little to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Linda Little has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025; do hereby celebrate Linda Little's 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Linda Little as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO JOHNETTA O'CONNER ON 75TH BIRTHDAY.*

[R2025-0017801]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Johnetta O'Conner on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Johnetta O'Conner to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Johnetta O'Conner has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Johnetta O'Conner's 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Johnetta O'Conner as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO ROOSEVELT PATTERSON ON 85TH BIRTHDAY.*

[R2025-0017851]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Roosevelt Patterson on his 85th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Roosevelt Patterson to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Roosevelt Patterson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Roosevelt Patterson's 85th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Roosevelt Patterson as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO DWAIN SEAY ON 65TH BIRTHDAY.*

[R2025-0017825]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Dwain Seay on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Dwain Seay to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Dwain Seay has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Dwain Seay's 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dwain Seay as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO DIANE SHELBY ON 75TH BIRTHDAY.*
[R2025-0017836]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Diane Shelby on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Diane Shelby to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Diane Shelby has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Diane Shelby's 75th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Diane Shelby as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO BETTY SWAIN ON 65TH BIRTHDAY.*
[R2025-0017817]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Betty Swain on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Betty Swain to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Betty Swain has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Betty Swain's 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Betty Swain as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO SHARON WALKER ON 65TH BIRTHDAY.*
[R2025-0017819]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Sharon Walker on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Sharon Walker to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Sharon Walker has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025; do hereby celebrate Sharon Walker's 65th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sharon Walker as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO ALITA WILSON ON 70TH BIRTHDAY.*
[R2025-0017805]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Alita Wilson on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Alita Wilson to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Alita Wilson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 18th day of June 2025, do hereby celebrate Alita Wilson's 70th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Alita Wilson as a token of our appreciation and blessed wishes.

*Presented By*

***ALDERPERSON O'SHEA (19th Ward) And***
***ALDERPERSON HARRIS (8th Ward):***

*CONGRATULATIONS EXTENDED TO CRAIG DELLIMORE ON RETIREMENT FROM WBBM NEWSRADIO 780 AM AND 105.9 FM.*

[R2025-0017927]

WHEREAS, Craig Dellimore is retiring after serving the City of Chicago and its residents with integrity, insight, and dedication through more than four decades of distinguished journalism at WBBM Newsradio 780 AM and 105.9 FM; and

WHEREAS, Craig attended Archbishop Molloy High School in Queens, New York before graduating from Columbia University with a B.A. in sociology and an M.S. in journalism; and

WHEREAS, Craig began his journalism career at the Associated Press Radio in Washington, D.C. and moved to Chicago to join WBBM in 1983, rising to the role of managing editor before being named suburban bureau chief, and later, political editor of WBBM Newsradio in 2001, a position he has held ever since; and

WHEREAS, In his many years covering Chicago politics, Craig has reported on countless major stories, including the ever-changing political landscape at City Hall, national political conventions, and landmark events such as the 2008 election of President Barack Obama; and

WHEREAS, Craig also serves as the host of WBBM's weekend public affairs program, "At Issue", providing thoughtful, in-depth interviews with civic and political leaders on topics ranging from higher education to public defense and economic development; and

WHEREAS, Craig's journalism is widely respected for its fairness, depth, and respect for all sides of a story, earning him accolades from the Illinois Associated Press, Public Narrative, and most recently a Lifetime Achievement Award at the prestigious Lisagor Awards hosted by the Chicago Headline Club; and

WHEREAS, A valued member of the broadcast journalism community, Craig has also contributed his leadership as a longtime member, vice president, and president of the SAG-AFTRA Local Board; and

WHEREAS, Beyond his professional excellence, Craig is widely regarded as a kind and principled human being whose steady, balanced voice has helped shape the civic dialogue in Chicago and beyond; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and honor Craig Dellimore for his outstanding contributions

to journalism, for his decades of service to the people of the city, and for his unwavering commitment to fairness, truth, and public understanding; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Craig Dellimore as a token of our deep appreciation and esteem.

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*Presented By*

***ALDERPERSON RODRÍGUEZ (22nd Ward):***

*RECOGNITION OF SADIA SINDHU AND WILLIAM HOWELL FOR CONTRIBUTIONS AT THE UNIVERSITY OF CHICAGO CIVIC LEADERSHIP ACADEMY AND CENTER FOR EFFECTIVE GOVERNMENT.*

[R2025-0017986]

WHEREAS, After 11 years of service to the City of Chicago through the Civic Leadership Academy and Center for Effective Government at The University of Chicago's Center for Effective Government at the Harris School of Public Policy, Sadia Sindhu and William Howell are embarking on a new chapter; and

WHEREAS, The Chicago City Council has been informed of their contributions by the Honorable Michael D. Rodríguez, Alderperson of the 22nd Ward; and

WHEREAS, Executive Director Sadia Sindhu and Founding Director and Faculty Director Professor William Howell cultivated the growth of the Civic Leadership Academy and the Center for Effective Government to empower civic leaders to collectively reimagine and strengthen democratic institutions to further their effectiveness and amplify their impact; and

WHEREAS, Sadia and William's support, guidance, and leadership have been instrumental in nurturing more than 330 fellows across 11 years of cohorts composed of city government, county government, and nonprofit leaders; and

WHEREAS, With genuine commitment, curiosity, and dedication, Sadia and William provide strength, courage, support, and leadership to the fellows of Civic Leadership Academy both personally and professionally; and

WHEREAS, Their work through the Civic Leadership Academy and Center for Effective Government uplifted a variety of perspectives and catalyzed improvements in civic practices and outcomes for various issues, including public safety, transportation,

education, technology and infrastructure, immigration, housing, environment, economic development, arts, and public health; and

WHEREAS, Sadia and William will continue their contributions to civic scholarship by establishing the Johns Hopkins School of Government Policy to develop evidence-based policy solutions and prepare the next generation of leaders and public servants; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby celebrate and recognize the outstanding service of Sadia Sindhu and William Howell to our city and extend our heartfelt best wishes to them as they embark on their next chapter; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sadia Sindhu and William Howell as a token of our deep appreciation for their contributions to the city.

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*CONGRATULATIONS EXTENDED TO COMMUNITY LEADERSHIP FELLOWS CLASS OF 2025.*

[R2025-0017761]

WHEREAS, The Community Leadership Fellows' cohort of West Side leaders will graduate on June 25, 2025; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Michael D. Rodríguez, Alderperson of the 22nd Ward; and

WHEREAS, Community Leadership Fellows identifies leaders within the communities of Austin, East Garfield Park, Little Village, North Lawndale, West Garfield Park, and West Humboldt Park and provides them with the mentoring, networking and skill-building resources to amplify their impact in the neighborhoods in which they live, work, and lead; and

WHEREAS, Community Leadership Fellows recognizes that the West Side of Chicago is full of talented individuals who know all too well that opportunities and resources are not always evenly distributed among their community; and

WHEREAS, Community Leadership Fellows was founded in 2021 to create opportunities to invest in homegrown leaders of color who will lead sustainable and vibrant communities; and

WHEREAS, The Community Leadership Fellows Class of 2025, completed a year-long leadership experience that included workshops, site visits, trainings, and collaborative learning exercises designed to set them on a path towards executive leadership; and

WHEREAS, The advisory and investors councils of Community Leadership Fellows would like to congratulate the cohort for successfully completing their program year and encourage them to continue to be a beacon of hope for their communities as alumni; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled on June 18, 2025, do hereby congratulate the Community Leadership Fellows Class of 2025: Cristy Calderon, Apriel Campbell, Johnny Daniels IV, Patrick Daniels, Cynthia De Lira-Rendon, Vianey Dominguez Bautista, Shantel Franklin, Joseph Green, Jr., Lilian Holden, Robbie Johnson, Kobey Lofton, Nachelle Pugh, Samantha Taylor, Markayle Tolliver, Janeicia Williams and Trinity Woodard; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to each of these exemplary fellows as a token of our respect and of our best wishes for a successful and prosperous future.

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*CONGRATULATIONS EXTENDED TO DULCELANDIA ON 30TH ANNIVERSARY.*
[R2025-0017687]

WHEREAS, The City of Chicago is proud to celebrate Dulcelandia on the occasion of their 30th anniversary; and

WHEREAS, The City Council has been informed of this anniversary by the Honorable Michael D. Rodríguez, Alderperson of the 22nd Ward; and

WHEREAS, In 1995, immigrant entrepreneurs Eduardo and Evelia Rodriguez from Durango and Guadalajara, Mexico, founded Dulcelandia with the vision of bringing authentic Mexican confectionery to the Midwest; and

WHEREAS, Dulcelandia -- "Candyland" in Spanish -- has grown into the Midwest's largest distributor of Mexican candy, delighting generations of Chicagoans with its unique selection of traditional sweets and cultural treats; and

WHEREAS, The company set itself apart by curating immersive retail environments that feature floor-to-ceiling candy displays and vibrant murals depicting Mexican traditions, such as piñata celebrations and the Mayan history of chocolate-making; and

WHEREAS, From its humble beginnings, Dulcelandia expanded to eight retail locations at its peak and currently operates five thriving stores in Little Village, Brighton Park, McKinley Park, Logan Square, and the Chicago Ridge Mall, continuing to serve communities across the city; and

WHEREAS, For 30 years, Dulcelandia has provided a unique cultural and culinary experience, offering an extensive selection of over 1,000 confectionery products that blend traditional Mexican flavors with American sweets, including signature items like Pulparindo, Pollito Asado peach lollipops, and a variety of tropical flavors such as guava, coconut, and mango; and

WHEREAS, The company's success has been recognized in numerous media outlets, including *Crain's Chicago Business,* the *Chicago Tribune,* the *Chicago Sun-Times*, FOX Morning Show, WGN Morning Show, ABC 7's 190 North, *Hispanic Business*, *Negocios Now*, *La Raza* newspaper and Candy Industry Retail Confectioner; and

WHEREAS, Dulcelandia has become a beloved neighborhood institution, fostering a sense of nostalgia and cultural pride while introducing new generations to the rich traditions of Mexican confectionery; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and congratulate Dulcelandia for its contributions to the cultural and economic vitality of our city; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Eduardo and Evelia Rodriguez as a token of appreciation from the City of Chicago for their lasting contributions to our communities.

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*Presented By*

***ALDERPERSON SIGCHO-LOPEZ (25th Ward):***

*RECOGNITION OF V&V SUPREMO® FOR COMMUNITY CONTRIBUTIONS.*
[R2025-0017950]

WHEREAS, In the 1960s, Ignacio and Gilberto Villaseñor, two newcomers from Michoacán, Mexico, arrived in the United States to pursue the American dream by founding a company specializing in fresh cheeses from the countryside of Central Mexico; and

WHEREAS, The fresh cow's milk cheese, known for its salty flavor and crumbly texture, became a key ingredient in many popular Mexican dishes, including refried beans, tacos, and enchiladas. These cheeses were a staple in the cuisine of Mexican immigrants but were hard to find in Chicago at the time; and

WHEREAS, Gilberto Villaseñor, Sr. and Ignacio Villaseñor made significant contributions to Chicago through their entrepreneurial spirit and dedication to providing the community with authentic Mexican cheeses; and

WHEREAS, Their journey -- from starting with just $500 and three employees to now proudly employing over 300 -- exemplifies perseverance, hard work, and the pursuit of the American dream; and

WHEREAS, Their efforts not only filled a market gap but also helped preserve and promote Mexican culinary traditions in the city. Over the decades, V&V Supremo® has grown into a beloved brand, deeply embedded in the cultural and culinary fabric of Chicago; and

WHEREAS, Both founders have since passed, leaving the company to their children. In 2024, V&V Supremo® celebrated its 60th anniversary, a milestone marking six decades of dedication to quality, tradition, and community; and

WHEREAS, The impact of Gilberto and Ignacio Villaseñor on the community extends far beyond the success of their business. In addition to supporting organizations such as Mujeres Latinas en Acción, Saint Pius Church, and Saint Procopius Church, as well as offering scholarships for Chicago's Día de los Niños, among others, they have consistently provided employment opportunities to the Pilsen neighborhood and surrounding areas; and

WHEREAS, For over five years, V&V Supremo® has maintained an ongoing partnership with Cristo Rey High School, hosting multiple interns through the Cristo Rey Work Study Program. This collaboration underscores their commitment to mentorship and workforce development, further amplifying their substantial role in community upliftment; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby recognize and congratulate them for their contributions to the cultural and economic vitality of our city; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the Villaseñor family, the current second- and third-generation owners V&V Supremo®, as a token of appreciation from the City of Chicago for their lasting contributions to our communities.

*Presented By*

***ALDERPERSON FUENTES (26th Ward):***

*RECOGNITION OF FRANK LUCAS FOR DEDICATED SERVICE AS MUSIC TEACHER AT LLOYD ELEMENTARY SCHOOL.*

[R2025-0017763]

WHEREAS, Mr. Frank Lucas has served as a beloved and dedicated music teacher in the City of Chicago for the past 34 years, with 33 of those years devoted to Lloyd Elementary School, where his passion for music education and unwavering commitment to his students have left an indelible mark; and

WHEREAS, Since beginning his tenure at Lloyd Elementary School in September of 1992, Mr. Lucas has impacted countless students, colleagues, and families through his work, both in and out of the classroom; and

WHEREAS, Mr. Lucas firmly believes in the transformative power of music, stating: "to create, perform, and respond to music emotionally and intellectually has an important humanizing influence, increasing higher order/critical thinking skills, focus, creativity, self-discipline, self-expression, and self-esteem which extends beyond just music. The skills and knowledge gained through music will enrich students' lives. Students will be more apt to be culturally diverse and ready to build positive personal relationships with others"; and

WHEREAS, Guided by this philosophy, Mr. Lucas made it his life's work to instill in each student the inspiration for lifelong participation in and appreciation of music, enriching their lives and broadening their horizons; and

WHEREAS, His influence extended well beyond his classroom, as he joyfully led the school's holiday performances, organized music for graduation ceremonies, and was instrumental in securing a generous donation of new keyboards for his students, further expanding their opportunities for creative expression; and

WHEREAS, Throughout his distinguished career, Mr. Lucas was recognized for his outstanding contributions to education, as a Golden Apple nominee and recipient of the prestigious Chicago Public Schools Teacher of the Year Award; and

WHEREAS, In addition to his commitment to education, Mr. Lucas has enjoyed an accomplished career as a professional musician, performing both in the studio and on stage with artists and bands such as Journey, Twisted Sister, U.F.O., War, the Goo Goo Dolls, Chance the Rapper, Common, Brandi and Jennifer Lopez, among others; and

WHEREAS, Mr. Lucas is joined in this celebration of his remarkable career by his beloved wife, Dynette, and daughter, Caroline, whose love and support have been an integral part of his journey; now, therefore,

*Be It Resolved*, That we, Mayor Brandon Johnson and the members of the Chicago City Council, do hereby recognize and honor Mr. Frank Lucas for his decades of contributions to the Lloyd Elementary School community, and for his unwavering commitment to empowering youth through music; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Frank Lucas as a token of our city's deep appreciation and respect.

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*RECOGNITION OF MAGDALENA MARTINEZ FOR LEADERSHIP AND COMMUNITY SERVICE.*

[R2025-0017868]

WHEREAS, The City of Chicago takes great pride in recognizing residents whose lifelong commitment to public service, youth advocacy, and community empowerment has uplifted neighborhoods and created lasting positive change; and

WHEREAS, Magdalena "Maggie" Martinez was born on March 14, 1945, in Monterrey, Mexico to David Martinez and Maria Luisa Solis, the eldest of five siblings: Francisco Colon, Alex Colon, Roberto Colon, Linda Colon, and Susanna Colon; and

WHEREAS, In June of 1961, Maggie married Mario Martinez of Las Piedras, Puerto Rico, and together they built a loving family of four children: Mario, Victor, Carmen Iris, and David, as well as a proud lineage of six grandchildren and six great-grandchildren; and

WHEREAS, Maggie began her distinguished career in public service in the early 1970s as a School Community Representative with Chicago Public Schools, impacting generations of students during her 28-year tenure at schools including James Russell Lowell Elementary, Roberto Clemente High School, Frederic Chopin Elementary, and Hans Christian Andersen Elementary; and

WHEREAS, Maggie's faith and commitment to youth guided her work as a catechism teacher at Maternity of the Blessed Virgin Mary Parish, where she taught children preparing for their First Holy Communion for 30 years, while also serving as a Parish Council member and Eucharistic Minister; and

WHEREAS, Through her advocacy with Neighborhood Housing Services in the 1980s, Maggie began championing affordable housing and community revitalization, ensuring the voices of Humboldt Park residents were heard; and

WHEREAS, Maggie further demonstrated her leadership by joining Youth Service Project in 1986, organizing block clubs and joining the Block Club Federation in 1989. In 2000, she helped incorporate the Block Club Federation as a nonprofit organization, strengthening its capacity to promote safety and unity in Humboldt Park and Hermosa; and

WHEREAS, Committed to providing free, high-quality out-of-school opportunities, Maggie founded the Youth Innovative Program: Environmental Education in 2004, a full-day summer camp serving over 125 youth each season, fostering environmental awareness and community pride; and

WHEREAS, To support teen engagement and leadership development, Maggie worked with local youth to establish Youth Making A Difference, creating safe, youth-led initiatives and activities; and

WHEREAS, Since 1990, Maggie has been a dedicated volunteer with the Chicago Police Department, playing a pivotal role in the founding of the Chicago Alternative Policing Strategy (CAPS) and serving as a BEAT facilitator, District Advisory Council chair, and court advocate; and

WHEREAS, Maggie's advocacy extended to vital community partners including Bickerdike Redevelopment Corporation, Hispanic Housing Development Corporation, Near Northwest Neighborhood Network, and the DePaul University Egan Center, where she collaborated to improve housing, safety, and access to services; and

WHEREAS, Maggie was instrumental in the multi-year community campaign that secured the rebuilding of the Humboldt Park Library following its destruction on Christmas Day in 1989, advocating alongside residents until the new library opened in 1995; and

WHEREAS, For 35 years, Maggie has served on the organizing committee for the annual Humboldt Park Earth Day Community Clean-Up, championing environmental justice, park improvements, and tree planting initiatives; and

WHEREAS, Her dedication to creating green spaces is evident through decades of leadership, from founding the school garden at Andersen Elementary in 1986 to supporting projects like the Lowell Lion's Garden, Park 514, and Little Cubs Field Garden; and

WHEREAS, Continuing her commitment to Chicago Public Schools, Maggie has served as an elected Community Representative on the Local School Council at James Russell Lowell Elementary School for over a decade, advocating for students and families; now, therefore,

*Be It Resolved*, That we, Mayor Brandon Johnson and the members of the Chicago City Council, do hereby recognize and honor Magdelena "Maggie" Martinez for her decades of contributions to Chicago's youth, advocacy, and community leadership; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Magdelena "Maggie" Martinez as a token of our city's deep appreciation and respect.

*RECOGNITION OF MIGUEL SANCHEZ FOR LEADERSHIP AND COMMUNITY SERVICE.*

[R2025-0017867]

WHEREAS, The City of Chicago has long been a city of neighborhoods, strengthened by the remarkable contributions of individuals who dedicate their lives to community service, youth empowerment, cultural preservation, and neighborhood leadership; and

WHEREAS, Miguel "Mikey" Sanchez was born on February 8, 1961 in Aguada, Puerto Rico, to Sophia Sanchez, and in 1962, at just one year old, he and his family relocated to Chicago, making their home in the Lakeview community; and

WHEREAS, Mikey attended Robert Morris Grammar School and Lakeview High School, where his early involvement in sports set the foundation for a lifelong commitment to athletic programs, youth mentorship, and community building; and

WHEREAS, As a proud single father to Mikey, Jr., Giovanni (recently deceased), Victoria, and Jimmy, whom he lovingly adopted, Mikey exemplifies strength, compassion, and devotion, not only to his family but to countless other young people in the Humboldt Park community; and

WHEREAS, Mikey has made significant contributions as a supporter, organizer, and leader in numerous community events and initiatives, serving on various boards and as President of multiple leagues and organizations, including the Norberto Muñoz Softball League, the Willie Delgado Women's League, and Modesto's Junior Baseball League; and

WHEREAS, In 2004, Mikey was elected president of the Puerto Rican Parade Committee of Chicago, where he served two impactful terms, creating youth and family-based programming that provided positive and culturally affirming outlets for local residents; and

WHEREAS, Mikey was instrumental in the creation of the Executive Board of Directors for Casa Puertorriqueña, establishing a sustainable foundation for vital community services that continue to uplift the Puerto Rican and Humboldt Park communities; and

WHEREAS, Mikey's enduring commitment includes volunteering for Humboldt Park Earth Day celebrations, tree planting initiatives, youth coaching, gang prevention programs, and participating in an impressive number of athletic and outreach programs, including but not limited to Hamlin Park Youth Baseball, Hermosa Park Baseball, La Unidad Bowling League, and Both Sides of the Park initiative; and

WHEREAS, In addition to his full-time job and union membership with SEIU Local 1, Mikey has continued to nurture his entrepreneurial spirit and cultural pride by helping run his son's business, La Sandwichera, on Division Street -- ensuring the intersection of community, culture, and commerce thrives in Humboldt Park; and

WHEREAS, Through his decades of service, leadership, and unrelenting love for his Puerto Rican culture and the people of Humboldt Park, Miguel "Mikey" Sanchez has become an irreplaceable figure in Chicago's civic, athletic, and cultural life; now, therefore,

*Be It Resolved*, That we, Mayor Brandon Johnson and the members of the Chicago City Council, do hereby recognize and honor Miguel "Mikey" Sanchez for his decades of contributions to Chicago's youth, community service, and cultural leadership; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Miguel "Mikey" Sanchez as a token of our city's deep appreciation and respect.

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*Presented By*

***ALDERPERSON ERVIN (28th Ward):***

*CONGRATULATIONS EXTENDED TO MABRIL T. DONOHUE ON 105TH BIRTHDAY.*

[R2025-0017979]

WHEREAS, Mabril T. Donohue, longtime Chicago resident, is turning 105 years old on June 11, 2025; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Jason C. Ervin, Alderperson of the 28th Ward; and

WHEREAS, Mabril T. Donohue was born on June 11, 1920, in Scott, Arkansas, to the union of George and Rachel Scarborough; and

WHEREAS, Mabril was blessed to grow up alongside a large and loving family, as the sister of four brothers and five sisters; and

WHEREAS, On April 27, 1941, Mabril married Jessie Donohue, with whom she shared a devoted partnership until his passing – together they were blessed with five children, whom Mabril cherished deeply; and

WHEREAS, Mabril's life was defined by her unwavering love and commitment to her family; she cared for them with a nurturing spirit, always guided by her strong faith; and

WHEREAS, Above all, Mabril was a devoted child of God and serves as the beloved matriarch of TCC, leading her family and community by example; and

WHEREAS, Mabril's legacy of love, faith, and dedication continues to inspire all who know her; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate Mabril T. Donohue on the occasion of her 105th birthday,

and extend our most heartfelt wishes for her continued good health, happiness, and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mabril T. Donohue as a sign of our esteem, honor, and respect.

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*CONGRATULATIONS EXTENDED TO VIVIAN TYLER ON 85TH BIRTHDAY.*

[R2025-0017980]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our congratulations and warmest birthday wishes to Ms. Vivian Tyler in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 28th Ward, Alderperson Jason C. Ervin would like to congratulate Ms. Tyler on this significant milestone, celebrating her contributions as an exemplary resident of the City of Chicago; and

WHEREAS, Ms. Tyler has continued to be a beacon of wisdom, and we value all of that which she has been able to bestow on her community throughout the years; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 18th day of June 2025, do hereby wish Ms. Vivian Tyler continued good health and happiness in honor of her 85th birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ms. Vivian Tyler.

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*Presented By*

***ALDERPERSON CONWAY (34th Ward),***
***ALDERPERSON TALIAFERRO (29th Ward) And***
***ALDERPERSON VILLEGAS (36th Ward):***

*CONGRATULATIONS EXTENDED TO UNITED STATES ARMY ON 250TH ANNIVERSARY.*

[R2025-0017859]

WHEREAS, The members of the City Council of Chicago wish to recognize June 14, 2025 as the 250th anniversary of the establishment of the U.S. Army; and

WHEREAS, On June 14, 1775, the Second Continental Congress established the United States Army, marking the birth of America's military and the beginning of its fight for freedom and independence; and

WHEREAS, Modern-day Chicago was established by the U.S. Army in 1803 with the construction of Fort Dearborn; and

WHEREAS, For the past 250 years, well-trained, well-led, and highly motivated soldiers have valiantly answered the nation's call to duty both at home and abroad; and

WHEREAS, The U.S. Army includes the Army National Guard, the Army Reserves, and the Army, all of which have contributed immensely during times of armed conflict, natural disasters, and public health emergencies; and

WHEREAS, Generations of Chicagoans have selflessly served their country, including those who made the ultimate sacrifice to defend our nation's freedom; and

WHEREAS, The United States Army remains steadfast in its mission to protect and serve, building strong ties with local communities and fostering partnerships that strengthen the fabric of our great nation; 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 June 18, 2025, do hereby recognize the 250th anniversary of the establishment of the United States Army, and extend our gratitude to those who have served our country.

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*Presented By*

***ALDERPERSON MITTS (37th Ward):***

*TRIBUTE TO LATE ANITA FAIRCHILD JONES.*

[R2025-0017809]

WHEREAS, Anita Fairchild Jones passed away on May 15, 2025; and

WHEREAS, The Chicago City Council has been informed of Anita Fairchild Jones' passing by the Honorable Emma Mitts, Alderperson of the 37th Ward; and

WHEREAS, Anita Fairchild Jones was born on November 9, 1957, in Chicago, Illinois to the late Arvie Fairchild, Sr. and Evangelist Florence Fairchild who have both preceded her in death; and

WHEREAS, Anita Fairchild Jones attended Mason Upper Grade Center for elementary years and in 1976 graduated from Farragut Career Academy and attended Chicago Business Academy and became a certified nursing assistant; and

WHEREAS, Anita Fairchild Jones took courses at Moody Bible Institute and on December 1, 2013, became an ordained evangelist under the recommendation of Renewance Worship Center and completed her Diploma in Biblical Studies on September 23, 2018, under the recommendation of Number 2 New Mt. Sinai Missionary Baptist Church; and

WHEREAS, Anita Fairchild Jones worked at Wilson's Sporting Goods, Church's Chicken, Fun In Motion as a cashier, and as a certified nursing assistant at St. Anthony's Hospital; she also had AJ's Variety Shop and attended major conventions such as Today's Black Woman and the National Baptist Convention; she was a foster parent in 2001 and a caregiver for her parents under Addus Healthcare; and

WHEREAS, Anita Fairchild Jones serviced the community by donating to those less fortunate with everyday needs to the local shelter for women and children, she hosted the first Ladies Walk: Fashion Extravaganza at the DuSable Museum, volunteered for several political campaigns with Alderperson Mitts, who is also the Chairman of the West Side Black Elected Officials, and accompanied her to various churches during her campaigns; and

WHEREAS, Anita Fairchild Jones leaves to cherish her memories four children: Monigue Jones, Donisha Jones, Emmett Jones III, and Anita (Clayton) Wheat; two brothers, Anthony Fairchild and Reginald Lemon; two sisters, Jeanette (Ervin) Woods and Shanell McCraney; 12 grandchildren, two special sisters; four spiritual sisters; her best friend; and a host of relatives and friends; and

WHEREAS, Anita Fairchild Jones will be greatly missed by her family and all who knew and loved her; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby extend our most heartfelt condolences to the family and friends of Anita Fairchild Jones; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Anita Fairchild Jones as a sign of our honor and respect.

*Presented By*

***ALDERPERSON SPOSATO (38th Ward):***

*TRIBUTE TO LATE JERRY KASPER.*

[R2025-0017865]

WHEREAS, Jerry "Superman" Kasper, 77 years, was called home on February 20, 2022, leaving a lasting legacy of love and service to his family, friends, city and community; and

WHEREAS, Jerry Kasper fought hard but succumbed to the COVID-19 virus, a tragic casualty of the unprecedented and worldwide pandemic of March 2020 to May of 2023; and

WHEREAS, Jerry is sorely missed by his beloved wife of 53 years, Lillian; his loving children, Rebecca and Michael; adored grandchildren, Andrew (Kristin), Rachel, Isabel, Gabriel and Alexander; and his great-grandchildren, Declan and Delaney who brought such joy to his life; and

WHEREAS, Jerry was a lifelong Chicagoan, born to John and Margaret Kasper on January 20, 1945, one of six children including his twin brother, John, and was raised in the West Town/Humboldt Park neighborhood, a product of the Chicago Public Schools and a graduate of Marshall High School; and

WHEREAS, Jerry Kasper and his wife, Lillian, raised their family in the Belmont/Cragin neighborhood, deeply involved in St. Bartholomew's Parish where their children attended school and where Jerry was a hard-working and much appreciated volunteer for 15 years, running the "St. Bart's Haunted House", a major fundraiser, and serving as the first videographer of the St. Bartholomew's Cheerleaders in the early 80s; and

WHEREAS, Jerry was a machinist by trade as well as a gifted artist, mechanic, carpenter, photographer, inventor and historian who used his talents to add to the colorful tapestry of this great city; and

WHEREAS, After working at Riverview Park in the mid-60s, Jerry constructed a diorama of "The Chutes" which is enjoyed by many people at local fairs and festivals and was featured on Fox 32's "Let's Remember Riverview Park" segment in 2017; and

WHEREAS, Jerry "Superman" Kasper, so called because "there was nothing he couldn't do, fix, restore, repair or create" was well known to his community and friends, a proud and active member of the car club "The Classic Chevy Cruisers" who sported his custom windbreaker with pride, an integral part of fests and car shows throughout the area, creating a 12 foot by 5 foot detailed replica of the now closed "Skip's Fiesta Drive-In" in Melrose Park, Illinois, a favorite spot of car enthusiasts, for all to enjoy; and

WHEREAS, In addition, we owe a debt of gratitude to veteran Jerry Kasper for his service to our country in the United States Army from 1966 -- 1968; and

WHEREAS, Jerry Kasper was a beloved family man, working hard for his family on the clock and off, working many years for American Airlines, and then for United Standard Industries as a machinist, always looking out for those he loved; and

WHEREAS, Jerry Kasper was a well-loved and respected member of his community, always there for a friend in need, providing a laugh when you needed it the most, a hand to help where needed and was known for always being willing to go the extra mile; and

WHEREAS, Jerry was a man as colorful as the city itself and will always be remembered for his creativity, hard work, care for others and the projects he created depicting iconic models of Chicago's history; and

WHEREAS, Jerry Kasper resided on the 3900 block of North Oketo Avenue for the last 25 years of his life, which will be designated "Honorary Jerry 'Superman' Kasper Way" in his honor; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 18th day of June 2025, A.D., do hereby honor the memory of this exceptional man, Jerry 'Superman' Kasper, knowing that his legacy will forever remain in the hearts and minds of so many; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to the family of Jerry Kasper.

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*CONGRATULATIONS EXTENDED TO DOUG BRUNO ON RETIREMENT AS HEAD COACH OF DE PAUL UNIVERSITY'S WOMEN'S BASKETBALL TEAM.*

[R2025-0017866]

WHEREAS, Doug Bruno, former and esteemed head coach of the DePaul women's basketball program retired on March 28, 2025 following a stellar career of 39 years and 38 seasons spearheading DePaul women's basketball; and

WHEREAS, Doug Bruno, a former DePaul basketball player himself, is forever grateful for the athletic scholarship he received from legendary Blue Demon coach Ray Meyer, which launched his career; and

WHEREAS, Doug Bruno was a pioneer of his time, a staunch advocate of women's sports, coaching the Chicago Hustle -- the city's first women's pro team -- and was a leading figure with USA Basketball on the women's side; and

WHEREAS, Since 2009, Bruno had been an assistant coach for the USA Women's Basketball National Team and is the only coach to be recognized twice as USA Basketball's Developmental Coach of the Year after leading the U18 team in 2006 and the U19 Team in 2007 to gold medals at the FIBA Americas and World Championships and helping to lead the team to its fifth and sixth straight Olympic gold medals in London in 2012 and again in Rio in 2016; and

WHEREAS, Doug Bruno became head coach of the DePaul Blue Demons women's basketball team in 1976, transforming the team into a steadfast national power; and

WHEREAS, Doug Bruno coached DePaul in 1976 -- 1978 when it was an independent then left to serve as assistant coach for Loyola University's Men's Basketball with Gene Sullivan, and took the team to the Sweet 16 in 1985 with local Chicago talent; and

WHEREAS, Coach Bruno then returned to DePaul in 1988, when the Blue Demons were in the North Star Conference, where Coach Bruno led them throughout their Great Midwest years, their Conference USA years and, in 2005, into the Big East, taking teams to 19 conference titles, 25 NCAA Tournaments and four Sweet 16 games along the way; and

WHEREAS, Doug Bruno's 786 victories at DePaul rank him 18th in division history and forever cemented his legacy in women's basketball; and

WHEREAS, Doug Bruno led the women's basketball program to six Big East regular season titles in a seven-year span and five Big East Tournament titles in that same time period. DePaul defeated Marquette 88 -- 74 behind tournament Most Outstanding Player Lexi Heid's career-high 31 points in the Big East title game on March 9, 2020 at Wintrust Arena; and

WHEREAS, Doug Bruno was recognized as conference Coach of the Year numerous times and was a WBCA national Coach of the Year finalist three times. In 2005, Bruno was selected as Conference USA's Coach of the Decade. The Illinois Basketball Coaches Association (IBCA) named him Coach of the Year on 23 occasions and on May 5, 2018, Doug Bruno became the first recipient of the Rich and Ron Herrin Award for lifetime contributions to the sport; and

WHEREAS, Coach Bruno coached many women who went on to professional basketball careers, with 15 DePaul players drafted by the WNBA, and 10 who have signed with a franchise, among them Amarah Coleman, who was drafted by the Chicago Sky in April of 2018, Allie Quigley, who guided the Chicago Sky to its first ever WNBA title in 2021, and Lexi Heid, who was drafted to the Phoenix Mercury in May of 2025; and

WHEREAS, Doug Bruno has been inducted into the Women's Basketball Hall of Fame, the DePaul Athletics Hall of Fame, the Chicagoland Sports Hall of Fame, the IBCA Hall of Fame and the National Italian-American Sports Hall of Fame; and

WHEREAS, Doug Bruno was a staunch supporter of academics, with the Blue Demons being ranked in the Women's Basketball Coaches Association (WBCA) Academic Top 25 13 times since its inception in 1998 and finishing in the top eight in six times which included Number 2 finishes in 2011 and 2012; and

WHEREAS, The Blue Demons also earned the Big East Team Academic Award nine times for having the top Team GPA, DePaul being named Inside Higher Education's Academic National Champion twice and runner up three times, with Coach Bruno being awarded the Leonardo DaVinci Outstanding Achievement in Education Award by the Sons of Italy; and

WHEREAS, Coach Doug Bruno was awarded the Carol Eckman Award in 2008, presented annually to an active WBCA coach who exemplifies Eckman's spirit, integrity and character through sportsmanship, commitment to the student-athlete, honesty, ethical behavior, courage and dedication to purpose, all of which embodies Doug Bruno; and

WHEREAS, Doug Bruno was named special assistant to the vice president/director of athletics for women's basketball at DePaul in May of 2025, continuing to serve the women athletes of DePaul and offering his time and treasure to the school and athletes he loves; and

WHEREAS, Doug Bruno is wished continuing years of health and happiness with his wife, Patty, six sons, Bryan, Kevin, David, Brendan, Patrick, Bradley, their wives, and his 12 wonderful grandchildren, to spend in his beloved Rogers Park neighborhood where he is known by all; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 18th day of June 2025 A.D., do hereby honor this exceptional man, Coach Doug Bruno, for his dedication and work to promote Women's Basketball at DePaul University and to recognize and champion the incredible contributions of female athletes; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared for presentation to Doug Bruno.

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*Presented By*

***ALDERPERSON REILLY (42nd Ward):***

*RECOGNITION OF POPE LEO XIV FOR EXTRAORDINARY LIFE AND ACHIEVEMENTS.*

[R2025-0018011]

WHEREAS, The City of Chicago, a city defined by its faith, diversity, and resilience, takes immense pride in recognizing His Holiness Pope Leo XIV, the 267th Pontiff of the

Roman Catholic Church, and the first pope in history to hail from the great City of Chicago; and

WHEREAS, Born Robert Francis Prevost on September 14, 1955, in Chicago, Illinois, to Louis Marius Prevost and Mildred Martínez, Pope Leo XIV was born in Mercy Hospital and raised in Dolton, where he was shaped by Chicagoland's working-class neighborhoods, parish communities, and rooting for the "good guys", including the Chicago White Sox; and

WHEREAS, Pope Leo XIV's formative years in Chicago instilled in him a deep commitment to justice, humility, and service, values which guided him through his early academic life at the minor seminary of the Augustinian Fathers, Villanova University, and the Catholic Theological Union in Hyde Park, where he earned degrees in mathematics, philosophy, theology, and canon law; and

WHEREAS, After professing solemn vows with the Order of Saint Augustine and being ordained a priest in Rome in 1982, Pope Leo XIV went on to serve as a missionary in Peru for over a decade, taking on roles such as judicial vicar, theology professor, and parish administrator in underserved communities, exemplifying a pastoral style rooted in presence, compassion, and accompaniment; and

WHEREAS, In January 2023, he was called to Rome by Pope Francis to serve as prefect of the dicastery for bishops and president of the pontifical commission for Latin America, and later that year, was created cardinal and elevated to the rank of archbishop, eventually being promoted to the Order of Bishops and given the Suburbicarian Diocese of Albano; and

WHEREAS, The elevation of Cardinal Prevost to the papacy as Pope Leo XIV marked not only the historic selection of the first Augustinian and the first American pope, but also a profound moment of pride and joy for the people of Chicago, as one of their own ascended to lead over a billion Catholics worldwide; and

WHEREAS, Pope Leo XIV has brought to the Vatican a distinctly Chicagoan sense of moral clarity, courage in the face of adversity, and an unshakable belief in the power of community, and he continues to inspire millions while never forgetting where he came from; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this day, do hereby honor and celebrate His Holiness Pope Leo XIV for his extraordinary life, his spiritual leadership, and his enduring connection to the City of Big Shoulders; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Archdiocese of Chicago as a symbol of the everlasting pride, prayers, and affection of "Da Pope's" beloved hometown, the City of Chicago.

*DECLARATION OF AUGUST 7, 2025 AS "NATIONAL LIGHTHOUSE DAY" IN CHICAGO.*

[R2025-0018020]

WHEREAS, August 7, 2025, marks the 236th anniversary of President George Washington signing the "Lighthouse Act of 1789", officially known as "An Act for the establishment and support of lighthouses, beacons, buoys, and public piers" (1 Stat. 53, chapter 9); and

WHEREAS, 2025 also marks the 25th anniversary of the National Historic Lighthouse Preservation Act of 2000, which created a pathway to preserve and protect historic lighthouses across the United States by transferring ownership to qualified entities committed to their continued public use and historic preservation; and

WHEREAS, The national lighthouse preservation movement has gained momentum over the past half century, due in large part to the work of organizations like the United States Lighthouse Society and the American Lighthouse Foundation, whose efforts to preserve historic beacons, educate the public, and foster national appreciation have helped elevate awareness and support for these iconic structures -- this growing movement is making major contributions to the preservation of maritime history and heritage and, through the development and enhancement of cultural tourism, to the economies of coastal communities in the United States; and

WHEREAS, The Chicago Harbor Lighthouse holds a special place in the hearts of many who visit and who call this great city home; for more than a century, the lighthouse has guided mariners entering and departing Chicago Harbor; and

WHEREAS, The Chicago Harbor Lighthouse has stood the test of time and weathered the storms of Lake Michigan -- initially built in 1893 approximately 1,000 feet north of its current location, the lighthouse was relocated to its present site at the south end of the outer breakwater in 1919; and

WHEREAS, The Chicago Harbor Lighthouse stands today as Chicago's preeminent icon of the city's maritime history; the commercial traffic that made Chicago Harbor such a busy port and put Chicago on the map would not have been possible without the evolution of lighthouses on our lakefront; and

WHEREAS, The current condition of the Chicago Harbor Lighthouse is stable, but in need of preservation and restoration work, causing the City of Chicago and Friends of the Chicago Harbor Lighthouse to work together to return this magnificent structure to its original beauty -- work that is especially urgent due to the changing environment of Lake Michigan and the onset of stronger storms due to climate change; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby declare August 7, 2025, as "National Lighthouse Day" in the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Friends of the Chicago Harbor Lighthouse as a sign of our honor and respect.

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*Presented By*

***ALDERPERSON KNUDSEN (43rd Ward):***

*CONGRATULATIONS EXTENDED TO MARTIN CASEY ON RETIREMENT AS 43RD WARD SUPERINTENDENT.*

[R2025-0017995]

WHEREAS, Martin "Marty" Casey has announced that he will retire as the 43rd Ward superintendent after 28 years of service to the City of Chicago; and

WHEREAS, The Chicago City Council has been informed of this event by Alderperson Timothy Knudsen; and

WHEREAS, Marty was born to Gus and Maura Casey on the North Side of Chicago in the Lakeview neighborhood and is the youngest of 8 children; and

WHEREAS, Marty married his wife, Dee Casey, on June 21, 1996 and moved to Dunning in 2000, where they still reside today; and

WHEREAS, Marty and Dee are the proud parents of 3 children, Mary, Michael and Marty, Jr.; and

WHEREAS, Marty followed in the footsteps of his father, Gus, who worked in Streets and Sanitation for the City of Chicago; and

WHEREAS, Marty started working for the City of Chicago on December 1, 1997, as a motor truck driver, and then moved onto be the sweeper driver for the 47th Ward for 6 years; and

WHEREAS, Marty was promoted to the position of ward superintendent for the 47th Ward in 2003 and served in the 47th for a total of 14 years; and

WHEREAS, In 2011, Marty became the ward superintendent in the 43rd Ward under Alderperson Michele Smith and has been serving with current Alderperson Timmy Knudsen for the past 3 years; and

WHEREAS, Marty has been an invaluable and inimitable member of the 43rd Ward team for the past 14 years; and

WHEREAS, Marty is the most reliable, knowledgeable, hardworking, kind person, who has made the 43rd Ward and the city a much better place; and

WHEREAS, In retirement, Marty is looking forward to enjoying his antique cars, relaxing in the pool, quiet days at Fish Lake Beach, practicing his "hole in one" game and working on projects around the house; and

WHEREAS, Marty's presence in the community is felt by all who live and work in the 43rd Ward; and

WHEREAS, Marty Casey is the best ward superintendent in the City of Chicago and will be sorely missed by everyone in the 43rd Ward and the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 18th day of June, 2025, do hereby express our sincere gratitude to Martin Casey for his 28 years of tireless public service and do hereby express our best wishes for his good health, happiness and prosperity; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Martin Casey and his family.

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*CONGRATULATIONS EXTENDED TO NEWLYWEDS BRIDGET RITTEN AND ALEX HOTOVY.*

[R2025-0017772]

WHEREAS, On the occasion of the marriage of Kathy and Chris Ritten's daughter, Bridget Ritten, to Marguerite and Steven Hotovy's son, Alex Hotovy; and

WHEREAS, Alderperson Timmy Knudsen issues this proclamation in acknowledgement of these two Chicagoans' union and contributions to the City of Chicago through their work with the Franciscan Outreach and The University of Chicago Graham School; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this 18th day of June, 2025, recognize this significant event on the 30th day of August 2025.

*CONGRATULATIONS EXTENDED TO GEJA'S CAFE ON 60TH ANNIVERSARY.*
[R2025-0017602]

WHEREAS, Geja's Cafe opened on Wells Street in 1965 and moved to 340 West Armitage Avenue in Lincoln Park in 1971; and

WHEREAS, Geja's features more than 20 different types of fondue entrees, including cheese fondue and chocolate desert fondue; and

WHEREAS, Armitage Avenue, from Orleans Street to Lincoln Avenue, has been designated "Honorary Geja's Cafe Way" for the past 10 years; and

WHEREAS, Geja's Cafe's fondue has its origins in the vineyards of Europe when, during the grape harvest, land owners placed heated pots of oil in the fields so workers could eat a hot meal without having to leave the vineyard; and

WHEREAS, The shared experience of fondue brings people together and Geja's Cafe is regularly voted one of Chicago's most romantic restaurants; and

WHEREAS, Families for over three generations have made Geja's Cafe a tradition in their family's history; and

WHEREAS, Geja's has featured live classical and flamenco musicians since its opening in 1965; and

WHEREAS, Geja's has been home to thousands of proposals, anniversaries, birthdays and other celebrations; and

WHEREAS, Geja's Cafe is one of Chicago's most admired restaurants and is a favorite indulgence for Chicagoans and visitors alike; and

WHEREAS, The Honorable Timothy Knudsen, Alderperson of the 43rd Ward, has apprised this august body of the restaurant's importance to the Lincoln Park community as it celebrates 60 years in business; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 18th day of June 2025, do hereby congratulate Geja's Cafe on its 60th anniversary and extend our very best wishes for continued success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Geja's Cafe.

*CONGRATULATIONS EXTENDED TO LINCOLN PARK COMMUNITY SERVICES ON 40TH ANNIVERSARY.*

[R2025-0017646]

WHEREAS, Lincoln Park Community Services (LPCS) was founded in Chicago's Lincoln Park neighborhood in 1985 when a handful of community members gathered to offer support to their neighbors facing homelessness; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Timothy R. Knudsen, Alderperson of the 43rd Ward; and

WHEREAS, Lincoln Park Community Services has grown from a seasonal overnight shelter to a year-round, multi-site operation housing 120 individuals facing homelessness; and

WHEREAS, Lincoln Park Community Services provide interim housing, along with support services, to 83 men and women at a time, and also provide permanent supportive housing to 37 other neighbors; and

WHEREAS, Through their efforts last year, Lincoln Park Community Services helped 79 guests graduate; had 167 street outreach guests assisted with case management; had 419 unique guests served in interim housing; had 1,792 men provided with beds during emergency oversight; had 3,000+ drop-in/street outreach program visits; had 4,300+ individuals helped across all programs; and has served over 110,000 meals to our neighbors; and

WHEREAS, Five days a week, LPCS opens its doors to unhoused individuals to have their basic needs met. Monday through Friday these guests take showers, do laundry, eat a healthy meal, use computers and can access case-management services; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby salute Lincoln Park Community Services for their commitment to supporting our neighbors, the City of Chicago, and humanity; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Lincoln Park Community Service as a sign of our honor and respect.

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*DECLARATION OF JUNE 14, 2025 AS "OLD TOWN ART FAIR DAY" IN CHICAGO.*

[R2025-0017639]

WHEREAS, Chicago's beloved Old Town Art Fair, one of the first fine art fairs of its kind in the country, commemorates its milestone 75th anniversary the weekend of June 14 and 15, 2025; and

WHEREAS, The Old Town Art Fair expects to attract an estimated 30,000 art lovers to the historic Old Town neighborhood over the two-day event; and

WHEREAS, The 75th anniversary Old Town Art Fair will showcase the work of 230 artists from across the country selected from a record-breaking 700+ artist submissions; offering a mix of paintings, sculpture, photography, printmaking, ceramics, glass, fiber, jewelry, and more; and

WHEREAS, The 75th anniversary Old Town Art Fair will also host its popular Garden Walk, offering visitors the opportunity to tour 57 neighborhood gardens -- many of which are private and only viewable during the Art Fair -- and which make the neighborhood a charming and delightful destination for locals and tourists alike; and

WHEREAS, Visitors additionally can enjoy the pleasant sounds of local singer-songwriters, jazz musicians, and folk bands performing on two outdoor stages, while the youngest fair-goers are entertained by a dedicated Children's Corner featuring interactive activities and crafts; and

WHEREAS, The Old Town Art Fair is hosted by the Old Town Triangle Association, a community-based, not-for-profit organization dedicated to enhancing the quality of life for neighbors in the historic Old Town Triangle District on Chicago's North Side; and

WHEREAS, Suggested donations at the Old Town Art Fair annually go directly back into local schools, arts, and cultural programs in the area, including historic and architectural preservation clubs, the Menomonee Club, and the Old Town Triangle Association; with the Old Town Art Fair directly contributing over $2.5 Million to some 200 community organizations in its 75-year history; now, therefore,

*Be It Resolved*, That we, Brandon Johnson, Mayor of the City of Chicago, and members of the Chicago City Council, do hereby proclaim June 14, 2025, to be "Old Town Art Fair Day" and encourage all Chicagoans to visit this treasured art and entertainment-filled experience.

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*CONGRATULATIONS EXTENDED TO STEPPENWOLF THEATRE ON TONY AWARDS.*

[R2025-0018042]

WHEREAS, Steppenwolf is grounded here in the 43rd Ward in Chicago; and

WHEREAS, The Steppenwolf ensemble first began performing in the mid-1970s in the basement of a church in Highland Park, Illinois, is the product of three high school and

college friends, and has become the premier ensemble theatre in Illinois and the entire country, with 49 members who are the top actors, playwrights and directors in the field; and

WHEREAS, "Purpose", a drama play by Branden Jacobs-Jenkins that was commissioned and first produced and shown by Chicago's Steppenwolf Theatre Company, has won the Tony Award for Best Play at the 2025 Tony Awards ceremony at Radio City Music Hall in New York City; and

WHEREAS, Kara Young has won her second Tony Award for best actress in a featured role in a play for the show "Purpose"; and

WHEREAS, More than 40 original Steppenwolf productions have seen national and international success, including Broadway, Off-Broadway, London, Sydney, Galway and Dublin; and

WHEREAS, Steppenwolf holds numerous accolades, including the National Medal of Arts, 14 Tony Awards, two Pulitzer Prize-winning commissions and more; and

WHEREAS, Alderperson Timmy Knudsen issues this proclamation in acknowledgement of Steppenwolf Theatre, Branden Jacobs-Jenkins, and Kara Young's contributions to the City of Chicago through their work with Steppenwolf, and the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, gathered here this 18th day of June 2025, recognize this significant accomplishment for the entire Steppenwolf team.

---

*Presented By*

***ALDERPERSON LAWSON (44th Ward):***

*CONGRATULATIONS EXTENDED TO THE BARRY CONDOMINIUM ON 100TH ANNIVERSARY.*

[R2025-0017645]

WHEREAS, Located at 3100 North Sheridan Road, The Barry stands as an enduring symbol of architectural excellence and community spirit in Chicago's East Lakeview neighborhood; and

WHEREAS, Designed by noted architect Robert S. De Golyer and constructed by the Paschen Brothers between 1924 and 1925, The Barry is a 12-story Beaux-Arts gem that has served as a distinctive residential anchor on the North Side for a full century; and

WHEREAS, The Barry's elegant facade, intricate stone detailing, and signature decorative cornice continue to reflect the timeless grandeur of its era, while the building's generous floor plans, historic character, and close proximity to Lake Michigan have long made it one of Chicago's most desirable addresses; and

WHEREAS, Over the years, The Barry has been home to generations of Chicagoans -- including notable residents such as former Mayor William Hale Thompson -- and has continued to evolve, transitioning from luxury rental units to the vibrant community it is today; and

WHEREAS, In celebration of its centennial year, The Barry community will host a series of events throughout 2025, beginning with a spirited Roaring Twenties-themed courtyard party in June and continuing with seasonal gatherings and the release of a commemorative book honoring the building's rich history, culture, and residents -- some of whom have called it home for decades; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this day, do hereby recognize and congratulate The Barry Condominium on the occasion of its 100th anniversary, and extend our sincere appreciation to its residents, board, and staff for their stewardship of this historic treasure; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to The Barry in honor of this momentous occasion and its lasting contributions to Chicago's architectural and civic legacy.

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*Presented By*

***ALDERPERSON GARDINER (45th Ward):***

*CONGRATULATIONS EXTENDED TO KATHERINE ASARO ON 93RD BIRTHDAY.*
[R2025-0017814]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Katherine Asaro in honor of her 93rd birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Katherine Asaro on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Katherine Asaro on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Katherine Asaro.

---

*CONGRATULATIONS EXTENDED TO THERESA BURGER ON 75TH BIRTHDAY.*

[R2025-0017852]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Theresa Burger in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Theresa Burger on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Theresa Burger on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Theresa Burger.

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*CONGRATULATIONS EXTENDED TO NILLA COOPER ON 70TH BIRTHDAY.*

[R2025-0017815]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nilla Cooper in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Nilla Cooper on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Nilla Cooper on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Nilla Cooper.

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*CONGRATULATIONS EXTENDED TO TAMMY COWSKY ON 65TH BIRTHDAY.*
[R2025-0017818]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Tammy Cowsky in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Tammy Cowsky on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Tammy Cowsky on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Tammy Cowsky.

---

*CONGRATULATIONS EXTENDED TO HANIJA DARDAGAN ON 68TH BIRTHDAY.*
[R2025-0017850]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hanija Dardagan in honor of her 68th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Hanija Dardagan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Hanija Dardagan on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Hanija Dardagan.

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*CONGRATULATIONS EXTENDED TO ROBERT DEGENHART ON 75TH BIRTHDAY.*

[R2025-0017820]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert Degenhart in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Robert Degenhart on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Robert Degenhart on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Robert Degenhart.

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*CONGRATULATIONS EXTENDED TO NORLITO EMPALMADO ON 70TH BIRTHDAY.*

[R2025-0017829]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Norlito Empalmado in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Norlito Empalmado on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Norlito Empalmado on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Norlito Empalmado.

*CONGRATULATIONS EXTENDED TO MARY FITZHENRY ON 65TH BIRTHDAY.*
[R2025-0017853]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Fitzhenry in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mary Fitzhenry on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Mary Fitzhenry on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mary Fitzhenry.

---

*CONGRATULATIONS EXTENDED TO MARK HALL ON 65TH BIRTHDAY.*
[R2025-0017822]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mark Hall in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mark Hall on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Mark Hall on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mark Hall.

---

*CONGRATULATIONS EXTENDED TO ROY HULL ON 92ND BIRTHDAY.*
[R2025-0017903]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roy Hull in honor of his 92nd birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Roy Hull on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Roy Hull honorably served the Chicago Fire Department for 37 years until his retirement, demonstrating unwavering commitment, courage, and dedication to the safety and well-being of our city and its residents; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Roy Hull on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Roy Hull.

---

*CONGRATULATIONS EXTENDED TO ALEXANDER IFKOWITSCH ON 90TH BIRTHDAY.*

[R2025-0017823]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alexander Ifkowitsch in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Alexander Ifkowitsch on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Alexander Ifkowitsch on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Alexander Ifkowitsch.

---

*CONGRATULATIONS EXTENDED TO SCOTT JULIAN ON 70TH BIRTHDAY.*

[R2025-0017826]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Scott Julian in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Scott Julian on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Scott Julian on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Scott Julian.

---

*CONGRATULATIONS EXTENDED TO KAREN KELLY ON 70TH BIRTHDAY.*
[R2025-0017827]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Karen Kelly in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Karen Kelly on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Karen Kelly on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Karen Kelly.

---

*CONGRATULATIONS EXTENDED TO SHERRY LAPINSKI ON 80TH BIRTHDAY.*
[R2025-0017828]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sherry Lapinski in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Sherry Lapinski on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Sherry Lapinski on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Sherry Lapinski.

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*CONGRATULATIONS EXTENDED TO YOUSIF MAREI ON 70TH BIRTHDAY.*
[R2025-0017812]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yousif Marei in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Yousif Marei on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Yousif Marei on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Yousif Marei.

---

*CONGRATULATIONS EXTENDED TO DANIEL MARTINO ON 75TH BIRTHDAY.*
[R2025-0017813]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Daniel Martino in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Daniel Martino on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Daniel Martino on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Daniel Martino.

*CONGRATULATIONS EXTENDED TO MARGARITA MONTANO ON 65TH BIRTHDAY.*

[R2025-0017830]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margarita Montano in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Margarita Montano on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Margarita Montano on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Margarita Montano.

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*CONGRATULATIONS EXTENDED TO PAUL MORELLI ON 70TH BIRTHDAY.*

[R2025-0017831]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Paul Morelli in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Paul Morelli on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Paul Morelli on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Paul Morelli.

---

*CONGRATULATIONS EXTENDED TO NANCY ONEILL ON 65TH BIRTHDAY.*

[R2025-0017832]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nancy Oneill in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Nancy Oneill on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Nancy Oneill on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Nancy Oneill.

---

*CONGRATULATIONS EXTENDED TO MICHAEL QUINN ON 65TH BIRTHDAY.*

[R2025-0017839]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michael Quinn in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Michael Quinn on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Michael Quinn on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Michael Quinn.

---

*CONGRATULATIONS EXTENDED TO LAURIE RAGUSI ON 65TH BIRTHDAY.*

[R2025-0017834]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Laurie Ragusi in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Laurie Ragusi on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Laurie Ragusi on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Laurie Ragusi.

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*CONGRATULATIONS EXTENDED TO JOHN RANDALL ON 75TH BIRTHDAY.*
[R2025-0017837]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Randall in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to John Randall on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate John Randall on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to John Randall.

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*CONGRATULATIONS EXTENDED TO NORBERT RENDAK ON 85TH BIRTHDAY.*
[R2025-0017835]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Norbert Rendak in honor of his 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Norbert Rendak on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Norbert Rendak on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Norbert Rendak.

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*CONGRATULATIONS EXTENDED TO GIOVANNI STRINGILE ON 65TH BIRTHDAY.*
[R2025-0017841]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Giovanni Stringile in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Giovanni Stringile on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Giovanni Stringile on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Giovanni Stringile.

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*CONGRATULATIONS EXTENDED TO PATRICIA SUMMINS ON 90TH BIRTHDAY.*
[R2025-0017842]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Summins in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Patricia Summins on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Patricia Summins on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Patricia Summins.

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*CONGRATULATIONS EXTENDED TO MARGARET S. THOMPSON ON 90TH BIRTHDAY.*

[R2025-0017844]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margaret S. Thompson in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Margaret S. Thompson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Margaret S. Thompson on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Margaret S. Thompson.

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*CONGRATULATIONS EXTENDED TO JANINA TOCZYCKI ON 91ST BIRTHDAY.*

[R2025-0017845]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Janina Toczycki in honor of her 91st birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Janina Toczycki on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Janina Toczycki on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Janina Toczycki.

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*CONGRATULATIONS EXTENDED TO GLORIA WOJNICKI ON 85TH BIRTHDAY.*
[R2025-0017847]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gloria Wojnicki in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Gloria Wojnicki on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Gloria Wojnicki on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Gloria Wojnicki.

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*CONGRATULATIONS EXTENDED TO WERONIKA ZIEMBA ON 94TH BIRTHDAY.*
[R2025-0017849]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Weronika Ziemba in honor of her 94th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Weronika Ziemba on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 18th day of June 2025, do hereby congratulate Weronika Ziemba on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Weronika Ziemba.

## *MATTERS PRESENTED BY THE ALDERPERSONS.*

***(Presented By Wards, In Order, Beginning With The 1st Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

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### *1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.*

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*Referred* -- ESTABLISHMENT OF LOADING ZONES.

The alderpersons named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location, Distance And Time |
|---|---|
| *MOSLEY* (21st Ward) | West 112th Street (south side) from a point 74 feet east of South Bishop Street to a point 114 feet east thereof -- 15-minute loading/tow-away zone -- 6:00 A.M. to 6:00 P.M. -- Monday to Friday; [O2025-0018213] |
| *SCOTT* (24th Ward) | 3352 -- 3340 West 16th Street -- no parking/tow-away zone -- loading/standing zone -- at all times -- all days. [O2025-0017870] |

*Referred* -- AMENDMENT OF STANDING ZONE AT 30 N. RACINE AVE.

[O2025-0017929]

Alderperson Burnett (27th Ward) presented a proposed ordinance to repeal a previously passed ordinance which established a 30-minute standing zone at 30 North Racine Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- ESTABLISHMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT ON PORTION OF W. DEMING PL.

[O2025-0018218]

Alderperson Knudsen (43rd Ward) presented a proposed ordinance to restrict the flow of traffic on West Deming Place, from North Clark Street to North Lakeview Avenue, to one-way, westerly, which was *Referred to the Committee on Pedestrian and Traffic Safety*

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*Referred* -- PROHIBITION OF PARKING AT ALL TIMES.
(Except For Disabled)

The alderpersons named below presented proposed ordinances to prohibit the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Permit Number |
|---|---|
| *LA SPATA* (1st Ward) | North Hermitage Avenue, at 878 (Handicapped Parking Permit 136220); [O2025-0018088] |
| | North Rockwell Avenue, at 2217 (handicapped permit parking); [O2025-0018217] |

| Alderperson | Location And Permit Number |
|---|---|
| *HALL*<br>(6th Ward) | South Dr. Martin Luther King, Jr. Drive, at 6918 (handicapped permit parking);<br>[O2025-0017625] |
| | South Michigan Avenue, at 7733 (handicapper permit parking);<br>[O2025-0017649] |
| | South Wabash Avenue, at 7521 (handicapped permit parking);<br>[O2025-0017627] |
| *HARRIS*<br>(8th Ward) | South Woodlawn Avenue, at 9805 (Handicapped Parking Permit 131165);<br>[O2025-0018095] |
| *LEE*<br>(11th Ward) | South Stark Street, at 2531 (Handicapped Parking Permit 136392);<br>[O2025-0017795] |
| *RAMIREZ*<br>(12th Ward) | South Rockwell Street, at 4016 (Handicapped Parking Permit 135984);<br>[O2025-0017604] |
| | West 38th Street, at 3135 (Handicapped Parking Permit 134386);<br>[O2025-0017911] |
| | West 39th Place, at 2752 (Handicapped Parking Permit 136167);<br>[O2025-0017773] |
| *QUINN*<br>(13th Ward) | South Keating Avenue, at 6150 (Handicapped Parking Permit 136278);<br>[O2025-0018104] |
| | South Keating Avenue, at 6647 (Handicapped Parking Permit 136299);<br>[O2025-0018106] |
| | South Keeler Avenue, at 6036 (Handicapped Parking Permit 136131);<br>[O2025-0018061] |

| Alderperson | Location And Permit Number |
|---|---|
| | South Kenneth Avenue, at 6031 (Handicapped Parking Permit 136139); [O2025-0018102] |
| | South Kildare Avenue, at 5816 (Handicapped Parking Permit 136340); [O2025-0018056] |
| | South Kildare Avenue, at 5825 (Handicapped Parking Permit 136341); [O2025-0018053] |
| | South Kostner Avenue, at 6623 (Handicapped Parking Permit 136219); [O2025-0018107] |
| | South Mayfield Avenue, at 5543 (Handicapped Parking Permit 136676); [O2025-0018109] |
| | South Narragansett Avenue, at 6100 (Handicapped Parking Permit 136216); [O2025-0018062] |
| | South Newcastle Avenue, at 5816 (Handicapped Parking Permit 136207); [O2025-0018059] |
| | South Parkside Avenue, at 6031 (Handicapped Parking Permit 136206); [O2025-0018057] |
| | West 63rd Place, at 6513 (Handicapped Parking Permit 136335); [O2025-0018052] |
| *GUTIÉRREZ* (14th Ward) | South Keeler Avenue, at 4632 (Handicapped Parking Permit 134876); [O2025-0018206] |
| | West Marquette Avenue, at 3318 (Handicapped Parking Permit 136247); [O2025-0018205] |
| | West 66th Place, at 3307 (Handicapped Parking Permit 135868); [O2025-0018207] |

| Alderperson | Location And Permit Number |
|---|---|
| *LOPEZ*<br>(15th Ward) | South Laflin Street, at 4522 (Handicapped Parking Permit 136054); [O2025-0017752] |
| | West 46th Street, at 516 (Handicapped Parking Permit 136529); [O2025-0018203] |
| *MOORE*<br>(17th Ward) | South Hoyne Avenue, at 7243 (Handicapped Parking Permit 132485); [O2025-0018092] |
| | South LaSalle Street, at 7925 (Handicapped Parking Permit 132948); [O2025-0017753] |
| | South Oakley Avenue, at 7015 (Handicapped Parking Permit 134852); [O2025-0017729] |
| | South Wolcott Avenue, at 7625 (Handicapped Parking Permit 136210); [O2025-0018079] |
| | South Wolcott Avenue, at 8226 (Handicapped Parking Permit 136324); [O2025-0018090] |
| *RODRÍGUEZ*<br>(22nd Ward) | South Kedvale Avenue, at 3015 (Handicapped Parking Permit 135890); [O2025-0018201] |
| | South Millard Avenue, at 2648 (Handicapped Parking Permit 135882); [O2025-0018200] |
| | South Millard Avenue, at 2801 (Handicapped Parking Permit 134393); [O2025-0018199] |
| | South Springfield Avenue, at 3120 (Handicapped Parking Permit 134341); [O2025-0018202] |
| | South Tripp Avenue, at 3021 (Handicapped Parking Permit 136266); [O2025-0018208] |

| Alderperson | Location And Permit Number |
|---|---|
| *TABARES* (23rd Ward) | South Kildare Avenue, at 5417 (Handicapped Parking Permit 136075); [O2025-0017776] |
| *SIGCHO-LOPEZ* (25th Ward) | West Cullerton Street, at 1531 (Handicapped Parking Permit 136553); [O2025-0017934] |
| | South Whipple Street, at 2417 (Handicapped Parking Permit 136451); [O2025-0017937] |
| | West 19th Street, at 903 (Handicapped Parking Permit 136265); [O2025-0017939] |
| | West 19th Street, at 1156 (Handicapped Parking Permit 135997); [O2025-0017933] |
| | West 22nd Place, at 2126 (Handicapped Parking Permit 135018); [O2025-0017940] |
| *FUENTES* (26th Ward) | West Beach Avenue, at 3537 (Handicapped Parking Permit 135443); [O2025-0017872] |
| | North Keeler Avenue, at 1711 (Handicapped Parking Permit 135652); [O2025-0017874] |
| | West Le Moyne Street, at 3429 (Handicapped Parking Permit 136305); [O2025-0017873] |
| *BURNETT* (27th Ward) | West Grand Avenue, at 1801 (Handicapped Parking Permit 136349); [O2025-0017719] |
| | North Homan Avenue, at 625 (Handicapped Parking Permit 135816); [O2025-0017718] |
| | North Lawndale Avenue, at 633 (Handicapped Parking Permit 132426); [O2025-0017651] |

| Alderperson | Location And Permit Number |
|---|---|
| | West Monroe Street, at 2218 (Handicapped Parking Permit 136461); [O2025-0017593] |
| | West Washington Boulevard, at 2743 (Handicapped Parking Permit 136545); [O2025-0017750] |
| *ERVIN* (28th Ward) | West Congress Parkway, at 4128 (Handicapped Parking Permit 135200); [O2025-0018072] |
| | West Congress Parkway, at 4146 (Handicapped Parking Permit 135309); [O2025-0018070] |
| | West Flournoy Street, at 3051 (handicapped permit parking); [O2025-0018073] |
| | West Jackson Boulevard, at 4509 (Handicapped Parking Permit 135522); [O2025-0018069] |
| | West Maypole Avenue, at 5009 (Handicapped Parking Permit 135731); [O2025-0017981] |
| | West Monroe Street, at 3840 (handicapped permit parking); [O2025-0018074] |
| | West Van Buren Street, at 3509 (Handicapped Parking Permit 135040); [O2025-0018068] |
| | West Washington Boulevard, at 4152 (Handicapped Parking Permit 134880); [O2025-0018071] |
| | West Wilcox Street, at 3844 (handicapped permit parking); [O2025-0018075] |
| *TALIAFERRO* (29th Ward) | North Mayfield Avenue, at 1425 (Handicapped Parking Permit 136196); [O2025-0017798] |

| Alderperson | Location And Permit Number |
|---|---|
| *CARDONA* (31st Ward) | North Knox Avenue, at 2312 (Handicapped Parking Permit 135369); [O2025-0018060] |
| *VILLEGAS* (36th Ward) | North Monitor Avenue, at 2304 (Handicapped Parking Permit 136033); [O2025-0018093] |
| | North Mulligan Avenue, at 2209 (Handicapped Parking Permit 136107); [O2025-0018094] |
| *MITTS* (37th Ward) | North Keating Avenue, at 1443 (Handicapped Parking Permit 132745); [O2025-0017869] |
| *GARDINER* (45th Ward) | North Austin Avenue, at 5520 (handicapped permit parking); [O2025-0017793] |
| *MARTIN* (47th Ward) | West Sunnyside Avenue, at 1900 (signs to be posted at 1901 -- 1903 West Sunnyside Avenue) (handicapped permit parking); [O2025-0018219] |
| *HADDEN* (49th Ward) | West Albion Avenue, at 1326 (Handicapped Parking Permit 136041); [O2025-0017786] |
| | North Ashland Avenue, at 6913 (signs to be posted at 1534 West Farwell Avenue) (Handicapped Parking Permit 136374); [O2025-0017788] |
| | North Damen Avenue, at 7466 (Handicapped Parking Permit 136538); [O2025-0017787] |
| | West Estes Avenue, at 1360 (Handicapped Parking Permit 132704); [O2025-0017791] |

| Alderperson | Location And Permit Number |
|---|---|
| *SILVERSTEIN* (50th Ward) | North Albany Drive, at 6528 (signs to be posted at 6524 -- 6528 North Albany Drive, between both addresses) (Handicapped Parking Permit 136063). [O2025-0017585] |

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*Referred* -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Permit Number |
|---|---|
| *QUINN* (13th Ward) | Amend ordinance by striking: "South Kedvale Avenue, at 6124 (Handicapped Parking Permit 133481)"; [O2025-0017938] |
| | Amend ordinance by striking: "South Moody Avenue, at 6215 (Handicapped Parking Permit 112085)"; [O2025-0017931] |
| | Amend ordinance by striking: "South Newland Avenue, at 5839 (Handicapped Parking Permit 125173)"; [O2025-0017942] |
| | Amend ordinance by striking: "West 59th Street, at 4355 (Handicapped Parking Permit 131371)"; [O2025-0017946] |
| | Amend ordinance by striking: "West 64th Place, at 6054 (Handicapped Parking Permit 119949)"; [O2025-0017935] |

| Alderperson | Location And Permit Number |
|---|---|
| *GUTIÉRREZ* (14th Ward) | Amend ordinance which was passed February 19, 2020, *Journal of the Proceedings of the City Council of the City of Chicago,* page 14116, by striking: "South Whipple Street, at 5714 (Handicapped Parking Permit 119394)"; [O2025-0018204] |
| *TABARES* (23rd Ward) | Amend ordinance by striking: "South Kilbourn Avenue, at 6758 (Handicapped Parking Permit 129626)"; [O2025-0017783] |
| | Amend ordinance by striking: "South Melvina Avenue, at 5209 (Handicapped Parking Permit 103054)"; [O2025-0017780] |
| | Amend ordinance by striking: "South Mulligan Avenue, at 5425 (Handicapped Parking Permit 127618)"; [O2025-0017777] |
| | Amend ordinance by striking: "West 56th Street, at 3734 (Handicapped Parking Permit 103054)"; [O2025-0017782] |
| | Amend ordinance by striking: "West 60th Place, at 3709 (Handicapped Parking Permit 133582)"; [O2025-0017778] |
| *CARDONA* (31st Ward) | Amend ordinance by striking: "West George Street, at 4959 (Handicapped Parking Permit 106365)"; [O2025-0017864] |
| *WAGUESPACK* (32nd Ward) | Repeal ordinance which reads: "West Lyndale Street, at 2344 (Handicapped Parking Permit 8011)"; [O2025-0017884] |

| Alderperson | Location And Permit Number |
|---|---|
| *HADDEN* (49th Ward) | Repeal ordinance which reads: "North Rogers Avenue, at 7227 (Handicapped Parking Permit 104624)"; [O2025-0017785] |
| *SILVERSTEIN* (50th Ward) | Amend ordinance by striking: "West Birchwood Avenue, at 2729 (Handicapped Parking Permit 47033)"; [O2025-0017770] |
| | Amend ordinance by striking: "North Sacramento Avenue, at 6202 (Handicapped Parking Permit 133607)". [O2025-0017771] |

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*Referred* -- AMENDMENT OF RESERVED DISABLED PARKING.

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which established 2 percent reserved disabled parking at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Permit Number |
|---|---|
| *CRUZ* (30th Ward) | Amend ordinance which was passed June 30, 2009, *Journal of the Proceedings of the City Council of the City of Chicago,* page 65598, which reads: "North Mason Avenue (east side) from a point 20 feet north of West Barry Avenue to a point 180 feet north thereof -- reserved parking for disabled -- 4:00 P.M. to 7:00 P.M., Saturday and 6:00 A.M. to 8:00 P.M., Sunday" by striking: "4:00 P.M. to 7:00 P.M., Saturday and 6:00 P.M. to 8:00 P.M., Sunday" and inserting: "at all times -- all days" in lieu thereof; [O2025-0017634] |

| Alderperson | Location And Permit Number |
|---|---|
| *REILLY* (42nd Ward) | Amend ordinance which was passed May 25, 2018, *Journal of the Proceedings of the City Council of the City of Chicago*, page 77901, which reads: "South Columbus Drive (west side) from a point 96 feet north of East Jackson Drive to a point 20 feet north thereof -- 2 percent reserved disabled parking (public benefit) (18-0091131)" by striking the above and inserting: "South Columbus Drive (west side) from a point 96 feet north of East Jackson Drive to a point 40 feet north thereof -- 2 percent reserved disabled parking (public benefit) (18-0091131)" in lieu thereof. [O2025-0018211] |

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*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented a proposed ordinance and a proposed order to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location, Distance And Time |
|---|---|
| *MOORE* (17th Ward) | South Elizabeth Street, at 8200 -- residential permit parking zone -- at all times -- all days; [Or2025-0017647] |
| *VILLEGAS* (36th Ward) | North Neenah Avenue (both sides) at 2900 -- 2959 (North Neenah Avenue, between West Wellington Avenue and West George Street) -- residential permit parking park zone -- at all times -- all days. [O2025-0018103] |

*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location, Distance And Time |
|---|---|
| *LEE* (11th Ward) | Amend ordinance which was passed December 11, 2024, *Journal of the Proceedings of the City Council of the City of Chicago,* page 21646, which reads: "2951 -- 2986 South Bonaparte Street (both sides) and 3021 -- 3031 South Lock Street (both sides) -- Residential Permit Parking Zone 2459 -- at all times -- all days" by striking: "3021 -- 3031 South Lock Street (both sides)" and inserting: "3021 and 3031 South Lock Street" in lieu thereof; [O2025-0017797] |
| *RAMIREZ* (12th Ward) | Repeal ordinance which amends Residential Permit Parking Zone 31 by adding: "3801 -- 3845 South Honore Street" and by striking: "3800 -- 3844 South Honore Street"; [O2025-0017759] |
| *SIGCHO-LOPEZ* (25th Ward) | Amend ordinance which was passed October 16, 2023, *Journal of the Proceedings of the City Council of the City of Chicago,* page 4144, which reads: "Residential Permit Parking Zone 2413 at 903 -- 929 West Cullerton Street (south side) -- at all times -- all days" by striking: "903" and inserting: "901" in lieu thereof. [O2025-0017944] |

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*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING BUFFER ZONE AT 3935 -- 3945 W. CORTLAND ST.

[O2025-0017807]

Alderperson Fuentes (26th Ward) presented a proposed ordinance to establish a buffer zone for Residential Permit Parking Zone 781 on the odd side of 3935 -- 3945 West Cortland Street, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

*Referred* -- AMENDMENT OF PARKING RESTRICTIONS.

The alderpersons named below presented a proposed ordinance and a proposed order directing the Commissioner of Transportation to install no parking signs at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Type Of Sign |
|---|---|
| *RODRÍGUEZ* (22nd Ward) | Repeal of parking restrictions at West Ogden Avenue (east side) between South Pulaski Road and the Chicago City limits -- 7:00 A.M. to 9:00 A.M.; and at West Ogden Avenue (west side) between South Pulaski Road and the Chicago City limits -- 4:00 P.M to 6:00 P.M.; [Or2025-0017691] |
| *REILLY* (42nd Ward) | Amend previously passed ordinance which reads: "West Hubbard Street (north side) from a point 40 feet east of North Clark Street to the first alley east thereof -- no parking/tow-away zone -- 5:00 P.M. to 6:00 A.M." by striking the above and inserting: "West Hubbard Street (north side) from a point 40 feet east of North Clark Street to the first alley east thereof -- no parking/tow-away zone -- 11:00 P.M. to 6:00 A.M." in lieu thereof. [O2025-0018210] |

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*Referred* -- INSTALLATION OF NO PARKING SIGNS.

The alderpersons named below presented proposed ordinances and a proposed order directing the Commissioner of Transportation to install no parking signs at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Type Of Sign |
|---|---|
| *TABARES* (23rd Ward) | West 69th Street (both sides) from South Keeler Avenue to South Kostner Avenue -- no truck parking -- tow-away zone -- at all times -- all days; [Or2025-0017775] |

| Alderperson | Location And Type Of Sign |
|---|---|
| *SCOTT*<br>(24th Ward) | South Kilpatrick Avenue (east and west sides) at 808 -- 916 -- no parking/tow-away zone -- at all times -- all days;<br>[O2025-0017806] |
| *ERVIN*<br>(28th Ward) | West Adams Street (north side) from South Kenton Avenue to the first alley east thereof -- no parking/tow-away zone -- at all times -- all days;<br>[O2025-0017983] |
| *REILLY*<br>(42nd Ward) | West Hubbard Street, at 6 (for a distance of approximately 43 feet) -- no parking/tow-away zone -- at all times -- all days;<br>[O2025-0018214] |
| | West Hubbard Street (south side) from a point 140 feet west of North LaSalle Street to a point 80 feet west thereof -- at all times -- all days.<br>[O2025-0018215] |

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*Referred* -- CLOSURE OF PORTION OF N. MORGAN ST. STREET FOR BENNETT DAY SCHOOL.

[O2025-0018216]

Alderperson Burnett (27th Ward) presented a proposed ordinance for a closure of North Morgan Street, from West Grand Avenue to West Hubbard Street, to be in effect from 3:00 P.M. to 3:30 P.M. on Monday, Tuesday, Thursday and Friday, and from 2:00 P.M. to 2:30 P.M. on Wednesday, for Bennett Day School at 995 West Grand Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances and orders directing the Commissioner of Transportation to install traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Alderperson | Location And Type Of Sign |
|---|---|
| *LA SPATA*<br>(1st Ward) | West Augusta Boulevard and North Hermitage Avenue -- "All-Way Stop";<br>[O2025-0018198] |
| *HALL*<br>(6th Ward) | West 74th Street and South Normal Avenue -- "All-Way Stop";<br>[O2025-0017930] |
| *MOSLEY*<br>(21st Ward) | South Normal Avenue and West 115th Street -- "All-Way Stop";<br>[O2025-0018212] |
| *SCOTT*<br>(24th Ward) | South Kedzie Avenue and West 21st Street -- "All-Way Stop";<br>[O2025-0017765] |
| | West Polk Street and South Lavergne Avenue -- "All-Way Stop";<br>[O2025-0017640] |
| | West 23rd Street and South Marshall Boulevard -- "All-Way Stop";<br>[O2025-0017871] |
| *ERVIN*<br>(28th Ward) | West Carroll Avenue and North Homan Avenue -- "All-Way Stop";<br>[Or2025-0017984] |
| | West Congress Parkway at South St. Louis Avenue -- "Stop";<br>[Or2025-0017985] |
| *TALIAFERRO*<br>(29th Ward) | West Railroad Avenue and South Mayfield Avenue -- "2-Way Stop";<br>[O2025-0017697] |
| *SILVERSTEIN*<br>(50th Ward) | North Sacramento Avenue and West Fargo Avenue -- "All-Way Stop".<br>[O2025-0017656] |

*2. ZONING ORDINANCE AMENDMENTS.*

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*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 DOWELL* (3rd Ward):

To classify as a DR-5 Downtown Residential District instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 6-E bounded by:

East Cermak Road; the west right-of-way line of the Chicago Transit Authority Railroad; a line 145 feet south of and parallel to East Cermak Road; and South State Street (common address: 2201 South State Street).

[O2025-0017655]

*BY ALDERPERSON LEE* (11th Ward):

To classify as a B3-2 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 8-H bounded by:

West 35th Street; a line 97 feet east of and parallel to South Paulina Street; the alley next south of and parallel to West 35th Street; and a line 49 feet east of and parallel to South Paulina Street (common address: 1653 West 35th Street).

[O2025-0017887]

*BY ALDERPERSON MOSLEY* (21st Ward):

To classify as a B3-2 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Numbers 26-G and 28-G bounded by:

West 110th Place; the east right-of-way line of the Pennsylvania Railroad; a line 125 feet south of and parallel to West 110th Place; a line 125 feet west of and parallel to South Morgan Street; a line 200 feet south of and parallel to West 110th Place; a line 135 feet west of and parallel to South Morgan Street; West 111th Street; the west right-of-way line of the Pennsylvania Railroad; the alley next south of and parallel to West 111th Street; a line 49.15 feet west of and parallel to South Aberdeen Street;

West 111th Street; and South Aberdeen Street (common address: 1030 -- 1058 West 111th Street; 1047 -- 1059 West 111th Street; 10700 South Racine Avenue; 11045 South Aberdeen Street).

[O2025-0018192]

*BY ALDERPERSON RODRÍGUEZ* (22nd Ward):

To classify as a B1-3 Neighborhood Shopping District instead of an M2-3 Light Industry District the area shown on Map Number 6-J bounded by:

the Atchison, Topeka, and Santa Fe Railway; South Kedzie Avenue; a line 204.42 feet north of and parallel to West 31st Street; and a line 265.75 feet west of and parallel to South Kedzie Avenue (common address: 3010 -- 3030 South Kedzie Avenue).

[O2025-0017733]

To classify as an RS3 Residential Single-Unit (Detached House) District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 6-J bounded by:

West 30th Street; South Spaulding Avenue; a line 175 feet south of and parallel to West 30th Street; and the alley next west of and parallel to South Spaulding Avenue (common address: 3000 -- 3016 South Spaulding Avenue).

[O2025-0017696]

To classify as a C1-1 Neighborhood Commercial District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 6-J bounded by:

a line 350 feet south of and parallel to West 30th Street; the alley next east of and parallel to South Christiana Avenue; a line 175 feet south of and parallel to West 30th Street; South Spaulding Avenue; the Atchison, Topeka, and Santa Fe Railway; and South Christiana Avenue (common address: 3018 South Spaulding Avenue and 3037 South Christiana Avenue).

[O2025-0017737]

To classify as a C1-1 Neighborhood Commercial District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 6-J bounded by:

West 30th Street; the Atchison, Topeka, and Santa Fe Railway; and South Spaulding Avenue (common address: 3225 -- 3251 West 30th Street).

[O2025-0017743]

To classify as a B3-1 Community Shopping District instead of an M2-3 Light Industry District the area shown on Map Number 6-J bounded by:

the Atchison, Topeka, and Santa Fe Railway; a line 265.75 feet west of and parallel to South Kedzie Avenue; a line 204.42 feet north of and parallel to West 31st Street; South Kedzie Avenue; West 31st Street; and South Spaulding Avenue (common address: 3214 -- 3252 West 31st Street).

[O2025-0017739]

To classify as a B1-3 Neighborhood Shopping District instead of an M2-3 Light Industry District the area shown on Map Number 6-J bounded by:

the Atchison, Topeka, and Santa Fe Railway; South Spaulding Avenue; West 31st Street; and South Christiana Avenue, if extended south where no street exists (common address: 3300 -- 3324 West 31st Street).

[O2025-0017751]

*BY ALDERPERSON CARDONA* (31st Ward):

To classify as a B1-1 Neighborhood Shopping District instead of a C2-1 Motor Vehicle-Related Commercial District the area shown on Map Number 7-K bounded by:

a line 149.27 feet south of and parallel to West Barry Avenue; the alley next east of and parallel to North Cicero Avenue; a line 249.27 feet south of and parallel to West Barry Avenue; and North Cicero Avenue (common address: 3037 -- 3043 North Cicero Avenue).

[O2025-0018163]

To classify as a B1-1 Neighborhood Shopping District instead of a C2-1 Motor Vehicle-Related Commercial District the area shown on Map Number 7-K bounded by:

a line 299.75 feet south of and parallel to West Belmont Avenue; the alley next east of and parallel to North Cicero Avenue; a line 349.75 feet south of and parallel to West Belmont Avenue; and North Cicero Avenue (common address: 3125 North Cicero Avenue).

[O2025-0018161]

*BY ALDERPERSON VILLEGAS* (36th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B3-1 Community Shopping District the area shown on Map Number 7-N bounded by:

West Diversey Avenue; the alley next east of and parallel to North Oak Park Avenue; a line 86.5 feet south of and parallel to West Diversey Avenue; and North Oak Park Avenue (common address: 2753 -- 2759 North Oak Park Avenue).

[O2025-0018184]

*BY ALDERPERSON KNUDSEN* (43rd Ward):

To classify as a B1-2 Neighborhood Shopping District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 5-F bounded by:

West Armitage Avenue; a line 76.95 feet southwest of West Armitage Avenue, as measured along the east right-of-way line of North Lincoln Avenue; and North Lincoln Avenue (common address: 345 West Armitage Avenue).

[O2025-0017769]

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*3. UNCLASSIFIED MATTERS.*

*(Arranged In Order According To Ward Number)*

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

**ALDERPERSON LA SPATA (1st Ward):**

*Referred* -- EXEMPTION OF 2076 N WESTERN LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0018076]

A proposed ordinance to exempt 2076 N Western LLC from the physical barrier requirement

pertaining to alley accessibility for the parking facilities for 2072 -- 2078 North Western 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.*

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Presented By

**ALDERPERSON HALL (6th Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF W. MARQUETTE RD. AS "RYAN HARRIS WAY".

[O2025-0018051]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West Marquette Road, between South Lowe Avenue and South Normal Avenue, as "Ryan Harris Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON MITCHELL (7th Ward)**
**And OTHERS:**

*Referred* -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING SECTIONS 17-3-0207 AND 17-9-0109 REGARDING PERMIT REQUIREMENTS AND EXPANSION RESTRICTIONS FOR GAS STATIONS.

[O2025-0018183]

A proposed ordinance, presented by Alderpersons Mitchell, Dowell, Harris, Mosley, Scott, Taliaferro, Villegas and Mitts, to amend Title 17, Chapter 3, Section 0207 of the Municipal Code of Chicago by removing requirement for special use approval permitting for gas stations in B3, C1, and C2 zoning districts; and by modifying Section 17-9-0109 to prohibit expansion of existing gas stations located in a zoning district which does not allow gas stations; to prohibit expansion of existing or new gas stations if located within 1,000 feet of existing gas station; and to prohibit new or expanded gas stations if located on the same block as an existing residential building, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

**ALDERPERSON LEE (11th Ward):**

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 2424 S. HALSTED ST.

Two proposed orders for the issuance of permits to install signs/signboards at 2424 South Halsted Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard under Permit Number 101069384; and

[Or2025-0017789]

one sign/signboard under Permit Number 101069385.

[Or2025-0017790]

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Presented By

**ALDERPERSON RAMIREZ (12th Ward):**

*Referred* -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

South Hermitage Avenue, from West 37th Street to West 38th Street -- to be known as "Agnes F. Bednarkiewicz Way"; and

[O2025-0018178]

South Francisco Avenue, from West 42nd Street to West 44th Street -- to be known as "Roberto Carlos Velasco, Jr. Way".

[O2025-0018179]

Presented By

**ALDERPERSON LOPEZ (15th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 12.89 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF W. 47TH ST.

[O2025-0018097]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 12.89 which restricted the issuance of additional alcoholic liquor licenses on the north side of West 47th Street, from South Ashland Avenue to South Paulina Street, and on both sides of West 47th Street, from South Paulina Street to South Wood Street, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred* -- STANDARDIZATION OF PORTION OF S. HERMITAGE AVE. AS "JAMIL 'JIMMY' AYESH WAY".

[O2025-0018162]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the 4500 block of South Hermitage Avenue as "Jamil 'Jimmy' Ayesh Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON LOPEZ (15th Ward) And ALDERPERSON FUENTES (26th Ward):**

*Referred* -- COMMISSIONER OF DEPARTMENT OF PLANNING AND DEVELOPMENT ORDERED TO RELEASE TAX INCREMENT FINANCING FUNDS TO BACK OF YARDS NEIGHBORHOOD COUNCIL/PRECIOUS BLOOD MINISTRIES/CHICAGO COMMONS REDEVELOPMENT PROJECT AT 4630 S. ASHLAND AVE.

[Or2025-0018196]

A proposed order directing the Commissioner of the Department of Planning and Development to immediately release all promised Tax Increment Financing funds totaling $23.7 Million to the Back of the Yards Neighborhood Council/Precious Blood Ministries/Chicago Commons redevelopment project located at 4630 South Ashland Avenue

and $30 Million from the Pulaski Corridor TIF in support of the Team Pioneros LLC Pioneer Bank redevelopment project located at 4000 -- 4008 West North Avenue and 1619 -- 1634 North Pulaski Road, which was *Referred to the Committee on Finance.*

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Presented By

**ALDERPERSON LOPEZ (15th Ward)**
**And OTHERS:**

*Referred* -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT MARCH 17, 2026 PRIMARY ELECTION PROPOSING ESTABLISHMENT OF 100-DAY NON-SALARIED OFFICE OF CHICAGO REFORM COMMISSION TO REFORM AND IMPROVE CITY GOVERNMENT BY DRAFTING CITY CHARTER PROPOSAL.

[R2025-0018197]

A proposed resolution, presented by Alderpersons Lopez, Hopkins, Beale Chico, Quinn, Curtis, O'Shea, Mosley, Scott, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Manaa-Hoppenworth and Silverstein, to initiate and authorize a public question to be submitted to all Chicago voters in a referendum at the regularly scheduled primary election occurring March 17, 2026 on whether the people of Chicago should establish a 100-day, non-salaried office of Chicago Reform Commission made up of 25 delegates elected by Chicago voters to reform and improve city government by drafting a city charter proposal. Two committees having been called, the Committee on Committees and Rules and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules.*

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Presented By

**ALDERPERSON CURTIS (18th Ward),**
**ALDERPERSON MOORE (17th Ward) And**
**ALDERPERSON TABARES (23rd Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF W. 71ST ST. AS "MAMIE AND E.L. TILL ROAD".

[O2025-0017816]

A proposed ordinance directing the Commissioner of Transportation to take the necessary

action for the standardization of West 71st Street, from 3200 South Kedzie Avenue to 4000 South Pulaski Road, as "Mamie and E.L. Till Road", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON MOSLEY (21st Ward)**
**And OTHERS:**

*Referred* -- CALL ON COMMITTEE ON PUBLIC SAFETY TO HOLD SUBJECT MATTER HEARING ON ENFORCING PROHIBITION OF SOLICITING BUSINESS ON PUBLIC WAY.

[R2025-0018187]

A proposed resolution, presented by Alderpersons Mosley, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Chico, Lee, Quinn, Lopez, Coleman, Moore, Curtis, Taylor, Scott, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay and Martin, calling on the Committee on Public Safety to hold a subject matter hearing on the enforcement of the prohibition of soliciting business on the public way, the unauthorized sale of goods from the public way, peddling in prohibited areas, charitable solicitation without a permit, and trespassing onto private property, which was *Referred to the Committee on Public Safety.*

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Presented By

**ALDERPERSON RODRÍGUEZ (22nd Ward):**

*Referred* -- EXPRESSION OF SUPPORT FOR PAUL SIMON JOBS CORPS CENTER AND CONTINUED FEDERAL FUNDING FOR JOBS CORPS PROGRAM.

[R2025-0018013]

A proposed resolution expressing the support of the Chicago City Council for the continued operation and federal funding of the Paul Simon Jobs Corps Center, which was *Referred to the Committee on Workforce Development.*

Presented By

**ALDERPERSON SCOTT (24th Ward):**

*Referred* -- EXEMPTION OF AUGUSTINO GORGES FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0017648]

A proposed ordinance to exempt Augustino Gorges from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 748 -- 758 South 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.*

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Presented By

**ALDERPERSON BURNETT (27th Ward):**

*Referred* -- SUPPORT OF COOK COUNTY CLASS 7(c) TAX INCENTIVE FOR PROPERTY AT 404 N. ARMOUR ST.

[O2025-0017784]

A proposed ordinance recommending the property at 404 North Armour Street for Class 7(c) tax incentives under the Cook County Real Property Classification Ordinance, which was *Referred to the Committee on Economic, Capital and Technology Development.*

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*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 27.405 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. OGDEN AVE.

[O2025-0017637]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 27.405 which restricted the issuance of additional alcoholic liquor licenses on North Ogden Avenue, from West Grand Avenue to West Fulton Street, which was *Referred to the Committee on License and Consumer Protection.*

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1132 W. BLACKHAWK ST.

[Or2025-0018101]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1132 West Blackhawk Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON ERVIN (28th Ward) And ALDERPERSON TALIAFERRO (29th Ward):**

*Referred* -- CALL FOR HEARING TO EXAMINE FELONY REVIEW BYPASS PROGRAM EXPANSION, OVERSIGHT STRUCTURE, LEGAL OUTCOMES AND IMPLICATIONS FOR PUBLIC SAFETY.

[R2025-0018182]

A proposed resolution calling on the Committee on Police and Fire to hold a subject matter hearing to examine the Felony Review Bypass Program, its expansion, oversight structure, legal outcomes, and implications for public safety, prosecutorial discretion, and constitutional rights, which was *Referred to the Committee on Police and Fire.*

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Presented By

**ALDERPERSON TALIAFERRO (29th Ward):**

*Referred* -- CALL ON REGIONAL TRANSPORTATION AUTHORITY TO CREATE PILOT PROGRAM TO PROVIDE SAFE TRANSPORTATION TO MINORS WITH PICK-UP AND DROP-OFF SERVICES AT PUBLIC EVENTS WITHIN 29TH WARD.

[R2025-0018176]

A proposed resolution calling on the Regional Transportation Authority and its subsidiary agencies to create a pilot program of a minimum of one year to provide safe transportation to minors with pick-up and drop-off services for public events at a limited number of specified locations within the 29th Ward, which may include libraries, parks, schools, or other public property, which was *Referred to the Committee on Transportation and Public Way.*

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1625 N. HARLEM AVE.

[Or2025-0017720]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1625 North Harlem Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON CRUZ (30th 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:

Amy Kozy, doing business as Kozy's Cyclery -- 3255 North Milwaukee Avenue;
[O2025-0017760]

Rafas Detail Hand Carwash LLC/RDS Auto Service -- 3441 North Pulaski Road; and
[O2025-0017654]

Ray's Final Detail LLC -- 3618 North Cicero Avenue.
[O2025-0017638]

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*Referred* -- STANDARDIZATION OF PORTION OF N. HARDING AVE. AS "HONORARY ROY DIEZ WAY".

[O2025-0018030]

Also, a proposed ordinance directing the Commissioner of Transportation to take the

necessary action for the standardization of North Harding Avenue, between North Avondale Avenue and West Addison Street, as "Honorary Roy Diez Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON CARDONA (31st Ward):**

*Referred* -- AMENDMENT OF CHAPTER 8-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 8-4-124 PROHIBITING UNAUTHORIZED VIDEO RECORDING OF DWELLING UNITS, RESIDENTIAL PROPERTY AND YARDS.

[O2025-0018173]

A proposed ordinance to amend Title 8, Chapter 4 of the Municipal Code of Chicago by adding new Section 8-4-124 to prohibit the placement, installation, or maintenance of any camera or other device capable of recording video, with the intent: to capture images or video recordings of any other dwelling unit or adjacent residential property, including backyards; or to harass, annoy, alarm, or threaten the owner or occupant of such residential property; and to establish a fine of $500 for violation of this prohibition, which was *Referred to the Committee on Public Safety.*

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Presented By

**ALDERPERSON WAGUESPACK (32nd Ward):**

*Referred* -- EXEMPTION OF ZSD OAKDALE LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0017644]

A proposed ordinance to exempt ZSD Oakdale LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2233 -- 2247 West Oakdale 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 CONWAY (34th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 27.226 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. MADISON ST.

[O2025-0017821]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 27.226 which restricted the issuance of additional package goods licenses on West Madison Street, from South Halsted Street to South Morgan Street, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred* -- AMENDMENT OF CHAPTERS 17-4 AND 17-8 OF MUNICIPAL CODE AUTHORIZING ZONING ADMINISTRATOR TO APPROVE EXEMPTION FROM MINIMUM LOT AREA FOR CHICAGO LANDMARK BUILDINGS.

[O2025-0018189]

Also, a proposed ordinance to amend Title 17, Chapter 4 of the Municipal Code of Chicago by modifying Section 17-4-0404-D to authorize the Zoning Administrator to approve an exemption from the minimum lot area per unit standards for building permit applications for rehabilitation or reuse of an official Chicago Landmark Building in DC-16 or DX-16 zoning districts; by modifying Section 17-4-0409-B exempting limits on efficiency units for the rehabilitation or reuse of an official Chicago Landmark Building in DC-16 or DX-16 zoning districts; and to amend Title 17, Chapter 8 of the Municipal Code of Chicago by modifying Section 17-8-0513-D exempting rehabilitated or reused Chicago Landmark Buildings from the mandatory planned development requirement of Section 17-8-0513-B if located in DC-16 or DX-16 zoning districts, which was *Referred to the Committee on Zoning, Landmarks, and Building Standards.*

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Presented By

**ALDERPERSON CONWAY (34th Ward):**

*Referred* -- CALL ON CHICAGO TRANSIT AUTHORITY BOARD TO INCREASE ENFORCEMENT OF NON-SMOKING ORDINANCE AND TO INSTALL NEW CTA PRESIDENT WITH PUBLIC TRANSIT EXPERIENCE.

[R2025-0018153]

A proposed resolution, presented by Alderpersons Conway, La Spata, Dowell, Robinson, Yancy, Mitchell, Chico, Lee, Quinn, Lopez, Mosley, Tabares, Taliaferro, Cruz, Cardona,

Waguespack, Quezada, Villegas, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Hadden and Silverstein, calling on the Chicago Transit Authority Board to provide more transparency about the prevalence of smoking on CTA trains and buses; to update its rules of conduct; to share its plans to increase enforcement of Ordinance 016-110; and to install a new, permanent CTA president with public transit experience, which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON VILLEGAS (36th Ward):**

*Referred* -- AMENDMENT OF SECTION 3-56-040 OF MUNICIPAL CODE ALLOWING QUALIFIED VETERANS TO RENEW VALID AND CURRENT WHEEL TAX LICENSE THROUGH CITY CLERK'S ONLINE PORTAL.

[O2025-0018175]

A proposed ordinance to amend Title 3, Chapter 56, Section 040 of the Municipal Code of Chicago to allow any qualified veteran to renew valid and current wheel tax licenses issued under the Standard Veteran License Program, including through the City Clerk's online or other registration portal, provided there is submission of certification that there has been no change to their veteran status, which was *Referred to the Committee on the Budget and Government Operations.*

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*Referred* -- ESTABLISHMENT OF CHICAGO CHARTER COMMITTEE.

[R2025-0018089]

Also, a proposed resolution calling for the establishment of a City Council special committee to be known as the Chicago Charter Committee which will be chaired by Alderperson Michelle Harris, vice-chaired by Alderpersons Gilbert Villegas, Matthew Martin, and Jason Ervin; the membership will consist of the chair of each standing committee, the president pro tempore, and the assistant president pro tempore; the special committee shall have jurisdiction over all matter related to a potential city charter including: the structure of city government; the checks and balances within city government; budgeting and city finances; contracting, procurement, and franchises; transparency, oversight, and efficiency in city government; and the relationship between the city and the public; the special committee shall meet at least quarterly or as determined by the chair and shall be required to prepare a summary report of its findings no later than April 1, 2027, which was *Referred to the Committee on Committees and Rules.*

*Referred* -- CALL FOR HEARING ON PROCESS FOR AWARDING VENDOR CONTRACTS ON CHICAGO RIVERWALK.

[R2025-0017917]

Also, a proposed resolution calling on the Committee on Contracting Oversight and Equity to hold a subject matter hearing on the city's process for awarding vendor contracts for the Riverwalk, which was *Referred to the Committee on Contracting Oversight and Equity.*

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*Referred* -- CALL FOR HEARING(S) TO EXAMINE USES AND PROJECTED SHORT- AND LONG-TERM IMPACTS OF ISSUANCE OF $830 MILLION GENERAL OBLIGATION BONDS.

[R2025-0018174]

Also, a proposed resolution calling for one or more hearings before the Committee on Economic, Capital and Technology Development to examine the issuance of $830 Million General Obligation Bonds and the uses, proceeds for infrastructure improvements, and the projected short- and long-term impact on the city's debt obligations and financial health, which was *Referred to the Committee on Economic, Capital, and Technology Development.*

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*Referred* -- AMENDMENT OF TITLE 2 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS GOVERNING CITY ASSET LEASES OR SALES.

[O2025-0018098]

Also, a proposed ordinance to amend Title 2 of the Municipal Code of Chicago by modifying Section 2-8-035 prohibiting ordinances that contain a provision for sale or lease of any city asset to be directly introduced to a City Council committee; by modifying Section 2-32-035 requiring that any legislation establishing leasing or long-term concession of the Chicago Skyway Toll Bridge System, the Chicago Downtown Public Parking System, and the Chicago Metered Parking System, or any legislation subject to Chapter 2-164, be made publicly available as electronic, searchable files on the Department of Finance website; and by modifying Chapter 2-164 to prohibit the privatization of any public airport, and to modify terms of "Privatization Contracts", which was *Referred to the Committee on Finance.*

*Referred* -- AMENDMENT OF ORDINANCE (O2024-0013056) TO WAIVE OUTSTANDING AND FIBER OPTIC NETWORK FEES FOR PERMITS FILED BY CHICAGO BOARD OF EDUCATION.

[O2025-0017886]

Also, a proposed ordinance to amend an ordinance with Document Number O2024-0013056, previously passed October 30, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, pages 19382 and 19383, by including outstanding fees and fiber optic network fees in the waiver of permit costs for demolition, construction, alteration, repair, renovation, rehabilitation and inspection filed by the Chicago Board of Education or its contracts for buildings and facilities used for public or governmental purposes, which was *Referred to the Committee on Finance.*

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*Referred* -- EXEMPTION OF TRINORTH GROUP CORPORATION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0017880]

Also, a proposed ordinance to exempt Trinorth Group Corporation from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4221 West North 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.*

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Presented By

**ALDERPERSON VILLEGAS (36th Ward) And ALDERPERSON MOORE (17th Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS REGARDING DUTIES OF CHIEF PROCUREMENT OFFICER RELATED TO CITY CONTRACTS.

[O2025-0018159]

A proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by modifying Section 2-92-010 to authorize the Chief Procurement Officer to monitor and enforce

compliance on all city contracts and local business participation and workforce hiring programs; and to monitor and ensure compliance with city resident, socio-economically disadvantaged area, and project area resident work hour requirements; by modifying Section 2-91-330 to require that developer, contractor, and subcontractors submit weekly certified payroll data to the Chief Procurement Officer; by modifying Section 2-92-390 to require that payroll data submitted by developer, contractor or subcontractors be forwarded from their internalized payroll systems to the city's Department of Procurement Services centralized payroll tracking monitor systems; and further, by adding new Section 2-92-500 requiring that the head of any executive department or agency who exercises contracting power on behalf of the city contact and cooperate with the Chief Procurement Officer to ensure that developer, contractors, subcontractors, suppliers and vendors on all city contracts are informed immediately that the monitoring, tracking and reporting payment and workforce hiring will be administered entirely by the Department of Procurement Services and to ensure compliance with the city resident, socio-economic, and project area resident work hour requirements under Section 2-92-330, which was *Referred to the Committee on Contracting Oversight and Equity.*

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Presented By

**ALDERPERSON VILLEGAS (36th Ward) And ALDERPERSON CARDONA (31st Ward):**

*Referred* -- AMENDMENT OF SECTION 17-7-0591 OF MUNICIPAL CODE TO EXPAND PREDOMINANCE OF BLOCK 606 DISTRICT.

[O2025-0018156]

A proposed ordinance to amend Title 17, Chapter 7, Section 0591 of the Municipal Code of Chicago to expand the predominance boundaries of the Block 606 District to include the alley immediately west of North Harding Avenue; West Le Moyne Street; North Karlov Avenue; West Pierce Avenue; North Kedvale Avenue; the alley immediately south of West North Avenue; North Keeler Avenue; West North Avenue; North Kildare Avenue; the alley immediately north of West North Avenue; North Lowell Avenue; West Wabansia Avenue; North Kostner Avenue; West Belden Avenue; North Keeler Avenue; the alley immediately south of West Fullerton Avenue; North Karlov Avenue; West Fullerton Avenue; North Pulaski Road; West Diversey Avenue; North Hamlin Avenue; North Lawndale Avenue; North Milwaukee Avenue; West Belmont Avenue; and North Pulaski Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

**ALDERPERSON MITTS (37th Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 29.1 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. NORTH AVE.

[O2025-0017833]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by modifying subsection 29.1 to disallow the issuance of additional package goods licenses on West North Avenue, from North Central Avenue to North Menard Avenue, instead of from North Luna Avenue to North Menard Avenue, to align with ward boundaries of the 37th Ward, which was *Referred to the Committee on License and Consumer Protection.*

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Presented By

**ALDERPERSON MITTS (37th Ward)**
**And OTHERS:**

*Referred* -- AMENDMENT OF CHAPTER 4-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 4-4-075 REQUIRING INSTALLATION OF SURVEILLANCE CAMERAS AT LICENSED PREMISES OPEN TO GENERAL PUBLIC.

[O2025-0018186]

A proposed ordinance, presented by Alderpersons Mitts, La Spata, Dowell, Yancy, Mitchell, Harris, Beale, Lopez, Coleman, Moore, Curtis, Taylor, Mosley, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Villegas, Nugent, Vasquez, Reilly, Knudsen, Gardiner, Martin, Manaa-Hoppenworth and Hadden, to amend Title 4, Chapter 4 of the Municipal Code of Chicago by adding new Section 4-4-075 to require that each licensee in the City of Chicago whose licensed premises is open to the general public to install and maintain functioning surveillance cameras positioned to record: all entrance and egress doorways used by the general public, and an area extending 15 feet in radius from the exterior of each public way doorway, which shall be lighted in such a manner to identify persons entering or exiting the premises; and all parking areas of the licensed premises accessible to the public; to require that licensee comply with Chicago Police Department or Office of Emergency Management's subpoena for camera footage within 21 calendar days if either the department or office reasonably determines that the premises are the scene of a crime or other illegal act, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

**ALDERPERSON SPOSATO (38th Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF N. OKETO AVE. AS "HONORARY JERRY 'SUPERMAN' KASPER WAY".

[O2025-0017879]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the 3900 block of North Oketo Avenue, from West Forest Preserve Drive to West Irving Park Road, as "Honorary Jerry 'Superman' Kasper Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON VASQUEZ (40th Ward):**

*Referred* -- CALL ON ALL DEPARTMENTS AND OFFICES THAT RESPOND TO FREEDOM OF INFORMATION ACT REQUESTS TO DISCUSS INTERNAL TRAINING, RESPONSE POLICIES AND PUBLIC MAINTENANCE OF FOIA RECORDS.

[R2025-0018172]

A proposed resolution calling on the appropriate representatives of all departments and offices of the City of Chicago that respond to Freedom of Information Act requests to come before the Committee on Ethics and Government Oversight to discuss internal training, response policies, and public maintenance of Freedom of Information Act records on the Chicago Data Portal, which was *Referred to the Committee on Ethics and Government Oversight.*

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*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 40.7(bbb) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. LINCOLN AVE.

[O2025-0018166]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 40.7(bbb) which restricted the issuance of additional alcoholic liquor licenses on the east side of North Lincoln Avenue, from North California Avenue to North Richmond Street, which was *Referred to the Committee on License and Consumer Protection.*

*Referred* -- AMENDMENT OF SECTION 2-96-040 OF MUNICIPAL CODE REQUIRING EXECUTIVE DIRECTOR OF PUBLIC SAFETY ADMINISTRATION TO SUBMIT MONTHLY REPORTS ON FREEDOM OF INFORMATION ACT REQUESTS AND RESPONSES TO CHAIR OF COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

[O2025-0018168]

Also, a proposed ordinance to amend Title 2, Chapter 96, Section 040 of the Municipal Code of Chicago directing the Executive Director of Public Safety to: provide the chair of the Committee on Immigrant and Refugee Rights a monthly report of Freedom of Information Act requests and exact responses that may expose sensitive and private information in the enforcement of federal civil immigration law including immigration detainers and warrants through the end of the preceding month; and, at the request of at least three alderpersons request that the executive director appear at a hearing of the Committee on Immigrant and Refugee Rights, or its successor committee to explain and respond to questions concerning responses to such requests made that may expose sensitive and private information in the enforcement of federal civil immigration law including immigration detainers and warrants, which was *Referred to the Committee on Public Safety.*

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Presented By

**ALDERPERSON VASQUEZ (40th Ward)**
**And OTHERS:**

*Referred* -- CALL ON CHICAGO COMMISSION ON HUMAN RELATIONS TO HOLD HEARINGS ON PATTERN OF ANTI-JEWISH HATE CRIMES, HATE INCIDENTS, AND HATE-BASED TENSIONS.

[R2025-0018164]

A proposed resolution, presented by Alderpersons Vasquez, Martin, La Spata, Robinson, Yancy, Hall, Gutiérrez, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Taliaferro, Cruz, Quezada, Manaa-Hoppenworth and Hadden, calling on the Chicago Commission on Human Relations to hold a hearing or hearings to address the pattern of anti-Jewish hate crimes, and hate incidents, to receive evidence and hear testimony from victims, witnesses and professionals working to address and dismantle antisemitism; and further, to call on the Chicago Commission on Human Relations to submit to a Joint Committee comprised of the members of the Committee on Public Safety and the Committee on Health and Human Relations a report summarizing its findings and recommendations within 60 days of the conclusion of its final hearing, which was *Referred to the Committee on Health and Human Relations.*

Presented By

**ALDERPERSON VASQUEZ (40th Ward)**
**And OTHERS:**

*Referred* -- CHICAGO POLICE DEPARTMENT, OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS, AND OFFICE OF THE MAYOR TO PROVIDE CITY COUNCIL ALL REPORTING DATA AND COMMUNICATIONS RELATED TO ANY POLICE PRESENCE AT INTENSIVE SUPERVISING APPEARANCE PROGRAM BI INC. BUILDING ON JUNE 4, 2025.

[Or2025-0017810]

A proposed order, presented by Alderperson Vasquez, Andrea M. Valencia, City Clerk, and Alderpersons La Spata, Chico, Ramirez, Gutiérrez, Rodríguez, Sigcho-Lopez, Fuentes, Cruz, Rodríguez-Sánchez, Quezada, Villegas, Martin, Manaa-Hoppenworth and Hadden, ordering the Chicago Police Department (CPD), Office of Emergency Management and Communications (OEMC), the Office of the Mayor and any relevant office, department or agency within the City of Chicago to provide internal and/or external communication related to any CPD and U.S. Department of Homeland Security presence at the Intensive Supervision Appearance Program BI Incorporated Building at 2245 North Michigan Avenue and/or any other locations on the 2200 block of North Michigan Avenue on June 4, 2025; a list of notifications describing a request for assistance with the enforcement of federal civil immigration law; and immigration detainers or administrative warrants received by CPD with the date it was received and whether CPD transferred the individual subject to the immigration detainer, which was *Referred to the Committee on Immigrant and Refugee Rights.*

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Presented By

**ALDERPERSON NAPOLITANO (41st Ward):**

*Referred* -- DONATION OF POLICE DEPARTMENT EXPLOSIVE MAGAZINES TO CITY OF WAUKEGAN FIRE DEPARTMENT BOMB SQUAD.

[O2025-0018155]

A proposed ordinance authorizing the Superintendent of the Chicago Police Department to enter into and execute such documents as may be necessary and proper to implement a donation of explosive magazines no longer useful to the City of Chicago to the City of Waukegan, Illinois, free and clear of any liens and encumbrances, in as-is condition, without any warranties expressed or implied, for use by the Waukegan Fire Department Bomb Squad, which was *Referred to the Committee on Public Safety.*

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 8700 W. BRYN MAWR AVE.

[Or2025-0018152]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 8700 West Bryn Mawr Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

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Presented By

**ALDERPERSON REILLY (42nd Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 42.611 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF W. CHICAGO AVE. AND N. CLARK ST.

[O2025-0018024]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 42.611 which restricted the issuance of additional package goods licenses on the south side of West Chicago Avenue, from North LaSalle Drive to North Clark Street; and on the west side of North Clark Street, from West Chicago Avenue to West Superior Street, which was *Referred to the Committee on License and Consumer Protection.*

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*Referred* -- EXEMPTION OF URBAN INNOVATIONS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2025-0017800]

A proposed ordinance to exempt Urban Innovations from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 311 West Huron Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 539 N. DEARBORN ST.

Also, three proposed orders for the issuance of permits to install signs/signboards at 5339 North Dearborn Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards,* as follows:

one sign/signboard under Permit Number 101070658;

[Or2025-0018165]

one sign/signboard under Permit Number 101070659; and

[Or2025-0018167]

one sign/signboard under Permit Number 101070660.

[Or2025-0018169]

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Presented By

**ALDERPERSON KNUDSEN (43rd Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 43.1 AND 43.54 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTIONS OF W. DIVERSEY PKWY. AND N. LINCOLN AVE.

[O2025-0018058]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 43.1 which restricted the issuance of additional alcoholic liquor licenses on the south side of West Diversey Parkway, from North Lakeview Avenue to North Clark Street; and by deleting subsection 43.54 which restricted the issuance of additional alcoholic liquor licenses on the east side of North Lincoln Avenue, from West Fullerton Avenue to North Seminary Avenue, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

**ALDERPERSON LAWSON (44th Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF N. CLARK ST. AS "HERBERT 'NUTS ON CLARK' KENNEY WAY".

[O2025-0017875]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of North Clark Street, from West Grace Street, on the southeast corner, to West Waveland Avenue, on the northwest corner, as "Herbert 'Nuts on Clark' Kenny Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON CLAY (46th Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF W. BROMPTON AVE. AS "RONALD KAISER WAY".

[O2025-0018181]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 700 West Brompton Avenue to 800 West Brompton Avenue as "Ronald Kaiser Way", which was *Referred to the Committee on Transportation and Public Way.*

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Presented By

**ALDERPERSON MARTIN (47th Ward):**

*Referred* -- TRANSFER OF YEAR 2025 FUNDS FROM 47TH WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2025-0017876]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2025 funds from the 47th 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.*

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*Referred* -- AMENDMENT OF SECTION 7-28-715 OF MUNICIPAL CODE PROHIBITING RESTRICTIONS ON RESIDENTIAL COMPOSTING.

[O2025-0018160]

Also, a proposed ordinance to amend Title 7, Chapter 28, Section 215 of the Municipal Code of Chicago to prohibit any governing association, landlord, or any other owner of a dwelling from enforcing any bylaw, rule, or other restriction that prohibits or unreasonably restricts a unit owner, tenant, or other residential occupant from engaging in composting, collecting organic waste for drop-off at a composting facility, or contracting with a duly licensed private entity to collect and process organic waste, which was *Referred to the Committee on Environmental Protection and Energy.*

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Presented By

**ALDERPERSON SILVERSTEIN (50th Ward)**
**And OTHERS:**

*Referred* -- CALL FOR HEARING(S) BY CHICAGO COMMISSION ON HUMAN RELATIONS ON PATTERN OF ANTI-JEWISH HATE CRIMES, HATE INCIDENTS AND HATE-BASED TENSIONS.

[R2025-0017781]

A proposed resolution, presented by Alderpersons Silverstein, Hopkins, Dowell, Robinson, Yancy, Mitchell, Harris, Beale, Chico, Lee, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Mosley, Tabares, Scott, Burnett, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson and Gardiner, calling on the Chicago Commission on Human Relations to hold a hearing or hearings to address the pattern of anti-Jewish hate crimes, and hate incidents, to receive evidence and hear testimony from victims, witnesses and professionals working to address and dismantle antisemitism; and further, to call on the Chicago Commission on Human Relations to submit to a Joint Committee comprised of the members of the Committee on Public Safety and the Committee on Health and Human Relations a report summarizing its findings and recommendations within sixty days of the conclusion of its final hearing, which was *Referred to the Committee on Health and Human Relations.*

## *APPROVAL OF JOURNAL OF PROCEEDINGS.*

JOURNAL (May 21, 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.

Alderperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

## *UNFINISHED BUSINESS.*

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]

On motion of Alderperson Ervin, the City Council took up for consideration the report of the Committee on Public Safety, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of May 21, 2025, page 28548, recommending that the City Council pass the proposed substitute ordinance printed on pages 28549 through 28552, amending Municipal Code Sections 8-16-021 and 8-16-022 regarding declaration of curfew for mass gatherings and custody procedure (SO2025-0016732).

Thereupon, on motion of Alderperson Ervin, the said proposed substitute ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons Hopkins, Dowell, Mitchell, Harris, Beale, Chico, Lee, Quinn, Lopez, Coleman, Moore, Curtis, O'Shea, Tabares, Scott, Cardona, Waguespack, Conway, Villegas, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 27.

*Nays* -- Alderpersons La Spata, Robinson, Yancy, Hall, Ramirez, Gutiérrez, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Quezada, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 22.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Chapter 8-16 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. Whenever the Superintendent, after consulting the Deputy Mayor, has 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, after consulting the Deputy Mayor, determines 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; Appearance Before Committee. 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. On or before December 31 of each year, the Superintendent and Deputy Mayor shall appear at a hearing of the City Council Committee on Public Safety, or its successor committee, to report on, and answer questions concerning, the declaration and enforcement of curfews under this section.

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.

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## *MISCELLANEOUS BUSINESS.*

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*Re-Referred* -- AMENDMENT OF CHAPTER 2-56 OF MUNICIPAL CODE TO MODIFY POWERS AND DUTIES OF OFFICE OF INSPECTOR GENERAL REGARDING ISSUANCE AND DEFENSE OF SUBPOENAS.

[O2025-0015583]

Alderperson Martin moved to *Discharge* the Committee on Committees and Rules from further consideration of the re-referral of proposed ordinance O2025-0015583, which had been referred to that Committee on March 19, 2025, amending the Municipal Code Chapter 2-56 to modify the powers and duties of the Office of Inspector General regarding the issuance of and defense against subpoenas. The motion *Prevailed* by a viva voce vote.

Alderperson Martin then moved to re-refer the proposed ordinance to the Committee on Ethics and Government Oversight.

Mayor Johnson asked if there were any members of the City Council who wished to speak on the proposed re-referral. Hearing a response in the affirmative, Mayor Johnson then recognized the Alderpersons who requested to speak.

At the conclusion of her comments, Alderperson Hadden moved the previous question on the motion to re-refer.

Seeing that there were no additional requests to speak, Mayor Johnson then instructed the City Clerk to call the roll on the motion to re-refer ordinance O2025-0015583 to the Committee on Ethics and Government Oversight.

The Clerk called the roll and the motion to *Re-Refer* the said proposed ordinance to the Committee on Ethics and Government Oversight *Prevailed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Dowell, Robinson, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Fuentes, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 38.

*Nays* -- Alderpersons Hall, Mitchell, Harris, Burnett, Ervin, Sposato, Nugent, Gardiner -- 8.

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## PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

Mayor Johnson acknowledged the following guests in support of a resolution honoring Juneteenth: members of the City Council Black Caucus; Jackie Taylor, Executive Director and founder of Black Ensemble Theatre; Pastor Maurice Dishmon, Jr., Sion Temple Church of God in Christ; Pastor Marvin Hunter, Grace Memorial Church; Reverend Walter A. Jones, Executive Director of Fathers Who Care; Vershawn Ward, founding Artistic Director and Chief Executive Officer of Red Clay Dance Company; James Compton, former President and Chief Executive Officer of Chicago Urban League; Russell Pike, officer with Jackson Park Advisory Council; Pastor Earl Grandberry, True Rock Ministries; Barbara Jean McGowan, former Commissioner of the Metropolitan Water Reclamation District of Greater Chicago; former Illinois Congressman Bobby Rush; Gwen Jones; Pemon Rami; Masequa Myers, wife of Pemon Rami; Brenda Housley; Cassiopea Meekins; and Carol Johnson;

Mayor Johnson acknowledged the following guests in support of a resolution honoring Pride Month: members of the City Council LGBTQ Caucus; Victor Salvo, founder of Legacy Wall; Robert Castillo, longtime LGBTQIA+ community activist from Logan Square; Joshua Marberger, Principal at Nettelhorst School; Laura Austin, Executive Director of Andersonville Chamber of Commerce; Devin Hanley; Steve Long; and Ron Thomas;

Mayor Johnson and Alderperson Sposato acknowledged Craig Dellimore of WBBM Newsradio on his retirement;

Alderperson Nugent acknowledged the following guests from the North River Commission's Youth Council: students: Krishna Garfias, Reina Zavala, Nusayba Mohamed, Sofia Martinez, Rachel Igboji, Olivia Koszacki, and Angelique Guzman; staff: Bianca Munguia, Alexia Limas, Madeliene Polovick, Eve Miller, Katherine Villamin, Farah El-Nahal, and Karen Milroy;

Alderperson Curtis acknowledged the followings guests from Laborers' Local 1092 of the Department of Water Management: Commissioner Randy Conner, Department of Water Management; Local 1092 members: Joe Healy, Mario Loverde, and Manny Cortes; Patrick Gross, Local 130; Gregory Ortiz, North (Teamster); Kimberly Wells, North (Teamster); Carl Smith, Central (Bricklayer); Doug Hoffman, Central (Bricklayer); Juan Merced, South (Laborer); John Daly, South (Laborer); Maria Jimenez, South (Laborer); Marsha Simmons, South (Hoisting Engineer); Tony Underwood, South (Hoisting Engineer); John Burton, New Construction (Plumbers); Dwan Muniz, New Construction (Plumbers); Dan Misch; Tony Falada; Greg Knight; and Greg Owerczuk;

Alderperson Rodríguez acknowledged the following guests celebrating Dulcelandia's 30th anniversary: founders, Eduardo Rodriguez and Evelia Rodriguez; Eduardo Rodriguez, Jr., son; Julio Rodriguez, son; Marco Rodriguez, son and Senior Vice President of Dulcelandia; Eve Rodriguez Montoya, daughter; daughters-in-law: Jeanette Rodriguez, Veronica Rodriguez, Lucy Rodriguez; Carlos X. Montoya, son-in-law; grandchildren: Mariah Rodriguez, Jean-Eduard Rodriguez, Julio Rodriguez, Alezzandra Rodriguez, Savannah Rodriguez, Madelyn Rodriguez, and Mateo Rodriguez;

Alderperson Sigcho-Lopez acknowledged the following guests from Villaseñor Bros.: Ignatius Villaseñor; Leslie Villaseñor; Nicholas Villaseñor; Monique Villaseñor; Holly LaMantia; Philip Villaseñor; Gilberto Villaseñor; Sebastian Villaseñor; David Villaseñor; David Adrian Villaseñor; Francisca Villaseñor; Lidia Torres; Maria del Pilar Villaseñor; Cesar Acuña; and Garbriel J. Torres;

Alderperson Sposato acknowledged Chicago Police Officer Johnnie Binion on his retirement;

Alderperson Mosley acknowledged the following members of the Gatling Family on the 40th anniversary of Gatling's Chapel: Marguerite Gatling; Marquita Gatling; Shirl Gatling; and Aaron Gatling.

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**Time Fixed For Next Succeeding Regular Meeting.**

[O2025-0018221]

By unanimous consent, Alderperson Mitchell presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, July 16, 2025, beginning at 10:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 50.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

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**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, July 16, 2025, at 10:00 A.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,
*City Clerk.*