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COPY



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

Regular Meeting -- Thursday, September 25, 2025

at 10:00 A.M.

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

OFFICIAL RECORD.

VOLUME I

BRANDON JOHNSON
Mayor

ANDREA M. VALENCIA
City Clerk

JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL
Regular Meeting -- Thursday, September 25, 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, 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 -- Alderperson Curtis.

Call To Order.

On Thursday, September 25, 2025 at 1:25 P.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Brandon Johnson, Mayor, called the City Council to order. The 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, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 46.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons Conway 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 Conway 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 48 persons.

Pledge Of Allegiance.

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

Invocation.

The Honorable William E. Hall, Alderperson of the 6th Ward, opened the meeting with prayer.

PUBLIC COMMENT.

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

Nicole Foster

Gale Bietz

Lynn Burmeister

Linda Jennings

Mrs. Lawrence

Aron Mantyla

Caroline Wooten

Alec Freytag

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:

Claire Bacon

Tom Quinn

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:

Angela X. Lin

Sarah Tang

Gail Beitz

Debbie Liu

Fabio Cesar

Miriam Savad

Lynn E. Burmeister

McKinley Park Development Council

Kate Eakin

Brenda Tracy

Brian Urbaszewski

Lisa Stringer

Katia Balba

The Ping Tom Park Advisory Council Board

Christie Hancock

Carolina Macias

Kristina A. Hamilton

Mariah

Edith Tovar

Foster Hill

Stew Weiss

Steven Vance

John Paul Jones

Anna Schibrowsky

At this point in the proceedings, Alderperson Harris moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the immediate consideration of the report of the Committee on Committees and Rules regarding the proposed appointment of Walter Redmond Burnett as Alderperson of the 27th Ward. The motion *Prevailed*.

COMMITTEE ON COMMITTEES AND RULES.

APPOINTMENT OF WALTER REDMOND BURNETT AS ALDERPERSON OF 27TH WARD.

[A2025-0019836]

The Committee on Committees and Rules submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on September 25, 2025, considered the following appointment:

1. (A2025-0019836) Appointment of Walter Redmond Burnett as the Alderperson of the 27th Ward.

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed appointment of Walter Redmond Burnett as Alderperson of the 27th Ward 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, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- None.

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

At this point in the proceedings, the Honorable Carl Walker, Justice of the Illinois Appellate Court, administered the oath of office to the Honorable Walter Redmond Burnett as newly appointed Aldersperson of the 27th Ward. The oath of office of Aldersperson Walter Redmond Burnett was *Placed on File* in the Office of the City Clerk.

[F2025-0019882]

Speaking from the Clerk's rostrum, Aldersperson Burnett thanked Mayor Johnson, Chair Harris and the members of the City Council for the honor and opportunity to serve as Aldersperson of the 27th Ward and expressed his enthusiasm and eagerness to work together with the members of this distinguished legislative body on the many challenges facing our city.

Mayor Johnson then instructed the Sergeant-At-Arms to escort Aldersperson Burnett to his City Council seat.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- COMMEMORATION OF LATINE HERITAGE MONTH AND DESIGNATION OF SEPTEMBER 15 THROUGH OCTOBER 15 AS NATIONAL HISPANIC HERITAGE MONTH IN CHICAGO.

[R2025-0019859]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Reilly, O'Shea, Rodríguez, Vasquez, Chico, Cruz, Lawson, Taliaferro, Ramirez, Dowell, Gardiner, Conway, La Spata, Moore, Quezada, Hopkins, Gutiérrez, Sigcho-Lopez, Lee, Rodríguez-Sánchez, Mitts, Villegas, Mosley, Nugent, Martin, Hall, Robinson and City Clerk Valencia, a resolution commemorating Latine Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The United States observes National Hispanic Heritage Month every year from September 15 through October 15 to recognize and celebrate the immense contributions of Latine peoples, who have shaped our society and culture, and helped to make the United States a diverse, thriving, and vibrant democracy; and

WHEREAS, In 1988, thanks in large part to the efforts of Senator Paul Simon from Illinois, the United States Congress passed Public Law 100-402, authorizing the President of the United States to designate September 15 through October 15 as "National Hispanic Heritage Month"; and

WHEREAS, Today, National Hispanic Heritage Month is celebrated nationwide at local festivals, art shows, conferences, community gatherings, and other events emphasizing the rich history, culture, and traditions of Latine peoples; and

WHEREAS, Illinois is home to one of the largest Latine populations in the nation, with more than 2.3 million residents of Latine heritage statewide, contributing to the State's culture, workforce, and economy; and

WHEREAS, Nearly 820,000 Chicago residents, including more than 150,000 Chicago Public Schools students, identify as Latine; and

WHEREAS, The City's Latine leadership, including 15 members of the City Council and the City Clerk, represents a diverse range of neighborhoods and communities across Chicago, ensuring that the voices of Latine residents are reflected in the work of local government; and

WHEREAS, National Hispanic Heritage Month provides Chicagoans with an opportunity to reflect on our shared history and to celebrate the rich mosaic of peoples and cultures that have built and strengthened our City, and that have contributed to our collective fight for equality and justice; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 25th day of September 2025, do hereby recognize the celebration of National Hispanic Heritage Month and designate September 15 through October 15 as Latine Heritage Month in the City of Chicago, and encourage all Chicagoans to acknowledge the impact Latine peoples have had on our great City.

During debate on the resolution, Alderperson Lopez called for the immediate censure of Alderman Fuentes for a comment made during the meeting.

Mayor Johnson proceeded to call for a vote on the motion to censure.

The motion to censure thereupon failed to pass by a viva voce vote.

On motion of Alderperson Harris, seconded by Alderpersons Quezada, Cruz, Chico, Rodríguez, Fuentes, Rodríguez-Sánchez, Vasquez, La Spata, Villegas, Lopez, Ramirez, Gutiérrez and Sigcho-Lopez, 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, 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 -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in recognizing October as Latine Heritage Month in the City of Chicago and celebrating the significant contributions of Chicago's nearly 820,000 Latine residents. Mayor Johnson emphasized the vital role of the Latine community in shaping the city's identity, from their presence in schools, hospitals, and government to their influence in local businesses, cultural celebrations, and neighborhoods and how their culture enriches the city through food, music, and traditions. Expressing his gratitude to community leaders and the 15 City Council members -- including City Clerk Anna Valencia -- for their service and representation of our city's diverse neighborhoods, Mayor Johnson also thanked the Latine members of his administration who work each day to build a safer and stronger Chicago. Mayor Johnson then called on all Chicagoans to not only recognize and honor the Hispanic community with words but to take meaningful action to protect immigrant rights, uphold constitutional values, and promote unity. Declaring Chicago as a beacon of hope, Mayor Johnson reaffirmed that while diversity may be under threat elsewhere, Chicago embraces it as a core strength. Mayor Johnson once again expressed his gratitude for the Latine community for their enduring impact on our city's identity and future.

Rules Suspended -- RECOGNITION OF TENTH ANNIVERSARY OF
WALTER H. DYETT HIGH SCHOOL HUNGER STRIKE.

[R2025-0019865]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Taylor, Rodríguez, Vasquez, Chico, Cruz, Lawson, Taliaferro, Ramirez, Dowell, Gardiner, Conway, La Spata, Moore, Quezada, Hopkins, Gutiérrez, Sigcho-Lopez, Lee, Rodríguez-Sánchez, Mitts, Villegas, Mosley, Martin, Hall, Robinson and City Clerk Valencia, a resolution honoring Dyett Hunger Strike 10-year anniversary.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderperson Harris 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, Walter H. Dyett High School once faced imminent closure by the City of Chicago and Chicago Public Schools, threatening the educational opportunities and future of the students and the surrounding community; and

WHEREAS, The students of Dyett High School refused to accept this injustice, and in their determination to fight for their education, reached out to the Kenwood Oakland Community Organization (KOCO) for guidance, advocacy, and support; and

WHEREAS, The members of KOCO, along with parents, educators, and community organizers, rallied to defend not only a school building, but the right of every child in Chicago to receive a quality public education in their own neighborhood; and

WHEREAS, 12 courageous individuals: Jitu Brown, Jeanette Taylor (now Alderperson of the 20th Ward), Dr. Monique Redeaux-Smith, Irene Robinson, Cathy Dale, April Stogner, Anna Jones, Dr. Aisha Wade-Bey, Marc Kaplan, Prudence Browne, Reverend Robert Jones and Nelson Soza risked their health and lives by engaging in a hunger strike to demand justice and investment in their community; and

WHEREAS, For 34 grueling days, these advocates withstood hunger and endured physical and emotional hardship to make their voices heard, drawing local, national and international attention to their cause; and

WHEREAS, Three additional individuals: Brandon Johnson (now Mayor of Chicago), Joan Fadayiro, and Asif Wilson joined as alternative hunger strikers in solidarity with the cause, further amplifying the call for justice and demonstrating unwavering community support; and

WHEREAS, Their unwavering commitment led to a historic victory: Dyett High School remained open, and was transformed into Walter H. Dyett High School for the Arts, representing the power of grassroots organizing and community-led educational reform; and

WHEREAS, This act of courage, resilience, and solidarity continues to inspire communities across Chicago and the nation to stand up for justice, equity, and public education; and

WHEREAS, The legacy of the 12 hunger strikers and the broader coalition that supported them is a testament to the transformative power of collective action and the enduring belief in the right to a quality public education for all; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 25th day of September, 2025, do hereby honor and commend the 12 hunger strikers and the Kenwood Oakland Community Organization for their extraordinary courage, leadership and advocacy in the successful fight to save Dyett High School; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the 12 hunger strikers as a symbol of our deepest respect, gratitude and admiration.

On motion of Alderperson Harris, seconded by Alderpersons Taylor and Hadden, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Harris 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 the 10th anniversary of the Dyett High School hunger strike and recognizing it as a pivotal moment in the fight for racial and educational justice in Chicago. Recalling how the school was once targeted for closure, Mayor Johnson spoke of the bravery of parents, community members, and organizers -- many from the Kenwood Oakland Community Organization -- who rose up in protest, with 12 individuals participating in a 34-day hunger strike -- an effort he personally joined for the final ten days. The movement was not only about saving a school or securing a \$14 Million investment, but also, the Mayor emphasized, it was about resisting systemic racism and policies aimed at depopulating Black communities and a response to government actions that threatened the existence of Black people in Chicago. Praising the hunger strikers for their courage and resilience, Mayor Johnson observed that the reopening of Dyett High School as Chicago's first Sustainable Community School led to the creation of 36 more such schools across the city. These brave individuals embody what W.E.B. Du Bois called "the Negro idea" of public education as a right, the Mayor declared, and expressed his appreciation to them for their lasting impact on justice and equity.

Rules Suspended -- CONGRATULATIONS EXTENDED TO JEFFREY C.B. LEVINE FOR DISTINGUISHED SERVICE TO CITY'S DEPARTMENT OF LAW AND RETIREMENT AS DEPUTY CORPORATION COUNSEL.

[R2025-0019862]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Alderpersons Reilly, O'Shea, Rodríguez, Vasquez, Chico, Cruz, Lawson, Taliaferro, Ramirez, Dowell, Gardiner, Conway, La Spata, Moore, Quezada, Hopkins, Gutiérrez, Sigcho-Lopez, Lee, Rodríguez-Sánchez, Lopez, Mitts, Villegas, Mosley, Nugent, Martin, Hall, Robinson, Harris and City Clerk Valencia, a resolution honoring Jeffrey Levine's service to the City.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Aldersperson Harris 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, After three decades of dedicated service across four mayoral administrations, Jeffrey C.B. Levine has retired from his position as Deputy Corporation Counsel in the Department of Law; and

WHEREAS, Jeff earned his law degree from Georgetown University in 1986 and served a two-year clerkship with the Eighth Circuit Court of Appeals in Fargo, North Dakota, from 1986 to 1988; and

WHEREAS, Prior to his tenure with the City of Chicago, Jeff was a litigator at Mayer Brown LLP, where he worked for seven years until 1995; and

WHEREAS, In 1995 Jeff joined the City's Department of Law, where he served until 2025, first as an Assistant Corporation Counsel, then as a Chief Assistant Corporation Counsel, and finally as a Deputy Corporation Counsel; and

WHEREAS, As Deputy Corporation Counsel, Jeff oversaw the day-to-day operations of the Legal Counsel Division, where he drafted and supervised the drafting of countless impactful ordinances, and provided legal counsel to the Mayor, the members of the City Council, and City Departments; and

WHEREAS, A distinguished municipal law attorney, Jeff has been the City's go-to person for a variety of legal questions, including issues pertaining to ordinance drafting, budget and appropriation, governmental ethics, home rule authority, statutory interpretation, local referenda, and parliamentary procedure; and

WHEREAS, In 2023 Jeff was detailed to the Mayor's Office, where he was the point person between the Mayor's Office and the Department of Law and advised the office on legal compliance matters; and

WHEREAS, During his long and illustrious service to the City, Jeff served under Mayors Daley, Emanuel, Lightfoot, and Johnson; and

WHEREAS, A wizard of the City Council Rules of Order and Procedure, Jeff served as a respected and reliable parliamentarian who assisted in the conduct of City Council and Committee meetings; and

WHEREAS, Throughout his distinguished legal career, Jeff has exhibited exemplary professionalism and respect for the law; and

WHEREAS, An avid cyclist and ever-aspiring craftsman, Jeff looks forward to pleasure reading, biking, traveling, and restoring and using vintage woodworking machinery; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 25th day of September 2025, do hereby congratulate Jeffrey C. B. Levine and honor and commend him for his distinguished service to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jeffrey C. B. Levine as a token of our appreciation and esteem.

On motion of Alderperson Mitchell, seconded by Alderpersons Beale, Moore, Harris, Ervin, Nugent, Quinn, Lawson, O'Shea, Martin, Lee, Lopez, Hadden, Reilly, Napolitano, Scott, Waguespack, Quezada, Hall, Mitts, Sposato, Manaa-Hoppenworth, Gardiner, Hopkins, La Spata, Mosley and Dowell, 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, 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 -- 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 expressing his appreciation to Jeff Levine for his more than 30 years of service to the City of Chicago and his vital role across four mayoral administrations. Praising Mr. Levine for his expertise in legal matters, including ordinance drafting, budgeting, ethics, and parliamentary procedures, Mayor Johnson also commended Mr. Levine for his professionalism and positive presence in the Mayor's Office. Mayor Johnson then expressed his personal appreciation to Mr. Levine for his wise counsel and guidance in advancing the administration's goals to make Chicago the safest and most affordable city in America and fondly recalled the bike rides they shared. Acknowledging the members of Mr. Levine's family seated in the Commissioners' gallery -- his wife, Pam, son, Joey, brother, Dan, sister-in-law, Nancy, and nephew, Danny, Mayor Johnson again joined the members of the City Council in celebrating Mr. Levine for his exemplary public service and lasting contributions to the city and expressed his best wishes for a joyful retirement filled with travel, exploration, and new experiences.

Alderperson Harris requested leave of the body to allow Mr. Levine the opportunity to address the City Council and assembled guests.

Speaking from the Commissioners' gallery, Mr. Levine delivered a heartfelt farewell and expressed deep appreciation for the experience and people he worked alongside and the profound privilege "to be part of this room and this building". Mr. Levine spoke of how the boundaries between work and home had blurred, with the City Council becoming like a family -- complete with both meaningful moments and occasional dysfunction and declared that "it has always been much more than just a job." Acknowledging the demanding nature of public service, Mr. Levine shared his admiration for the dedication and resilience for those serving as mayor or members of the City Council and recognized the immense difficulty of their responsibilities and the challenges they face daily. Mr. Levine concluded by expressing his gratitude to Mayor Johnson and the members of the City Council for being part of this era in our city's history.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF TIAGO PAPPAS AS MEMBER OF LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NO. 8).

[A2025-0019857]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Tiago Pappas as a member of Special Service Area Number 8, the Lakeview East Commission, for a term expiring February 15, 2029, such period allocated as follows: a term effective immediately and expiring February 15, 2026, to succeed Geraldine G. Lichterman, whose term has expired, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF LORRAINE RIEFF LIAKOURAS AS MEMBER OF GREEKTOWN/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2025-0019858]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Lorraine Rieff Liakouras as a member

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of Special Service Area Number 16, the Greektown/Halsted Commission, for a term effective immediately and expiring December 31, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JENNIFER DEDES AS MEMBER OF
CENTRAL LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 17).
[A2025-0019861]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Jennifer Dedes as a member of Special Service Area Number 17, the Central Lakeview Commission, for a term expiring March 14, 2029, such period allocated as follows: a term effective immediately and expiring March 14, 2026, to succeed Heather E. Way Kitzes, whose term has expired, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF IVY SPECK AS MEMBER OF
CENTRAL LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 17).
[A2025-0019860]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Ivy Speck as a member of Special Service
Area Number 17, the Central Lakeview Commission, for a term effective immediately and
expiring March 14, 2027, to succeed Stephen E. Johnson, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF NICHOLAS A. YASSAN AS MEMBER OF
GREATER RAVENSWOOD COMMISSION (SPECIAL SERVICE AREA NO. 31).
[A2025-0019863]

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

September 25, 2025.

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

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

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Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF NOREEN KEENEY AS MEMBER OF
UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2025-0019866]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Noreen Keeney as a member of
Special Service Area Number 34, the Uptown Commission, for a term effective immediately
and expiring October 4, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ANDREW PILLMAN AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2025-0019864]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Andrew Pillman as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2027, to succeed Marc P. Vuong, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF MATTHEW L. RUFFI AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2025-0019867]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Matthew L. Ruffi as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2027.

9/25/2025

COMMUNICATIONS, ETC.

31335

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF KARL D. SULLIVAN AS MEMBER OF
UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2025-0019872]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Karl D. Sullivan as a member of
Special Service Area Number 34, the Uptown Commission, for a term effective immediately
and expiring October 4, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF TERRY N. TUOHY AS MEMBER OF
UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2025-0019873]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Terry N. Tuohy as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MALLORY MC CLAIRE AS MEMBER OF
103RD STREET BEVERLY COMMISSION (SPECIAL SERVICE AREA NO. 44).
[A2025-0019874]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Mallory McClaire as a member of Special Service Area Number 44, the 103rd Street Beverly Commission, for a term effective immediately and expiring February 6, 2028, to succeed John J. Simmerling, whose term has expired.

9/25/2025

COMMUNICATIONS, ETC.

31337

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JEAN CLAUDE AUREL, JR. AS MEMBER OF
103RD HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 45).

[A2025-0019875]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Jean Claude Aurel, Jr. as a member of Special Service Area Number 45, the 103rd Halsted Commission, for a term expiring March 9, 2029, such period allocated as follows: a term effective immediately and expiring March 9, 2026, to succeed Eric Raymond Chin, whose term has expired, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MARQUITA GATLING AS MEMBER OF 103RD HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 45).

[A2025-0019876]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Marquita Gatling as a member of Special Service Area Number 45, the 103rd Halsted Commission, for a term expiring March 9, 2029, such period allocated as follows: a term effective immediately and expiring March 9, 2026, to succeed Emma Dixon Brown, whose term has expired, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF ROBERT H. BLOCK AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2025-0019877]

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

9/25/2025

COMMUNICATIONS, ETC.

31339

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Robert H. Block as a member of Special Service Area Number 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF JENNIFER L. TREMBLAY AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2025-0019878]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Jennifer L. Tremblay as a member of Special Service Area Number 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF VETA L. CALDWELL-CHARLES AS MEMBER OF CHATHAM COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 51).
[A2025-0019879]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Veta L. Caldwell-Charles as a member of Special Service Area Number 51, the Chatham Cottage Grove Commission, for a term effective immediately and expiring October 5, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

9/25/2025

COMMUNICATIONS, ETC.

31341

Referred -- APPOINTMENT OF VERONICA CLARKE AS MEMBER OF CHATHAM COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 51).
[A2025-0019881]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Veronica Clarke as a member of Special Service Area Number 51, the Chatham Cottage Grove Commission, for a term effective immediately and expiring October 5, 2026, to succeed Wm. Durrell Garth, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF PATRICIA MC COY AS MEMBER OF CHATHAM COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 51).
[A2025-0019880]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Patricia McCoy as a member of Special Service Area Number 51, the Chatham Cottage Grove Commission, for a term effective immediately and expiring October 5, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF FRANTZIE BOURDEAU-GRIFFIN AS MEMBER OF 87TH STREET BUSINESS CORRIDOR COMMISSION (SPECIAL SERVICE AREA NO. 81).

[A2025-0019883]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Frantzie Bourdeau-Griffin as a member of Special Service Area Number 81, the 87th Street Business Corridor Commission, for a term effective immediately and expiring September 25, 2027.

9/25/2025

COMMUNICATIONS, ETC.

31343

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF NICHOLUS MALLORY AS MEMBER OF
87TH STREET BUSINESS CORRIDOR COMMISSION (SPECIAL SERVICE AREA
NO. 81).

[A2025-0019884]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Nicholus Mallory as a member of
Special Service Area Number 81, the 87th Street Business Corridor Commission, for a term
effective immediately and expiring September 25, 2028.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ANGELA J. GREEN AS COMMISSIONER OF CHICAGO DEPARTMENT OF FAMILY AND SUPPORT SERVICES.

[A2025-0019856]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Angela J. Green as Commissioner of the Chicago Department of Family and Support Services.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF LAURA PARRY AS MEMBER OF LICENSE APPEAL COMMISSION.

[A2025-0019891]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on License and Consumer Protection:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have reappointed Laura Parry as a member of the License Appeal Commission for a term effective immediately and expiring May 23, 2027.

9/25/2025

COMMUNICATIONS, ETC.

31345

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF OSWALDO ALVAREZ AS MEMBER OF REGIONAL
TRANSPORTATION AUTHORITY.

[A2025-0019893]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Transportation and Public Way:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Oswaldo Alvarez as a member of the
Regional Transportation Authority for a term effective immediately and expiring July 1, 2027,
to succeed Sarah Tang, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ALICIA BLAKELY AS MEMBER OF THE COMMISSION ON CHICAGO LANDMARKS.

[A2025-0019890]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Alicia Blakely as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2027, to succeed Tiara L. Hughes, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- DESIGNATION OF HELEN SHILLER AS CHAIR OF ZONING BOARD OF APPEALS.

[A2025-0019885]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have designated Helen Shiller as chair of the Zoning Board of Appeals, concurrent with her current term as member.

9/25/2025

COMMUNICATIONS, ETC.

31347

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF PASQUALE GIANNI AS MEMBER OF ZONING BOARD OF APPEALS.

[A2025-0019888]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Zoning, Landmarks and Building Standards*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Pasquale Gianni as a member of the Zoning Board of Appeals for a term effective immediately and expiring July 1, 2030, to succeed Brian H. Sanchez, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF NAKISHA HOBBS AS MEMBER OF ZONING BOARD OF APPEALS.

[A2025-0019886]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Zoning, Landmarks and Building Standards*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- I have appointed Nakisha Hobbs as a member of the Zoning Board of Appeals for a term effective immediately and expiring July 1, 2030, to succeed Angela D. Brooks, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF SECTION 2-32-085 OF MUNICIPAL CODE REGARDING EMPLOYEE CHARITABLE CONTRIBUTION PROGRAM.

[O2025-0019930]

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

9/25/2025

COMMUNICATIONS, ETC.

31349

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Chief Financial Officer, I transmit herewith an ordinance amending the Municipal Code of Chicago regarding the Employee Charitable Contribution Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF ORDINANCE (SO2025-0018149) TO REPEAL SECTION 2-44-140 OF MUNICIPAL CODE REGARDING DEBT AND LIEN WAIVER, RELEASE, OR ASSIGNMENT, AND RESTORE PREVIOUS PROVISION.

[O2025-0019916]

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

September 25, 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 Ordinance Number SO2025-0018149 to restore Section 2-44-140 of the Municipal Code regarding debt waiver.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTERS 9-104 AND 9-112 OF MUNICIPAL CODE BY ADDING SPECIFICATIONS FOR TAXIMETER USE AND MODIFYING RULES ON TAXICAB EQUIPMENT REQUIREMENTS AND INSPECTIONS, LICENSE FEES AND NEW SERVICE FARE RATES.

[O2025-0019931]

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

September 25, 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 regarding taxicabs and taxi chauffeurs.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

9/25/2025

COMMUNICATIONS, ETC.

31351

Referred -- ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO SUPPORT REHABILITATION OF INDIAN TRAILS APARTMENTS AT 221 -- 223 E. 121ST PL. AND 12141 S. INDIANA AVE.

[O2025-0019928]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of up to \$31 Million in tax exempt multi-family housing revenue bonds to support the rehabilitation of the India Trails Apartments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF TAX-EXEMPT HOUSING REVENUE BONDS TO BENEFIT 5853 BROADWAY 4, L.P. PROJECTS.

[O2025-0019920]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of Tax-exempt Housing Revenue Bonds for the benefit of 5853 Broadway 4, L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF FINANCIAL ASSISTANCE
FOR HOMAN SQUARE PHASE IV PROJECT AT 3645, 3621, 3607 W. POLK ST.,
921 S. LAWNGDALE AVE. AND 906 AND 908 S. CENTRAL PARK AVE.

[O2025-0019900]

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

September 25, 2025.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR PROVISION OF TAX INCREMENT FINANCING
ASSISTANCE FUNDS FOR IMPROVEMENTS AT VARIOUS CITY PARKS.

[O2025-0019921, O2025-0019922, O2025-0019923]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 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 provision of TIF funds for improvements at various parks within the City.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH JTA DEVELOPMENT, INC. TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR RENAISSANCE ESTATES PROJECT AT 1555 W. 122ND ST.

[O2025-0019917]

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

September 25, 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 redevelopment agreement with JTA Development, Inc., to provide TIF funds for the Renaissance Estates project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR CAPITAL FUNDING AGREEMENT WITH NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) FOR IMPROVEMENT OF UNION STATION AT 225 S. CANAL ST.

[O2025-0019925]

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

9/25/2025

COMMUNICATIONS, ETC.

31355

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 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 execution of a capital funding agreement to provide TIF funding for improvements at Union Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS
FOR REDEVELOPMENT OF PROPERTY AT 1539 N. PULASKI RD.

[O2025-0019913]

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

September 25, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Department of Housing, I transmit herewith an ordinance authorizing the provision of TIF funds for the redevelopment of the property located at 1539 North Pulaski Road.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION OF LOAN TRANSFER AND ASSUMPTION AGREEMENT TO PIONEER GARDENS FOR 3800 KING PROPERTIES AT 3800, 3804, 3808, 3810, 3814 S. DR. MARTIN LUTHER KING, JR. DR. AND 3744 AND 3746 S. CALUMET AVE.

[O2025-0019911]

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

September 25, 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 transfer and assumption of loan for the 3800 King Properties.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

9/25/2025

COMMUNICATIONS, ETC.

31357

Referred -- ESTABLISHMENT OF 2026 QUALIFIED MORTGAGE CERTIFICATE PROGRAM IN CONTINUATION OF SINGLE-FAMILY MORTGAGE CREDIT CERTIFICATE PROGRAM (SERIES 2026).

[O2025-0019894]

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

September 25, 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 continuation of the Single-Family Mortgage Credit Certificate Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF RENEWED INTERGOVERNMENTAL AGREEMENT WITH MIDWAY NOISE COMPATIBILITY COMMISSION FOR NOISE COMPATIBILITY PROGRAMS AT MIDWAY INTERNATIONAL AIRPORT (MDW).

[O2025-0020016]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a renewed intergovernmental agreement regarding the Midway Noise Compatibility Commission.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF RENEWED INTERGOVERNMENTAL AGREEMENT WITH O'HARE NOISE COMPATIBILITY COMMISSION FOR NOISE COMPATIBILITY PROJECTS AT O'HARE INTERNATIONAL AIRPORT (ORD) AND CHICAGO TRACON BOUNDARY (C90).

[O2025-0020017]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a renewed intergovernmental agreement regarding the O'Hare Noise Compatibility Commission.

9/25/2025

COMMUNICATIONS, ETC.

31359

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR TRANSFER OF INTEREST IN CONCESSION
REDEVELOPMENT AND MANAGEMENT LEASE AGREEMENT FROM URW
AIRPORTS LLC TO ASUR US COMMERCIAL AIRPORTS LLC.

[O2025-0019971]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit
herewith an ordinance authorizing transfer of interest in a concession agreement to a new
owner.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- NEIGHBORHOOD OPPORTUNITY FUND REDEVELOPMENT AGREEMENT WITH CAROLE ROBERTSON CENTER FOR LEARNING FOR IMPROVEMENTS AT 2929 W. 19TH ST.

[O2025-0019995]

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

September 25, 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 redevelopment agreement with Carole Robertson Center for Learning to provide neighborhood opportunity funds for improvements at the Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[O2025-0019963, O2025-0019966, O2025-0019967]

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

9/25/2025

COMMUNICATIONS, ETC.

31361

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- YEAR 2026 LEVY OF TAXES, APPROVAL OF BUDGETS AND EXECUTION OF SERVICE PROVIDER AGREEMENTS FOR VARIOUS SPECIAL SERVICE AREAS.

[O2025-0019781, O2025-0019782, O2025-0019783,
O2025-0019784, O2025-0019785, O2025-0019787,
O2025-0019788, O2025-0019789]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 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 2026 budget and service provider agreements for various special service areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[O2025-0019987, O2025-0019994, O2025-0019998,
O2025-0019999, O2025-0020000, O2025-0020002,
O2025-0020005, O2025-0020007, O2025-0020008,
O2025-0020009, O2025-0020010, O2025-0020011,
O2025-0020012, O2025-0020013]

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

September 25, 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.

9/25/2025

COMMUNICATIONS, ETC.

31363

Referred -- RELEASE OF CITY-OWNED LANDS AT 4327 S. ELLIS AVE., 4320 S. GREENWOOD AVE. AND 4347 S. BERKELEY AVE FROM AMENDED REDEVELOPMENT AGREEMENT WITH JRD LLC.

[O2025-0019983]

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

September 25, 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 release of City-owned lands from the amended redevelopment agreement with JRD LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- LEASE AGREEMENT WITH MILLENNIUM PARKING GARAGES LLC TO RENT SPACE FOR CITY'S ELECTRIC VEHICLE FLEET PARKING AND CHARGING.

[O2025-0019940]

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

September 25, 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 a lease agreement with Millennium Park Garages LLC to rent space for the City's electric vehicle fleet parking and charging.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR RENEWAL OF LEASE AGREEMENT
WITH CHICAGO BOARD OF EDUCATION FOR USE OF PARKING LOT AT
3500 -- 3508 S. WALLACE ST.

[O2025-0019978]

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

September 25, 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 a renewed lease agreement to lease the property located at 3500 South Wallace Street.

9/25/2025

COMMUNICATIONS, ETC.

31365

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR RENEWAL AND AMENDMENT OF LEASE
AGREEMENT WITH 4150 PARTNERSHIP FOR PROPERTY AT 4150 W. 55TH ST.
[O2025-0019981]

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

September 25, 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 a renewed lease agreement to lease the property located at 4150 West 55th Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION FOR COLLECTIVE BARGAINING AGREEMENT WITH CHICAGO FIRE FIGHTERS UNION, LOCAL 2.

[O2025-0019993]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 2025.

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

LADIES AND GENTLEMEN -- At the request of the Corporation Counsel and the Budget Director, I transmit herewith an ordinance authorizing the approval of a collective bargaining agreement with the Chicago Fire Fighters Union, Local 2.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF ORDINANCE (O2025-0017849/APP. NO. 22773T1) TO CORRECT ZONING BOUNDARY LINES AND MAP NUMBER.

[O2025-0019918]

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*:

9/25/2025

COMMUNICATIONS, ETC.

31367

OFFICE OF THE MAYOR
CITY OF CHICAGO

September 25, 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 a zoning map amendment ordinance for correcting boundary lines and map number.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

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

Placed On File -- EXECUTIVE ORDER NO. 2025-4 REGARDING PROHIBITION OF SMOKING ON CHICAGO TRANSIT AUTHORITY PROPERTIES AND DEPLOYMENT OF PUBLIC HEALTH RESOURCES.

[F2025-0018904]

A communication from the Honorable Brandon Johnson, Mayor, under the date of July 24, 2025, received in the Office of the City Clerk on July 24, 2025, transmitting Executive Order Number 2025-4 regarding the prohibition of smoking on Chicago Transit Authority properties and directing the City's Department of Public Health and the Department of Family and Support Services to provide all requested assistance to the Chicago Transit Authority, which was *Placed on File*.

Placed On File -- EXECUTIVE ORDER NO. 2025-5 REGARDING BUILDING OF HEALTHIER CHICAGO BY EXPANDING HEALTHY FOOD ACCESS AND NUTRITION.

[F2025-0019182]

A communication from the Honorable Brandon Johnson, Mayor, under the date of August 30, 2025, received in the Office of the City Clerk on August 30, 2025, transmitting Executive Order Number 2025-5 regarding the building of a healthier Chicago by expanding healthy food access and nutrition, and further requiring the Commissioner of Public Health, in collaboration with other City departments, to develop and make publicly available a document detailing nutrition standards and guidelines, which was *Placed on File*.

Placed On File -- EXECUTIVE ORDER NO. 2025-6 DENOUNCING ANY ATTEMPTS TO DEPLOY UNITED STATES ARMED FORCES AND/OR NATIONAL GUARD AND/OR MILITARIZED CIVIL IMMIGRATION ENFORCEMENT IN CHICAGO AND ESTABLISHMENT OF PROTECTING CHICAGO INITIATIVE.

[F2025-0019183]

A communication from the Honorable Brandon Johnson, Mayor, under the date of August 30, 2025, received in the Office of the City Clerk on August 30, 2025, transmitting Executive Order Number 2025-6 denouncing any attempts to deploy the United States Armed Forces and/or the National Guard and/or militarized civil immigration enforcement in Chicago and establishing Protecting Chicago Initiative, which was *Placed on File*.

Placed On File -- EXECUTIVE ORDER NO. 2025-7 PROTECTING RIGHT TO PROTEST AND FACILITATING SAFE AND PEACEFUL ASSEMBLY.

[F2025-0019580]

A communication from the Honorable Brandon Johnson, Mayor, under the date of September 16, 2025, received in the Office of the City Clerk on September 16, 2025, transmitting Executive Order Number 2025-7 protecting the right to protest and facilitating safe and peaceful assembly, which was *Placed on File*.

Placed On File -- MAYORAL PROCLAMATION OF DISASTER IN CITY OF CHICAGO.
(Effective Date: August 6, 2025)

[F2025-0018977]

A proclamation from the Honorable Brandon Johnson, Mayor, effective August 6, 2025 and to continue for a period not to exceed seven days thereafter, received in the Office of the City Clerk on August 6, 2025, declaring, pursuant to Section 11 of the Illinois Emergency Management Act (20 ILCS3305/11), a disaster in the City of Chicago as a result of a severe weather event during the period of July 25 through July 28, 2025, and thereby activating the City of Chicago's emergency operations plan and authorizing the Executive Director of the Office of Emergency Management and Communications to carry out such functions as may be necessary to manage and coordinate the City's response to such disaster, which was *Placed on File*.

Placed On File -- MAYORAL PROCLAMATION OF DISASTER IN CITY OF CHICAGO.
(Effective Date: August 19, 2025)

[F2025-0019116]

A proclamation from the Honorable Brandon Johnson, Mayor, effective August 6, 2025 and to continue for a period not to exceed seven days thereafter, received in the Office of the City Clerk on August 26, 2025, declaring, pursuant to Section 11 of the Illinois Emergency Management Act (20 ILCS3305/11), a disaster in the City of Chicago as a result of a severe weather event during the period of August 16 through August 19, 2025 and thereby activating the City of Chicago's emergency operations plan and authorizing the Executive Director of the Office of Emergency Management and Communications to carry out such functions as may be necessary to manage and coordinate the City's response to such disaster, which was *Placed on File*.

Placed On File -- RESIGNATION OF WALTER BURNETT, JR. AS VICE MAYOR AND ALDERPERSON OF 27TH WARD.

[F2025-0018869]

A communication from Walter Burnett, Jr. under the date of July 17, 2025, received in the Office of the City Clerk regarding his resignation as Vice-Mayor and Alderperson of the 27th Ward effective as of July 31, 2025, which was *Placed on File*.

Placed On File -- FIREMEN'S ANNUITY AND BENEFIT FUND OF CHICAGO FUNDING RESOLUTION FOR YEAR 2026.

[F2025-0018978]

A communication from Kelly Weller, Executive Director, Retirement Board of Firemen's Annuity and Benefit Fund of Chicago, under the date of July 28, 2025, received in the Office of the City Clerk on July 28, 2025, transmitting the Firemen's Annuity and Benefit Fund funding resolution for year 2026 with payment to be made in year 2027, which was *Placed on File*.

Placed On File -- RETIREMENT BOARD OF MUNICIPAL EMPLOYEES', OFFICERS' AND OFFICIALS' ANNUITY AND BENEFIT FUND OF CHICAGO FUNDING RESOLUTION FOR YEAR 2026.

[F2025-0018903]

A communication from Tiffany Jenkins, Executive Director, Retirement Board of Municipal Employees', Officers' and Officials' Annuity and Benefit Fund of Chicago, under the date of July 14, 2025, received in the Office of the City Clerk on July 14, 2025, transmitting the Retirement Board of Municipal Employees', Officers' and Officials' Annuity and Benefit Fund funding resolution for year 2026 with payment to be made in year 2027, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S ADVISORY ON REGULATING CONDUCT OF CITY COUNCIL MEMBERS.

[F2025-0019058]

A communication from Deborah Witzburg, Inspector General, under the date of August 20, 2025 and received in the Office of the City Clerk on August 19, 2025, transmitting an advisory on regulating conduct of City Council members and that the Committee on Committees and Rules develop clear rules and procedures by which it can meaningfully evaluate and adjudicate any Aldermanic misconduct, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S FOLLOW-UP REPORT ON FAIRNESS AND CONSISTENCY IN DISCIPLINARY PROCESS FOR CHICAGO POLICE DEPARTMENT MEMBERS.

[F2025-0019150]

A communication from Deborah Witzburg, Inspector General, under the date of August 29, 2025, received in the Office of the City Clerk on August 28, 2025, transmitting a

follow-up report regarding fairness and consistency in disciplinary process for the Chicago Police Department, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S AUDIT OF CHICAGO DEPARTMENT OF PUBLIC HEALTH'S MENTAL HEALTH EQUITY INITIATIVE.

[F2025-0019009]

A communication from Deborah Witzburg, Inspector General, under the date of August 12, 2025, received in the Office of the City Clerk on August 12, 2025, transmitting a report regarding the Department of Public Health's Mental Health Equity Initiative, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on July 16, 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 September 25, 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 July 16, 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:

Absolute Realty Group LLC, 1247 N California Series (Application Number 22824T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-I bounded by:

a line 100 feet south of and parallel to West Potomac Avenue; a line 135 feet east of and parallel to North California Avenue; a line 133.33 feet south of and parallel to West Potomac Avenue; and North California Avenue (common address: 1247 North California Avenue).

[O2025-0019463]

Janell Arroyo (Application Number 22866) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 20-A bounded by:

a line 148.50 feet south of and parallel to East 85th Street; South Buffalo Avenue; a line 173.50 feet south of and parallel to East 85th Street; and then the alley next east of and parallel to South Buffalo Avenue (common address: 8516 South Buffalo Avenue).

[O2025-0020023]

Bad Luck Club LLC (Application Number 22878) -- to classify as a B2-1.5 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 11-H bounded by:

a line 125.00 feet north of and parallel to West Montrose Avenue; a line 62.00 feet east of and parallel to North Hamilton Avenue; West Montrose Avenue; and North Hamilton Avenue (common address: 4401 -- 4411 North Hamilton Avenue/2114 -- 2118 West Montrose Avenue).

[O2025-0020109]

Baha Development LLC (Application Number 22833) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 3-K bounded by:

West North Avenue; a line 150.50 feet east of and parallel to North Kildare Avenue; the alley next south of West North Avenue; and North Kildare Avenue (common address: 4247 -- 4257 West North Avenue).

[O2025-0019581]

Butch McGuire's Lincoln Park LLC (Application Number 22864T1) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 5-F bounded by:

the alley next north of and parallel to North Lincoln Avenue; a line 286 feet southeast of West Belden Avenue, as measured along the east right-of-way line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; and a line 236 feet southeast of West Belden Avenue, as measured along the east right-of-way line of North Lincoln Avenue and perpendicular thereto (common address: 2251 North Lincoln Avenue).

[O2025-0020021]

Jesus Calderon (Application Number 22826) -- 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 6-H bounded by:

the public alley next north of and parallel to West 23rd Place; a line 263.02 feet east of and parallel to South Oakley Avenue; West 23rd Place; and a line 238 feet east of and parallel to South Oakley Avenue (common address: 2234 West 23rd Place).

[O2025-0019483]

Capricorn Design + Build LLC (Application Number 22883) -- to classify as an RM5.5 Residential Multi-Unit District instead of an RM5 Residential Multi-Unit District and further, to classify as a Residential Planned Development instead of an RM5.5 Residential Multi-Unit District the area shown on Map Number 8-E bounded by:

a line 135 feet south of and parallel to East 37th Place; South Michigan Avenue; a line 345 feet south of and parallel to East 37th Place; and a line 200.10 feet west of and parallel to South Michigan Avenue (common address: 3746 -- 3766 South Michigan Avenue).

[O2025-0020098]

Julie Haran Castaneda and Daniel Castaneda (Application Number 22831T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 3-G bounded by:

Chicago and Northwestern Railroad; a line 101.6 feet east of and parallel to North Elston Avenue; West Chestnut Street; and a line 75 feet east of and parallel to North Elston Avenue (common address: 1120 West Chestnut Street).

[O2025-0019555]

Chicago Community Kollel, Inc. (Application Number 22839T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a B3-2 Community Shopping District and RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 17-I bounded by:

a line 173.3 feet north of and parallel to West Arthur Avenue; North California Avenue; West Arthur Avenue; and the public alley next west of and parallel to North California Avenue (common address: 6506 -- 6512 North California Avenue).
[O2025-0019627]

Miguel Cuevas (Application Number 22874) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 4-I bounded by:

a line 525.0 feet north of and parallel to West 19th Street; the public alley next east of and parallel to South Kedzie Avenue; a line 500.0 feet north of and parallel to West 19th Street; and South Kedzie Avenue (common address: 1829 South Kedzie Avenue).
[O2025-0020100]

DePaul University (Application Number 22893T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of Institutional Planned Development Number 2 and further a reduction of the minimum off-street automobile parking ratio in the amount of 100 percent with respect to the B2-3 Neighborhood Mixed-Use District, as amended, the area shown on Map Number 7-G bounded by:

the alley next north of and parallel to West Montana Street; the west line of the Chicago Transit Authority right-of-way; West Montana Street; and a line 112.92 feet east of and parallel to North Sheffield Avenue (common address: 970 West Montana Street).
[O2025-0020122]

DePaul University (Application Number 22892) -- to classify as a B3-3 Community Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and further, to classify as Institutional Planned Development Number 2, as amended, instead of a B3-3 Community Shopping District the area shown on Map Numbers 5-G and 7-G bounded by:

West Fullerton Avenue; North Halsted Street; West Belden Avenue; a line 140.25 feet east of North Sheffield Avenue; the alley next south of and parallel to West Belden Avenue; the alley next east of and parallel to North Sheffield Avenue; the alley next north of and parallel to West Webster Avenue; North Sheffield Avenue; a line 371.23 feet south of West Belden Avenue; a line 120.06 feet west of North Sheffield Avenue; a line 358.43 feet south of West Belden Avenue; a line

141.17 feet west of North Sheffield Avenue; West Webster Avenue; North Kenmore Avenue; West Belden Avenue; North Seminary Avenue; a line 106.80 feet south of West Belden Avenue; the alley next west of and parallel to North Seminary Avenue; West Belden Avenue; North Racine Avenue; a line 11 feet north of and parallel to the south line of West Medill Avenue or the centerline of the proposed new West Medill Avenue right-of-way; the alley next west of and parallel to North Racine Avenue; West Fullerton Avenue; North Racine Avenue; the alley next north of and parallel to West Fullerton Avenue; a line 204.30 feet east of North Racine Avenue; West Fullerton Avenue; North Seminary Avenue; the alley next north of and parallel to West Fullerton Avenue; the alley next west of and parallel to North Sheffield Avenue; West Montana Street; the west line of the Chicago Transit Authority right-of-way; West Fullerton Avenue; the east line of the Chicago Transit Authority right-of-way; the alley next north of and parallel to West Fullerton Avenue; a line 90.00 feet east of the east line of the Chicago Transit Authority right-of-way; and West Fullerton Avenue; with the exception of the following areas which are located within the perimeter boundaries of the subject area to be rezoned, described above: a line 195.18 feet south of and parallel with West Fullerton Avenue; the alley next east of and parallel to North Racine Avenue; a line 245.18 feet south of and parallel with West Fullerton Avenue; and North Racine Avenue; also, West Belden Avenue; a line 35.35 feet east of and parallel to North Sheffield Avenue; a line 80.91 feet south of and parallel to West Belden Avenue; a line 53.41 feet east of and parallel to North Sheffield Avenue; West Belden Avenue; a line 71.94 feet east of and parallel to North Sheffield Avenue; the alley next south of and parallel to West Belden Avenue; and North Sheffield Avenue; also, West Belden Avenue; a line 122.23 feet east of and parallel to North Sheffield Avenue; the alley next south of and parallel to West Belden Avenue; and a line 94.97 feet east of and parallel to North Sheffield Avenue (common address: 2318 -- 2340 North Halsted Street; 929 -- 941 West Fullerton Avenue; 1014 -- 1022 West Belden Avenue; and 2334 -- 2400 North Racine Avenue).

[O2025-0020123]

Gerardo Hernandez and Maria Belen Dorado (Application Number 22860) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 10-K bounded by:

a line 230 feet north of and parallel to West 45th Street; South Knox Avenue; a line 100 feet north of and parallel to West 45th Street; and the alley next west of and parallel to South Knox Avenue (common address: 4438 -- 4448 South Knox Avenue).

[O2025-0020015]

Erie Neighborhood House (Application Number 22855T1) -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of a C3-3 Commercial, Manufacturing and Employment District the area shown on Map Number 6-K bounded by:

a line 75 feet north of and parallel to West 27th Street; the public alley east of and parallel to South Kildare Avenue; West 27th Street; and South Kildare Avenue (common address: 2653 -- 2657 South Kildare Avenue; and 4246 -- 4258 West 27th Street).

[O2025-0019914]

Reshorna Fitzpatrick (Application Number 22846T1) -- to classify as a C1-2 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 6-J bounded by:

beginning at the alley next north of and parallel to West Douglas Boulevard; a line 73 feet east of and parallel to South Millard Avenue; West Douglas Boulevard; and South Millard Avenue (common address: 3622 West Douglas Boulevard/ 1337 -- 1343 South Millard Avenue).

[O2025-0019642]

GJK Properties LLC (Application Number 22828T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 13-I bounded by:

beginning at a line 58 feet southeast of the intersection of West Argyle Street and the public alley next southwest of and parallel to North Lincoln Avenue, as measured at the southeast right-of-way line of West Argyle Street and perpendicular to North Lincoln Avenue; North Lincoln Avenue; a line 108 feet southeast of the intersection of West Argyle Street and the public alley next southwest of and parallel to North Lincoln Avenue, as measured at the southeast right-of-way line of West Argyle Street and perpendicular to North Lincoln Avenue; and the public alley next southwest of and parallel to North Lincoln Avenue (common address: 4936 North Lincoln Avenue, Number 1S).

[O2025-0019486]

Gramar LLC (Application Number 22838) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 9-G bounded by:

North Clark Street; a line 50 feet northwest of and parallel to West Patterson Avenue; the public alley next southwest of and parallel to North Clark Street; and a line 85 feet northwest of and parallel to West Patterson Avenue (common address: 3650 North Clark Street).

[O2025-0019623]

Grocery Retail Holdings LLC (Application Number 22853) -- to classify as a B3-1 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-L bounded by:

West Wolfram Street; the alley next west of and parallel to North Cicero Avenue; the alley next south of and parallel to West Wolfram Street; and a line 168.16 feet west of and parallel to North Cicero Avenue (common address: 4815 West Wolfram Street).

[O2025-0019794]

GSG Investments LLC (Application Number 22857) -- 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 9-J bounded by:

a line 199 feet south of and parallel to West Roscoe Street; the public alley next east of and parallel to North Hamlin Avenue; and a line 224 feet south of and parallel with West Roscoe Street (common address: 3339 North Hamlin Avenue).

[O2025-0019924]

Guzman Development Group LLC (Application Number 22851T1) -- to classify as an RM5.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 6-H bounded by:

the public alley next north of and parallel to West 22nd Place; a line 294.0 feet east of and parallel to South Wolcott Avenue; West 22nd Place; and a line 246.0 feet east of and parallel to South Wolcott Avenue (common address: 1830 -- 1832 West 22nd Place).

[O2025-0019774]

Demetria Hayden (Application Number 22868) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 16-H bounded by:

West 63rd Street; a line 78.54 feet west of and parallel to South Honore Street; the public alley next south of and parallel to West 63rd Street; and then a line 104.72 feet west of and parallel to South Honore Street (common address: 1841 West 63rd Street).

[O2025-0020027]

Connie J. Isabell (Application Number 22867T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS1 Residential Single-Unit (Detached House) District the area shown on Map Number 12-D bounded by:

East 48th Street; a line 187 feet west and parallel to South Ellis Avenue; a line 98 feet south of and parallel to East 48th Street; and a line 250 feet west of and parallel to South Ellis Avenue (common address: 933 East 48th Street).

[O2025-0020024]

Ive Lane Corporation (Application Number 22848) -- to classify as a B3-1 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 6-G bounded by:

the public alley next north of and parallel to West 31st Street; a line 62 feet west of and parallel to South Halsted Street; West 31st Street; and a line 158 feet west of and parallel to South Halsted Street (common address: 810 West 31st Street).

[O2025-0019646]

Roni Jarta (Application Number 22889) -- to classify as a C1-2 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 19-H bounded by:

the public alley next north of and parallel to West Touhy Avenue; a line 223.5 feet east of and parallel to North Oakley Avenue; West Touhy Avenue; and a line 200.0 feet east of and parallel to North Oakley Avenue (common address: 2212 West Touhy Avenue).

[O2025-0020116]

JRD LLC-4325 (Application Number 22832T1) -- to classify as an RM5 Residential Multi-Unit District instead of a B3-3 Community Shopping District the area shown on Map Number 10-E bounded by:

a line 222.2 feet south of and parallel to East 43rd Street; the alley next east of and parallel to South Dr. Martin Luther King, Jr. Drive; a line 247.2 feet south of and parallel to East 43rd Street; and South Dr. Martin Luther King, Jr. Drive (common address: 4325 South Dr. Martin Luther King, Jr. Drive).

[O2025-0019560]

Kenmore & Barry LLC (Application Number 22830T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-G bounded by:

a line 174.4 feet south of and parallel to West Barry Avenue; a public alley next east of and parallel to North Kenmore Avenue; a line 211.9 feet south of and parallel to West Barry Avenue; and North Kenmore Avenue (common address: 3039 North Kenmore Avenue).

[O2025-0019551]

Landex-HS JV LLC (Application Number 22829T1) -- to classify as a B3-3 Community Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 6-F bounded by:

a line 24 feet south of and parallel to West 26th Street; the public alley next east of and parallel to North Halsted Street; a line 48 feet south of and parallel to West 26th Street; and North Halsted Street (common address: 2603 South Halsted Street).

[O2025-0019491]

Lawndale Christian Development Corporation (Application Number 22882) -- to classify as a C1-1 Neighborhood Commercial District instead of an M1-2 Limited Manufacturing/Business Park District and further, to classify as Planned Development Number _____, instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 6-J bounded by:

West Cermak Road; South Springfield Avenue; a line 616.55 feet south of and parallel to West Cermak Road; a line 332 feet west of and parallel to South Springfield Avenue; and West Ogden Avenue (common address: 2200 -- 2260 South Springfield Avenue; 3901 -- 3925 West Cermak Road; 3927 -- 3929 West Ogden Avenue).

[O2025-0020094]

Laylo Studio LLC (Application Number 22881T1) -- to classify as a C1-2 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-J bounded by:

the alley next north of and parallel to West North Avenue; a line 125 feet east of and parallel to North Hamlin Avenue; West North Avenue; and then a line 75 feet east of and parallel to North Hamlin Avenue (common address: 3750 West North Avenue).

[O2025-0020092]

John and Wendy Lee (Application Number 22856) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RM5.5 Residential Multi-Unit District the area shown on Map Number 6-F bounded by:

a line 48.40 feet north of and parallel to West 23rd Street; a line 25 feet east of and parallel to South Princeton Avenue; West 23rd Street; and South Princeton Avenue (common address: 268 West 23rd Street).

[O2025-0019919]

LG Development Group LLC and 1201 W. Kinzie LLC (Application Number 22887T1) -- to classify as a DX-5 Downtown Mixed-Use District instead of an M2-3 Light Industry District the area shown on Map Number 1-G bounded by:

West Kinzie Street; North Racine Avenue; a line 70 feet south of and parallel to West Kinzie Street; and a line 200 feet west of and parallel to North Racine Avenue (common address: 1201 -- 1219 West Kinzie Street and 366 -- 372 North Racine Avenue).

[O2025-0020118]

Little Bear Holdings LLC (Application Number 22858) -- to classify as a C1-1 Neighborhood Commercial District instead of a B3-2 Community Shopping District and an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 12-G bounded by:

the public alley next north of and parallel to West Garfield Boulevard; South May Street; West Garfield Boulevard; and South Racine Avenue (common address: 1134 -- 1158 West Garfield Boulevard).

[O2025-0019926]

Mackinaw Development LLC (Application Number 22845T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 13-H bounded by:

West Carmen Avenue; North Ashland Avenue; a line 89.00 feet south of and parallel to West Carmen Avenue; and the public alley next west of and parallel to North Ashland Avenue (common address: 5054 -- 5060 North Ashland Avenue).

[O2025-0019640]

Brendan Madden (Application Number 22890T1) -- 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 15-O bounded by:

a line from a point located 46.56 feet north of West Higgins Avenue, extending east and perpendicular to North Oriole Avenue; a line 89.81 feet east of and parallel to North Oriole Avenue; West Higgins Avenue; and North Oriole Avenue (common address: 5701 North Oriole Avenue).

[O2025-0020119]

Anthony Mazzone (Application Number 22847T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M3-3 Heavy Industry District the area shown on Map Number 3-G bounded by:

a line 150 feet south of and parallel to West Augusta Boulevard; North Elston Avenue; a line 175.10 feet south of and parallel to West Augusta Boulevard; and the Chicago and North Western Railway (common address: 932 North Elston Avenue).
[O2025-0019644]

Merriment Homes, Inc. (Application Number 22869T1) -- to classify as an RM6 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-H bounded by:

the public alley next north of and parallel to West Huron Street; North Oakley Boulevard; West Huron Street; and a line 52.2 feet west of and parallel to North Oakley Boulevard (common address: 2300 -- 2302 West Huron Street).
[O2025-0020028]

Jeffrey Moy (Application Number 22891) -- to classify as a C1-2 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 6-F bounded by:

a line 250 feet west of and parallel to South Wallace Street; and the public alley next north of and parallel to West 26th Street; West 26th Street; and a line 290 feet west of and parallel to South Wallace Street (common address: 624 West 26th Street).
[O2025-0020124]

MPV Construction Corporation (Application Number 22859T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-I bounded by:

the public alley next north of and parallel to West Diversey Avenue; a line 125 feet west of and parallel to North Troy Street; West Diversey Avenue; and a line 150 feet west of and parallel to North Troy Street (common address: 3144 West Diversey Avenue).
[O2025-0020014]

Edgar Alberto Abarca Nolasco (Application Number 22865) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-K bounded by:

a line 326.08 feet north of and parallel to West Fullerton Avenue; North Lowell Avenue; a line 301.08 feet north of and parallel to West Fullerton Avenue; and the public alley next west of and parallel to North Lowell Avenue (common address: 2426 North Lowell Avenue).
[O2025-0020022]

OKI RE LLC (Application Number 22879T1) -- to classify as a B3-3 Commercial Shopping District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 4-G bounded by:

the public alley next north of and parallel to West 21st Street; a line 225.00 feet east of and parallel to South Carpenter Street; West 21st Street; and a line 50.00 feet east of and parallel to South Carpenter Street (common address: 1030 West 21st Street).

[O2025-0020025]

Elizabeth Perez (Application Number 22841) -- to classify as a B2-1 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 20-A bounded by:

a line 198.5 feet south of and parallel to East 85th Street; the public alley next east of and parallel to South Burley Avenue; a line 248.5 feet south of and parallel to East 85th Street; and South Burley Avenue (common address: 8521 South Burley Avenue).

[O2025-0019633]

Prospect Bank, as Trustee under Trust Number 455577 (Application Number 22875) -- to classify as a DR-3 Downtown Residential District instead of a DX-3 Downtown Mixed-Use District the area shown on Map Number 4-E bounded by:

East 18th Street; the alley east of and parallel to South Prairie Avenue; a line 84.89 feet south of and parallel to East 18th Street; and South Prairie Avenue (common address: 1801 South Prairie Avenue).

[O2025-0020101]

Prospect Bank, as Trustee under Trust Number 455577 (Application Number 22876) -- to classify as a DR-3 Downtown Residential District instead of a DX-3 Downtown Mixed-Use District the area shown on Map Number 4-E bounded by:

a line 84.89 feet south of and parallel to East 18th Street; the alley east of and parallel to South Prairie Avenue; a line 131 feet south of and parallel to East 18th Street; and South Prairie Avenue (common address: 1811 South Prairie Avenue).

[O2025-0020107]

Ragazzi 2 LLC (Application Number 22837T1) -- to classify as a B3-1 Community Shopping District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 14-M bounded by:

West 55th Street; South Mulligan Avenue; a public alley next south of and parallel to West 55th Street; and South Narragansett Avenue (common address: 6353 -- 6355 West 55th Street).

[O2025-0019622]

Sanju Sharma (Application Number 22870T1) -- 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-G bounded by:

a line 158.50 feet south of and parallel to West 113th Place; the public alley next east of and parallel to South Aberdeen Street; a line 208.50 feet south of and parallel to West 113th Place; and South Aberdeen Street (common address: 11351 -- 11355 South Aberdeen Street).

[O2025-0020093]

Sicili LLC (Application Number 22872T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 2-H bounded by:

the public alley next east of and parallel to South Western Avenue; a line 99.36 feet north of and parallel to West Taylor Street; a line 140 feet east of and parallel to South Western Avenue; and West Taylor Street (common address: 2346 West Taylor Street).

[O2025-0020096]

Kyle and Katherine Smith (Application Number 22850T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 3-F bounded by:

a line 149.0 feet south of and parallel to West Blackhawk Street; the public alley next east of and parallel to North Mohawk Street; a line 173.00 feet south of and parallel to West Blackhawk Street; and North Mohawk Street (common address: 1437 North Mohawk Street).

[O2025-0019761]

Somm Somm Restaurant Group LLC (Application Number 22888) -- to classify as a C1-3 Neighborhood Commercial District instead of a B3-3 Community Shopping District the area shown on Map Number 7-G bounded by:

the public alley next south of and parallel to West Lill Avenue; then a line 575.5 feet west of and parallel to North Halsted Street; then a line 358.5 feet southeast of the intersection of West Lill Avenue and Lincoln Avenue, as measured along the east right-of-way line of North Lincoln Avenue; North Lincoln Avenue; a line 313.5 feet

southeast of the intersection of West Lill Avenue and North Lincoln Avenue, as measured along the east right-of-way line of North Lincoln Avenue; and a line 615.5 feet west of and parallel to North Halsted Street (common address: 2505 North Lincoln Avenue).

[O2025-0020111]

Lavelle Sykes (Application Number 22835T1) -- 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 8-E bounded by:

a line of 399.44 feet south of and parallel to East 33rd Street; a public alley next east of and parallel to South Prairie Avenue; a line 416.44 feet south of and parallel to East 33rd Street; and South Prairie Avenue (common address: 3341 South Prairie Avenue).

[O2025-0019616]

Techco Savvy, Inc. (Application Number 22849) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 2-K bounded by:

West Fifth Avenue; South Keeler Avenue; the public alley south of and parallel to West Fifth Avenue; and a line 59.49 feet west of and parallel to South Keeler Avenue (common address: 4203 -- 4211 West 5th Avenue/732 -- 744 South Keeler Avenue).

[O2025-0019750]

William and Beth Wagner (Application Number 22873) -- to classify as a B3-2 Community Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-G bounded by:

a line 169.5 feet north of and parallel to West 18th Street; South Racine Avenue; a line 73.5 feet north of and parallel to West 18th Street; and the public alley next west of and parallel to South Racine Avenue (common address: 1714 -- 1718 South Racine Avenue).

[O2025-0020099]

Wildwood Investments LLC (Application Number 22871T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C3-2 Commercial, Manufacturing and Employment District the area shown on Map Number 1-H bounded by:

West Grand Avenue; a line 96 feet west of and parallel to North Damen Avenue; West Ferdinand Street; and a line 143.2 feet west of and parallel to North Damen Avenue (common address: 2011 -- 2013 West Grand Avenue).

[O2025-0020095]

Wintrust Bank, N.A. (Application Number 22885) -- to classify as Residential-Business Planned Development Number 306, as amended, instead of Residential-Business Planned Development Number 306 the area shown on Map Number 7-F bounded by:

the public alley north of and parallel to West Diversey Parkway; the alley next east of North Broadway; West Diversey Parkway; North Broadway; a line 125 feet north of and parallel to West Diversey Parkway; and a line 186 feet west of the alley next east of North Broadway (common address: 554 -- 628 West Diversey Parkway).

[O2025-0020110]

4Corners LLC (Application Number 22862T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 2-G bounded by:

West Fillmore Street; a line 150.05 feet east of and parallel to South Laflin Street; the public alley next south of and parallel to West Fillmore Street; and South Laflin Street (common address: 1447 -- 1457 West Fillmore Street).

[O2025-0020019]

210 North Morgan Development LLC (Application Number 22886) -- to classify as Residential-Business Planned Development Number 1541, as amended, instead of Residential-Business Planned Development Number 1541 the area shown on Map Number 1-G bounded by:

North Morgan Street; a line 100 feet north of and parallel to West Lake Street; a line 125.78 feet west of and parallel to North Morgan Street; and a line 240.24 feet north of and parallel to West Lake Street (common address: 210 -- 220 North Morgan Street).

[O2025-0020115]

360 Degrees LLC (Application Number 22863T1) -- to classify as a C1-3 Neighborhood Commercial District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 3-I bounded by:

West North Avenue; North Fairfield Avenue; a line 108 feet south of and parallel to West North Avenue; and a line 50 feet west of and parallel to North Fairfield Avenue (common address: 2735 West North Avenue).

[O2025-0020020]

930 Huron LLC (Application Number 22877T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 1-G bounded by:

West Superior Street; North Sangamon Street; West Huron Street; and a line 75 feet west of and parallel to North Sangamon Street (common address: 930 West Huron Street).

[O2025-0020108]

1105 W. Fulton LLC (Application Number 22840T1) -- to classify as a DX-7 Downtown Mixed-Use District instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

West Fulton Market; a line 41.06 feet west of and parallel to North Aberdeen Street; a line 100.5 feet south of and parallel to West Fulton Market; and a line 81.06 feet west of and parallel to North Aberdeen Street (common address: 1107 West Fulton Market).

[O2025-0019628]

1453 N. Sedgwick LLC (Application Number 22880T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B2-5 Neighborhood Mixed-Use District the area shown on Map Number 3-F bounded by:

a line 666.38 feet south of and parallel to West North Avenue; a line 102.20 feet east of and parallel to North Sedgwick Street; a line 716.38 feet south of and parallel to West North Avenue; and North Sedgwick Street (common address: 1449 -- 1453 North Sedgwick Street).

[O2025-0020026]

1459 N. Talman LLC (Application Number 22843T1) -- to classify as an RM5 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-I bounded by:

West Le Moyne Street; the public alley next east of and parallel to North Talman Avenue; a line 50.00 feet south of and parallel to West Le Moyne Street; and North Talman Avenue (common address: 1457 -- 1459 North Talman Avenue).

[O2025-0019638]

1855 Grand One LLC (Application Number 22852T1) -- to classify as B2-3 Neighborhood Mixed-Use District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-H bounded by:

West Grand Avenue; a line 72.00 feet east of and parallel to North Wolcott Avenue; West Ferdinand Street; and a line 48.00 feet east of and parallel to North Wolcott Avenue (common address: 1855 West Grand Avenue).

[O2025-0019779]

1905 West Huron LLC (Application Number 22827T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-H bounded by:

West Huron Street; a line 21.5 feet west of and parallel to North Wolcott Avenue; the public alley next south of and parallel to West Huron Street; and a line 69.5 feet west of and parallel to North Wolcott Avenue (common address: 1903 -- 1905 West Huron Street).

[O2025-0019484]

1948 W. Peterson LLC (Application Number 22825T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a C2-2 Motor Vehicle-Related Commercial District the area shown on Map Number 15-H bounded by:

a line 156 feet north of and parallel to West Peterson Avenue; North Winchester Avenue; West Peterson Avenue; and the public alley next west of and parallel to North Winchester Avenue (common address: 1948 West Peterson Avenue).

[O2025-0019475]

2121 W. Grand LLC (Application Number 22842T1) -- to classify as a B3-5 Community Shopping District instead of a C3-2 Commercial, Manufacturing and Employment District the area shown on Map Number 1-H bounded by:

West Grand Avenue; a line 175 feet west of and parallel to North Hoyne Avenue; West Ferdinand Street; and a line 300 feet west of and parallel to North Hoyne Avenue (common address: 2119 -- 2129 West Grand Avenue).

[O2025-0019637]

2241 W. LLC (Application Number 22861) -- to classify as a DX-3 Downtown Mixed-Use District instead of a DS-3 Downtown Service District the area shown on Map Number 6-E bounded by:

a line 200 feet north of and parallel to East 23rd Street; the alley next east of and parallel to South Wabash Avenue; a line 140 feet north of and parallel to East 23rd Street; and South Wabash Avenue (common address: 2241 South Wabash Avenue).

[O2025-0020018]

3059 North Leavitt LLC (Application Number 22844T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 7-H bounded by:

West Barry Avenue; the public alley next east of and parallel to North Leavitt Street; a line 25.00 feet south of and parallel to West Barry Avenue; and North Leavitt Street (common address: 3059 North Leavitt Street).

[O2025-0019639]

3256 W. Bryn Mawr LLC (Application Number 22834) -- to classify as a B3-2 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 15-J bounded by:

the alley next north of and parallel to West Bryn Mawr Avenue; a line 28.74 feet east of and parallel to North Spaulding Avenue; West Bryn Mawr Avenue; and North Spaulding Avenue (common address: 3256 West Bryn Mawr Avenue).

[O2025-0019590]

3523 Bosworth LLC (Application Number 22836T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-G bounded by:

the public alley next north of and parallel to West Willow Street; a line 100 feet east of and parallel to North Sheffield Avenue; West Willow Street; and a line 75 feet east of and parallel to North Sheffield Avenue (common address: 950 West Willow Street).

[O2025-0019619]

4512 Central LLC (Application Number 22854) -- 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 11-M bounded by:

a line 90 feet south of and parallel to West Windsor Avenue; North Central Avenue; a line 120 feet south of and parallel to West Windsor Avenue; and the alley next west of and parallel to North Central Avenue (common address: 4512 North Central Avenue).

[O2025-0019912]

4641 N. Ashland LLC (Application Number 22884) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and further, to classify as a Residential Planned Development instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 11-G bounded by:

West Leland Avenue; a line extending southward and parallel to North Ashland Avenue, a distance of 93.12 feet from a point 167 feet east of North Ashland Avenue; a line extending westward and parallel to West Leland Avenue, a distance of 7 feet from a point 167 feet east of North Ashland Avenue; a line extending southward and parallel to

North Ashland Avenue, a distance of 35.07 feet from a point 160 feet east of North Ashland Avenue; a line extending eastward and parallel to West Leland Avenue, a distance of 10 feet from a point 160 feet east of North Ashland Avenue; a line extending southward and parallel to North Ashland Avenue, a distance of 84.55 feet from a point 170 feet east of North Ashland Avenue; a line extending westward and parallel to West Leland Avenue, a distance of 78.71 feet from a point 170 feet east of North Ashland Avenue; a line extending northward and parallel to North Ashland Avenue, a distance of 9.04 feet from a point 91.29 feet east of North Ashland Avenue; a line extending westward and parallel to West Leland Avenue, a distance of 36.14 feet from a point 91.29 feet east of North Ashland Avenue; a line extending northward and parallel to North Ashland Avenue, a distance of 3.77 feet from a point 55.15 feet east of North Ashland Avenue; a line extending westward and parallel to West Leland Avenue; and North Ashland Avenue (common address: 4641 North Ashland Avenue).

[O2025-0020103]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Abercrombie, Anisha	[CL2025-0018873]
Agee, Leavora	[CL2025-0018984]
Ahsan, Shahid M.	[CL2025-0019143]
Akhtar, Nadim M.	[CL2025-0019428]
Alberska, Patrycja	[CL2025-0019145]
Alexopoulos, Katerina	[CL2025-0018937]
Alinezhad, Ali	[CL2025-0019165]
All Mechanical Industries, Inc. and Carlson, Matthew	[CL2025-0019034]
Anderson, Scott E.	[CL2025-0019001]
Antonopoulos, Peter	[CL2025-0019033]

Baltierra, Blanca E.	[CL2025-0019040]
Bamgbose, Monday M.	[CL2025-0019190]
Barreto, Francisco	[CL2025-0019006]
Beran, John C.	[CL2025-0019039]
Bias, Valerie	[CL2025-0018885]
Brenner, Marc	[CL2025-0018900]
Bryant, Allen, Jr.	[CL2025-0019176]
Carter, Dania S.	[CL2025-0018938]
Castro, Jesus G.	[CL2025-0019193]
Catalan, Jacqueline	[CL2025-0018939]
Chaney, Lawanda J.	[CL2025-0019023]
Charnay, Matthew S.	[CL2025-0019202]
Chen, Jay	[CL2025-0019020]
Childs, Elysia R.	[CL2025-0019041]
Choudhury, Mohammed S. A.	[CL2025-0019019]
Crutchfield, Paul R.	[CL2025-0019035]
D'Agostino, Robert	[CL2025-0018877]
Davis, Derrick	[CL2025-0019031]
De Marco, Mae	[CL2025-0019407]
De Young, Dan W.	[CL2025-0019026]
Delgado, Alejandro	[CL2025-0019157]
Dunn, Alexa (2)	[CL2025-0019170, CL2025-0019194]
Dy, Lady C.	[CL2025-0019155]

9/25/2025

COMMUNICATIONS, ETC.

31391

Edwards, Robert	[CL2025-0018883]
Eldridge, Stephen	[CL2025-0018888]
Epstein, Ira	[CL2025-0019132]
Erceg, Luka	[CL2025-0019168]
Fields, LaShawnda	[CL2025-0018909]
Fischer, Ann M.	[CL2025-0019247]
Floyd, Phillip A.	[CL2025-0018943]
Ford, Kevin Anthony	[CL2025-0018993]
Garcia, Pedro	[CL2025-0018999]
GEICO Insurance and Mohammed, Wahid and Mohammed, Mujahid	[CL2025-0019036]
GEICO Insurance and Murphy, Rachel (2)	[CL2025-0019027, CL2025-0019175]
Gociman, Florica	[CL2025-0019251]
Gold, Jason M.	[CL2025-0019264]
Griffin, Florence	[CL2025-0018881]
Guerrero, Miriam	[CL2025-0018933]
Gutierrez, Albert	[CL2025-0018893]
Guyton, Nicole M.	[CL2025-0019167]
Henderson, Andrea B.	[CL2025-0019403]
Hertz Corporation	[CL2025-0019152]
Hill, Barner	[CL2025-0019177]
Hobbs, Christopher R.	[CL2025-0019018]
Hudson, Joseph	[CL2025-0018910]
Huerta, Monica	[CL2025-0018971]

Hughes, Sharon D.	[CL2025-0019234]
Huitron, Liberio	[CL2025-0019030]
Huynh, Lien	[CL2025-0019133]
Ireland, Elizabeth	[CL2025-0018905]
Johnson, Kenard E.	[CL2025-0019171]
Jones, Terry L.	[CL2025-0019188]
Joseph, Crystal L.	[CL2025-0018940]
Kastein, Nicholas J.	[CL2025-0019446]
Keefner, Allen	[CL2025-0018876]
Keller, Nathaniel J.	[CL2025-0019318]
Kirkwood, Andre S.	[CL2025-0019184]
Klinger, Sylvia	[CL2025-0018878]
Leibforth, Daniel G.	[CL2025-0019192]
Lezon, Elizabeth	[CL2025-0018995]
Lifson, Dov	[CL2025-0019154]
Little, Tony	[CL2025-0018935]
Liu, Xi	[CL2025-0019163]
Lopez, Osvaldo I.	[CL2025-0019315]
Mabina, Shoshiwa S.	[CL2025-0019187]
Madrigal, Miguel	[CL2025-0018882]
Mangrum-Willis, Hollee C.	[CL2025-0019262]
Marks, Ryan	[CL2025-0018894]

Martin, Steven C.	[CL2025-0019166]
Martinez, Ena	[CL2025-0019169]
Mathews, Christopher J.	[CL2025-0019235]
McCarville, Michael P.	[CL2025-0019147]
McDonald, Hawanna A.	[CL2025-0019186]
Melgoza, Claudia L.	[CL2025-0018967]
Milewska, Anna	[CL2025-0019191]
Miller, Nellie L.	[CL2025-0019159]
Mohammed, Azam	[CL2025-0019173]
Mouhouelo Matondo, Dieudonne	[CL2025-0018944]
Ng, Austin S.	[CL2025-0019139]
Nguyen, Triet	[CL2025-0018887]
Nicholson, Darryl	[CL2025-0018899]
Okocha, Benedict I.	[CL2025-0019423]
Olavarria, Anthony M.	[CL2025-0019422]
Ortiz, Hector	[CL2025-0019200]
Owen, Tashwan V.	[CL2025-0019161]
Paul, Earl A.	[CL2025-0019017]
Paul, Heather D.	[CL2025-0018942]
Potocki, Marek	[CL2025-0019142]
Progressive Insurance and Cleary, Micaela	[CL2025-0019267]
Pullen, William S.	[CL2025-0019156]
Ramirez, John	[CL2025-0018874]

Redlinski, Maciej D.	[CL2025-0019441]
Rice, Duane	[CL2025-0018896]
Roberison, Robert J.	[CL2025-0019028]
Rohrer, Kelsey R.	[CL2025-0019146]
Roland, Jean	[CL2025-0018907]
Rosales, Artemio	[CL2025-0019148]
Ross, Dione R.	[CL2025-0019185]
Ruestow, Peter S.	[CL2025-0018994]
Saccaro, Rachel A.	[CL2025-0019195]
Safeway Insurance and Ponce-Nunez, Jose M.	[CL2025-0019254]
Sakarya, Ismail	[CL2025-0018934]
Sancha-Magrowski, Lisette	[CL2025-0018879]
Saxena, Arunima	[CL2025-0019198]
Sebastian, Donna E.	[CL2025-0019141]
Segal, Betty R.	[CL2025-0019025]
Servin, Wenceslao	[CL2025-0019180]
Sims, Da Ron R.	[CL2025-0019160]
Soto, Graciela	[CL2025-0019255]
Spero, Daniel N.	[CL2025-0019137]
State Farm Insurance and Cortes Macedo, Maria R.	[CL2025-0019016]
State Farm Insurance and Jones, Diane	[CL2025-0018945]
State Farm Insurance and Quiroga, Cesar	[CL2025-0018970]
Stenson, Kerstin M.	[CL2025-0019174]

9/25/2025

COMMUNICATIONS, ETC.

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Strama, Maria C. (2)	[CL2025-0018941, CL2025-0018996]
Tatro, Gregory	[CL2025-0018895]
Taverne, Amalia	[CL2025-0019005]
Taylor, Brent T.	[CL2025-0019162]
Tegtmeier, Matthew E.	[CL2025-0019149]
Timofeyev, Anton	[CL2025-0019151]
Timothy, Alicia	[CL2025-0018892]
Vargas, Jose L.	[CL2025-0019144]
Vazquez, Oscar	[CL2025-0018872]
Villegas, Adriana	[CL2025-0019029]
Volpe, Alisa M.	[CL2025-0018997]
Walkowiak, Nicole J.	[CL2025-0019425]
Wallis, Kathryn R.(3)	[CL2025-0018891, CL2025-0018989, CL2025-0019153]
Ward, Gina	[CL2025-0019178]
Ware, Megan	[CL2025-0018936]
Waters, Edward	[CL2025-0018908]
West, Izabella A.	[CL2025-0018998]
William, Antuan L., Jr.	[CL2025-0019021]
Williams, Monique	[CL2025-0019037]
Wilson, Brian	[CL2025-0018890]
Wong, Lisa L.	[CL2025-0019136]
Wu, Wenxi	[CL2025-0019022]
Yoo, Ichan D.	[CL2025-0019158]
Young, Arinnie	[CL2025-0019004]

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF ERIE STREET ROW AT 161 E. ERIE ST. AS CHICAGO LANDMARK.

[O2025-0019121]

A communication from Dijana Cuvalo, AIA Assistant Commissioner Historic Preservation Division Bureau of Citywide Systems and Historic Preservation Department of Planning and Development under the date of August 27, 2025, and received in the Office of the City Clerk on August 27, 2025, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of Erie Street Row at 161 East Erie Street as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF GENESIS ASSEMBLY OF GOD BAPTIST CHURCH AT 1400 N. LARAMIE AVE. AS CHICAGO LANDMARK.

[O2025-0019626]

A communication from Dijana Cuvalo, AIA Assistant Commissioner Historic Preservation Division Bureau of Citywide Systems and Historic Preservation Department of Planning and Development under the date of September 17, 2025, and received in the Office of the City Clerk on September 17, 2025, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of Genesis Assembly of God Baptist Church at 1400 North Laramie Avenue as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF FRED C. BEESON HOUSE NO. 4 AT 5830 W. MIDWAY PARK AS CHICAGO LANDMARK.

[O2025-0019665]

A communication from Dijana Cuvalo, AIA Assistant Commissioner Historic Preservation Division Bureau of Citywide Systems and Historic Preservation Department of Planning and Development under the date of September 18, 2025, and received in the Office of the City Clerk on September 18, 2025, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance, for designation of Fred C. Beeson House Number 4 at 5830 West Midway Park as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

REDEVELOPMENT AGREEMENT WITH AFTER SCHOOL MATTERS, INC. TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR AFTER SCHOOL MATTERS ORLEANS TEEN CENTER PROJECT AT 1065 N. ORLEANS ST.

[O2025-0018758]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance approving the execution of a redevelopment agreement and issuance of Tax Increment Financing (TIF) funds to After School Matters, Inc. for the renovation of 1065 North Orleans Street into the After School Matters Orleans Teen Center (27th Ward) (O2025-0018758), in an amount not to exceed \$5,000,000 TIF, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on September 15, 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, 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 -- None.

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

The following is said ordinance as passed:

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

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

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

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

WHEREAS, The Grantee will be obligated to undertake the Project in accordance with the Plan and the terms and conditions set forth in Exhibit A, with the Project to be financed in

part by a Grant consisting of certain incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Redevelopment Area (as defined in the TIF Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 25-CDC-07 adopted by the Community Development Commission of the City (the "Commission") on July 8, 2025, the Commission has recommended that the Grantee and/or its affiliated entities be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Grantee for the Project; now, therefore,

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

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

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

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

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

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

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

Exhibit "A".
(To Ordinance)

After School Matters, Inc. Redevelopment Agreement.
(Chicago Recovery Plan Medium Community Development Grant)

Version 2025.06

This After School Matters, Inc. 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 the Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information," the Recitals, or Section 2, as applicable.

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

PROJECT INFORMATION

Term	Definition												
Closing Date													
Developer	After School Matters, Inc., an Illinois not-for-profit corporation												
Project	The Developer will acquire a building located at 1065 N Orleans Street, Chicago, Illinois 60610 (as further described in <u>Exhibit A</u> , the “Property”) and renovate such Property into an approximately 36,645 square foot youth community center that (a) includes a black-box theater, gymnasium, culinary kitchen, art studios, STEM laboratories, woodshop, and outdoor space for gardening; and (b) offers approximately 2,100 paid employment opportunities annually for Chicago-based teenagers (the “Project”).												
Ordinance Date	[DATE OF ORDINANCE APPROVING THIS AGREEMENT]												
TIF Area	Near North Redevelopment Project Area												
Redevelopment Plan	The redevelopment plan and project for the TIF Area as approved and adopted by the City Council.												
Commencement Date	January 7, 2025												
Completion Date													
Certificate Deadline	[THE DATE 2 YEARS AFTER THE CLOSING DATE]												
City Grant	\$5,000,000												
Estimated Project Cost	\$25,965,779												
Funding Sources	<table><tr><th>Funding Source</th><th>Amount</th></tr><tr><td>Equity</td><td>\$12,295,000</td></tr><tr><td>Lender Financing</td><td>\$ 6,670,779</td></tr><tr><td>Other public funding</td><td>\$ 2,000,000</td></tr><tr><td>City Grant</td><td>\$ 5,000,000</td></tr><tr><td>TOTAL</td><td>\$ 25,965,779</td></tr></table>	Funding Source	Amount	Equity	\$12,295,000	Lender Financing	\$ 6,670,779	Other public funding	\$ 2,000,000	City Grant	\$ 5,000,000	TOTAL	\$ 25,965,779
Funding Source	Amount												
Equity	\$12,295,000												
Lender Financing	\$ 6,670,779												
Other public funding	\$ 2,000,000												
City Grant	\$ 5,000,000												
TOTAL	\$ 25,965,779												
Notice Addresses	<u>If to the Developer:</u>												

	After School Matters, Inc. 66 E. Randolph St. Chicago, IL 60601 <u>Attention:</u> Mary Ellen Caron, Ph.D. & Mischelle Causey-Drake with a copy to Katten Muchin Rosenman LLP 525 W. Monroe Street Chicago, IL 60661-3693 <u>Attention:</u> Mark C. Simon & Katie Ward <u>If to the City:</u> City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 <u>Attention:</u> Commissioner with a copy to City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> Finance and Economic Development Division
Permitted Liens	[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, if any, issued in conjunction therewith on the Closing Date continue to remain in full force and effect
Title Company	[NAME OF TITLE COMPANY]
Trade Names	[INSERT TRADE NAMES]

Signature page to Redevelopment Agreement

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

AFTER SCHOOL MATTERS, INC.,
an Illinois not-for-profit corporation

By: _____
Name:
Title:

CITY OF CHICAGO

By: _____
Commissioner
Department of Planning and Development

NOTARY CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____ (the "Representative"), personally known to me to be the [_____] of **AFTER SCHOOL MATTERS, INC.**, an Illinois not-for-profit corporation ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 _____

NOTARY CERTIFICATION

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid,
DO HEREBY CERTIFY that _____, personally known to me to be the 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 _____, 20__.

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

C. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance authorizing the Commissioner of Planning and Development (the "Commissioner") 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 July 20, 1997 and published in the Journal of the Proceedings of the City Council of the City for such date, the City Council: (i) approved a redevelopment plan and project (the "Redevelopment Plan") for the TIF Area; (ii) designated the TIF Area as a "redevelopment project area" within the requirements of the TIF Act; and (iii) adopted tax increment financing for the TIF Area. Items (i)-(iii) were amended by ordinance(s) adopted on April 24, 2020 and October 14, 2021 (the "Amendments"). Items (i)-(iii) above, as amended by the Amendments, are collectively referred to herein as the "TIF Adoption Ordinances."

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

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

SECTION 2. DEFINITIONS

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

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

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

"Capital Event" is defined in Section 4.08.

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

"City Council" is defined in the Recitals.

"City Funds" is defined in the Recitals.

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

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

"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.

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

"Environmental Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

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

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

"Event of Default" is defined in Section 11.

"Final 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.

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

"Hazardous Building Material Survey" [IF A BUILDING IS PRESENT and built before 1980] shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Property to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

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

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

"IEPA" means the Illinois Environmental Protection Agency.

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

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

"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.

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

"MBE/WBE Budget" means the budget attached hereto as Exhibit B.

"MBE/WBE Program" is defined in Exhibit F.

"Municipal Code" means the Municipal Code of the City of Chicago.

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

"Occupancy Covenant" is defined in Section 7.05.

"Operations Covenant" is defined in Section 7.04.

"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, or (b) is a hazard to the environment or to the health or safety of persons.

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

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

"Project Budget" means the budget attached hereto as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 4.02.

"Property" means the real property described on Exhibit A.

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a final No Further Remediation Letter.

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

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

"Redevelopment Plan" is defined in the Recitals.

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

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities taken to obtain a No Further Remediation Letter in accordance with: the terms and conditions of the RAP Approval Letter issued by the Illinois Environmental Protection Agency ("IEPA"), the SRP Documents (as defined below), all requirements of the IEPA, and all applicable federal, state, and local laws, ordinances, and regulations, including, without limitation, all applicable Environmental Laws.

"Requisition Form" means the document, in the form attached hereto as Exhibit D, to be delivered by Developer to DPD pursuant to Section 4.06.

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

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

"SRP" shall mean the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 *et seq.*, and the regulations promulgated thereunder.

"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 Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to Section 9.

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

"Sustainable Development Policy" means the Chicago Sustainable Development Policy for the Project in effect as of the date of Developer's initial application for the City Grant.

"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 commencing on the Closing Date and ending at the fifth anniversary of the date the Certificate is issued.

"TIF Act" is defined in the Recitals.

"TIF Adoption Ordinances" is defined in the Recitals.

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

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

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

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

"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.

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

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

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

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

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

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

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

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

SECTION 4. CITY GRANT

4.01 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

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

4.03 Distribution of City Grant.

Escrow Agreement alternative: If the Developer has elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.01 and Section 4.02, the City shall disburse the City Grant in installments as described in the Escrow Agreement.

No Escrow Agreement alternative: If the Developer has not elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.01 and Section 4.02, the City shall pay 100% of the City Grant at the issuance of the Certificate.

4.04 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of the City Grant as described in Section 4.03, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

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

4.06 Cost Overruns. If the aggregate cost of TIF-Funded Improvements exceeds the City Grant funds available pursuant to Section 4.01, or if the cost of completing the Project exceeds the Estimated Project Cost, Developer shall be solely responsible for such excess cost and shall hold the City harmless from any and all costs and expenses of completing the Project.

4.07 Conditional Grant. The City Grant being provided hereunder is being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02. The City Grant will be paid only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such grant.

4.08 Return of City Funds Upon Refinance, Sale, or Transfer. For purposes of this section, the term "Capital Event" shall mean an arms-length sale, transfer, or refinancing of the Project, excluding a refinancing of the construction loan (if any) to a permanent loan as part of the normal course of business. Upon the occurrence of a Capital Event during the Term of the Agreement, the Developer agrees to pay and remit to the City an amount equal to 100% of the City 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, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition acceptable to the City in its sole discretion.

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

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

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

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

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

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

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

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

SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION

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

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

The Developer acknowledges and understands that the City will not issue the Certificate and pay out, as applicable, (a) the City Grant (if the Developer has not elected to receive the City Grant via an Escrow Agreement), or (b) the final installment of the City Grant (if the Developer has elected to receive the City Grant via an Escrow Agreement), until the following conditions have been met:

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

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

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

6.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have the right to terminate this Agreement. If this occurs, no City Grant funds will be paid to the Developer.

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

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

SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

7.01 General. Developer represents, warrants and covenants, as of the Closing Date and as of the date of each disbursement of the City Grant hereunder that:

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

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

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

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

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

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

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

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

(i) before the Certificate is issued, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose 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 this subsection (i) shall not apply to a transfer of the Property from the Developer to one of Developer's Affiliates through a quitclaim;

(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 City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for TIF-Funded Improvements as provided in this Agreement.

7.04 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain its operations at the Project (the "Operations Covenant"). The Operations Covenant shall run with the land and be binding upon any transferee.

7.05 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, that the entire Project shall remain occupied, and otherwise open for business (the "Occupancy Covenant"). The Occupancy Covenant shall run with the land and be binding upon any transferee.

7.06 Jobs Reporting Requirement. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to report to DPD information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

7.07 Annual Compliance Report. Following the issuance of the Certificate, each Year

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

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

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

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

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

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

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

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

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

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

7.17 Governmental Charges.

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

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

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

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

contest.

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

7.19 FOIA and Local Records Act Compliance.

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

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

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

SECTION 8. MAINTAINING RECORDS AND RIGHT TO INSPECT

8.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to,

payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 9. ENVIRONMENTAL MATTERS

Hazardous Building Material Survey

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

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

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

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

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

The Developer acknowledges that, except in the case of information specifically designated by the Developer to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys, Illinois Environmental Protection Agency Site Remediation Program submittals, or similar environmental documents relating to the property publicly available, and Applicant/Grantee consents to the City's publication of those documents.

Phase I Performed and No Recognized Environmental Conditions (RECs) Identified

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

The Phase I ESA did not identify any Recognized Environmental Conditions ("RECs").

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

No City funding may be used to import bio-solids or bio-solids-based products to the Property from a wastewater treatment facility or other source.

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

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

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

SECTION 10. INDEMNIFICATION

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

SECTION 11. DEFAULT AND REMEDIES

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

- (a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;
- (b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;
- (c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;
- (e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;
- (f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

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

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

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

11.03 Cure Period. In the event Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant; 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 Closing Date with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

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

SECTION 13. GENERAL PROVISIONS

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

changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days.

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

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

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

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

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

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

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

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

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

13.11 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless

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

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

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

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

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

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

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

13.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-

156-030 (b) of the Municipal Code, (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.

(Sub)Exhibits "A", "B", "C", "D", "E", "F" and "G" referred to in this After School Matters, Inc. Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To After School Matters, Inc. Redevelopment Agreement)

Legal Description Of Property.

Legal Description:

Lots 18 to 24, both inclusive, in Assessor's Division of Block 11 in Johnston, Roberts and Storrs Addition to Chicago, in the west half of the southeast quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1065 North Orleans Street
Chicago, Illinois 60610.

Property Identification Number ("PIN"):

17-04-416-001-0000.

(Sub)Exhibit "B".
(To After School Matters, Inc. Redevelopment Agreement)

Project Budget.

		<i>Total Project</i>	<i>MBE/WBE</i>	<i>TIF- Eligible</i>
1.0-4.0	Total Acquisition Costs	\$12,195,275		\$12,195,275
Hard Costs				
G total	<i>Building Sitework</i>	\$735,522	\$735,522	\$735,522
A total	<i>Substructure</i>	\$1,807,000	\$1,807,000	\$1,807,000
B total	<i>Shell</i>	\$833,399	\$833,399	\$833,399
C total	<i>Interiors</i>	\$1,551,104	\$1,551,104	\$1,551,104
D total	<i>Services</i>	\$3,898,322	\$3,898,322	\$3,898,322
E total	<i>FFE</i>	\$422,625		
F total	<i>Special Construction & Demolition</i>	\$0	\$0	\$0
Z total	<i>Hard Cost Contingency</i>	\$1,200,000	\$1,200,000	
	Total Hard Costs	\$10,447,972	\$10,025,347	\$8,825,347
	<i>Percentage of Eligible Hard Costs</i>			<i>84.5%</i>
Soft Costs				
1.1	<i>Architecture & Engineering</i>	\$738,000		\$738,000
1.2-1.5	<i>Other Professional Services</i>	\$728,850		\$615,656
2.0 total	<i>Construction Management</i>	\$101,639		\$85,854
3.0 total	<i>Permits & Titles</i>	\$108,768		
4.0 total	<i>Construction Equipment, Rentals & Tools</i>	\$0		
5.0 total	<i>Developer Fee</i>	\$0		\$0
6.0 total	<i>Soft Cost Contingency</i>	\$300,000		
7.0 total	<i>General Conditions & Requirements</i>	\$905,140		\$764,567
8.0 total	<i>Overhead & Profit</i>	\$440,135		\$371,780
	Total Soft Costs	\$3,322,532		\$2,575,856
Total		\$25,965,779	\$10,025,347	\$23,596,478
	<i>Project MBE Total at 26%</i>		\$2,606,590	
	<i>Project WBE Total at 6%</i>		\$601,521	

(Sub)Exhibit "C".
(To After School Matters, 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 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 After School Matters, 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 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. TIF-Funded Improvements for the Project, in the amount of \$_____, have been made.

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

\$_____

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

\$ _____

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

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

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

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

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

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day
of _____, 20 ____.

Notary Public

My commission expires: _____

(Sub)Exhibit "E".

(To After School Matters, Inc. Redevelopment Agreement)

Annual Compliance Report.

Dated As Of [Insert Date].

[Insert Year] Annual Compliance Report.

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), After School Matters, Inc., an Illinois not-for-profit corporation ("Developer") is committed to providing an annual compliance report.

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

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

- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.04 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 7.05) -- Pursuant to Section 7.05 of the RDA, the Project is required to have one hundred percent (100%) of the Project remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Reporting Requirement (Section 7.06).
- Delivery of Financial Statements and unaudited financial statements (Section 7.11).
- Delivery of updated insurance certificate (Section 7.12).
- Provide evidence of payment of Non-Governmental Charges (Section 7.16).
- Compliance with all executory provisions of the RDA.

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

- The Project is in operation.
- The Property is [Insert Percentage] occupied.

(c) Attach evidence of such compliance or noncompliance.

(d) Provide a report stating the number of jobs, if any, created as a result of the Project for this reporting period.

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

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

Attachments.

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

After School Matters, Inc.

[Insert Date]

(Sub)Exhibit "F".

(To After School Matters, Inc. Redevelopment Agreement)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. [The City shall be named as obligee or co-obligee on any such bonds.]

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (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 (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 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 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 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, 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.

(c) Consistent with Section 2-92-440, Municipal Code, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing a MBE or a WBE as 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 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.

(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.

(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.

(Sub)Exhibit "G".

(To After School Matters, Inc. Redevelopment Agreement)

Escrow Agreement, If Applicable.

[Not Attached For Introduction]

REDEVELOPMENT AGREEMENT WITH FIELD BUILDING REVITALIZATION PARTNERS LLC TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR ADAPTIVE REUSE OF BUILDING AT 135 S. LASALLE ST.

[SO2025-0018762]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance authorizing a redevelopment agreement and issuance of Tax Increment Financing (TIF) assistance to Field Building Revitalization Partners LLC for the adaptive reuse of the building located at 135 South LaSalle Street (34th Ward) (SO2025-0018762), in an amount not to exceed \$98,000,000 TIF, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on September 15, 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, 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 -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Field Building Revitalization Partners LLC, an Illinois limited liability company ("Field"), has submitted a proposal considered by the Department of Housing and the Department of Planning and Development to redevelop, along with Downtown Chicago Neighborhood Council NFP, an Illinois not-for-profit corporation (collectively with Field, the "Developer"), certain real property with an existing building thereon located at 135 South LaSalle Street, Chicago, Illinois 60603 (as legally described in Exhibit B, the "Property") in order to create a mixed-use development comprising of: (a) approximately 485,000 square feet of residential space located on a portion of the lower level, a portion of the ground level, a portion of floor 2, floors 5 through 14, floor 25, and floors 43 and 44, with 386 rental residential units, of which 30 percent (116 units) will be rental units affordable to families whose annual income does not between 40 percent and 80 percent of the Chicago-area median income, and 270 market-rate rental units, along with residential amenities including a fitness center, outdoor terrace, co-working space, lounge space, and two levels of enclosed parking spaces on floors 3 and 4 (the "Residential Project"); and (b) approximately 92,000 square feet of commercial space to include neighborhood amenities such as a small format grocery store, physical fitness center, medical services, education, cultural, and other complementary uses located on a portion of the lower level, a portion of the ground level, and a portion of floor 2 (the "Commercial Project" and together with the Residential Project, the "Project"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 15, 2006, and published at pages 92019 -- 92099 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date, a certain redevelopment plan and project, as amended (the "Plan") for the LaSalle Central Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 15, 2006, and published at pages 92100 -- 92107 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 15, 2006, and published at pages 92108 -- 92114 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Project Costs (as defined in the Act) incurred pursuant to the Plan (as amended from time to time, the "TIF Ordinance"); and

WHEREAS, The Property is located in the Area; and

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

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

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

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

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

SECTION 3. Upon the approval and availability of the Additional Financing as shown on Exhibit A hereto, the Commissioner of Planning and Development or a designee or successor thereof (each the "Authorized Officer") are each hereby authorized, with the approval of the City's corporation counsel (the "Corporation Counsel") as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in connection with payment of the Redevelopment Project Costs with the tax increment financing ("TIF") funds, substantially in the form attached hereto as Exhibit C and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement, with such execution to constitute conclusive evidence of the Authorized Officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 4. The City Council hereby finds that the City is authorized to pay an aggregate amount equal to \$98,000,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account") to the Developer to finance a portion of costs included within the Project and eligible under the Act. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 4.

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

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

SECTION 7. The Project (as described on Exhibit A hereto) shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the "Municipal Code"). Section 5-11-110 of the Municipal Code does not apply to the Project.

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

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

Exhibit "A".
(To Ordinance)

Additional Financing Terms.

Developer: Field Building Revitalization Partners LLC, an Illinois limited liability company ("Field") and Downtown Chicago Neighborhood Council NFP, an Illinois not-for-profit corporation.

Project: Acquisition and redevelopment of certain real property with an existing building thereon located at 135 South LaSalle Street, Chicago, Illinois 60603 (as legally described in Exhibit B, the "Property") in order to create a mixed-use development comprising of: (a) approximately 485,000 square feet of residential space located on a portion of the lower level, a portion of the ground level, a portion of floor 2, floors 5 through 14, floor 25, and floors 43 and 44, with 386 rental residential units, of which 30 percent (116 units) will be rental units affordable to families whose annual income does not between 40 percent and 80 percent of the Chicago-area median income, and 270 market-rate rental units, along with residential amenities including a fitness center, outdoor terrace, co-working space, lounge space, and two levels of enclosed parking spaces on floors 3 and 4 (the "Residential Project"); and (b) approximately 92,000 square feet of commercial space to include neighborhood amenities such as a small format grocery store, physical fitness center, medical services, education, cultural, and other complementary uses located on a portion of the lower level, a portion of the ground level, and a portion of floor 2 (the "Commercial Project" and together with the Residential Project, the "Project").

Grant: Source: Tax Increment Financing.

Amount: Not to exceed \$98,000,000.

**Additional
Financing:**

1. Construction And Permanent Loan.

Amount: Approximately \$86,000,000 or such other amount acceptable to the Authorized Officer.

Security: A senior mortgage on the Property, the Commercial Project, Project and/or the Residential Project.

The source, interest rate and term shall be acceptable to the Authorized Officer.

2. Equity:

Amount: Approximately \$24,292,867 or such other amount acceptable to the Authorized Officer.

Source: Developer.

3. Historic Tax Credit:

Proceeds: Approximately \$33,273,249 or such other amount acceptable to the Authorized Officer.

Source: To be derived from the syndication of federal Historic Tax Credits.

Exhibit "B".
(To Ordinance)

Legal Description Of Property.

[Subject to revision (a) based on Survey and Title Insurance and (b) to reflect only the portions of the real estate at 135 South LaSalle Street being acquired by Developer, rather than the entirety of the real estate at this location.]

Legal Description:

[Lots 5, 6 and 7 (except the north 10.00 feet thereof) and that part of Lot 8, lying east of the east line of South LaSalle Street (except the north 10.00 feet thereof) 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.]

Property Address:

135 South LaSalle Street
Chicago, Illinois 60603.

Property Identification Number ("PIN"):

[17-16-211-009-000.]

Exhibit "C".
(To Ordinance)

135 South LaSalle Street Redevelopment Agreement.

This 135 S LaSalle Redevelopment Agreement (this "Agreement") is made as of this [] day of [], 20[], by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), Field Building Revitalization Partners LLC, a Delaware limited liability company ("Field") and Downtown Chicago Neighborhood Council NFP, an Illinois not-for-profit corporation (the "135 LaSalle NFP" and collectively with Field, the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, in accordance with the provisions of the Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the LaSalle Central Redevelopment Project Area (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (item 3, the "TIF Adoption Ordinance" and items (1) – (3) collectively, the "TIF Ordinances") adopted on November 15, 2006 and subsequently amended on February 7, 2007 and May 9, 2007 and published in the Journal of the Proceedings of the City Council for such date.

D. The Project: Developer owns or intends to purchase certain property within an existing building thereon located within the Redevelopment Area at 135 S. LaSalle Street, Chicago, Illinois 60603 and legally described on Exhibit A-1 (the "Property"). As of the Closing

Date, the Property will be divided into two or more separate parcels through vertical separation or subdivision as follows: (i) a portion of the lower level, a portion of the ground level, and a portion of floor 2, (the "Commercial Property") as legally described on Exhibit A-2 hereto, and (ii) a portion of the lower level, a portion of the ground level, a portion of floor 2, floors 3 through 14, floor 25, floor 43 and floor 44 (the "Residential Property") as legally described on Exhibit A-3 hereto.

Developer, within the time frames set forth in Section 3.01, shall rehabilitate on the Commercial Property approximately 92,000 square feet of commercial space which is intended to include neighborhood amenities such as a small format grocery store, physical fitness center, medical services, education, cultural, and other complementary uses (the "Commercial Project").

Developer, within the time frames set forth in Section 3.01, shall rehabilitate on the Residential Property approximately 485,000 square feet of residential space located on floors five through 14, floor 25, and floors 43 and 44, comprising 386 rental residential units, of which 30% (116 units) will be affordable units, along with residential amenities including a fitness center, outdoor terrace, co-working space, and lounge space, plus two levels of enclosed parking spaces on floors 3 and 4 (the "Residential Project"). The affordable units in the Residential Project will include 116 units for low-income families, comprised of approximately 68 studio units, 32 one-bedroom units, and 16 two-bedroom units (collectively, the "Affordable Units"). The market-rate units in the Residential Project will include 270 units, comprised of approximately 156 studio units, 71 one-bedroom units, and 43 two-bedroom units.

Each of the Commercial Project and the Residential Project (including the Affordable Units) (collectively the "Facility") and related improvements, including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit B, are individually and collectively referred to herein as a "Project" or the "Project". The completion of each Project would not reasonably be anticipated without the financing contemplated in this Agreement.

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

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

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

SECTION 2. DEFINITIONS

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

"2021 Affordable Requirements Ordinance" means Section 2-44-085 of the Municipal Code.

"Act" is defined in the Recitals.

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

"Affordable Units" is defined in the Recitals.

"Annual Compliance Report" means a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Affordable Housing Covenant (Section 8.26); (2) compliance with the Jobs Creation report (Section 8.06); (3) delivery of Financial Statements and unaudited financial

statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.22); (7) compliance with the Increment and Rate of Return Reporting (Section 8.25); and (8) compliance with all other executory provisions of this Agreement.

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

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

"Capital Event" is defined in Section 4.09.

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

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

"Chicago Zoning Ordinance" means Title 17 of the Municipal Code.

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

"City Council" is defined in the Recitals.

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

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

"Commercial Occupancy Covenant" is defined in Section 8.06.

"Commercial Project" is defined in the Recitals.

"Commercial Property" is defined in the Recitals.

"Commissioner" means the Commissioner of Planning and Development of the City.

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

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

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

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

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

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

"Deferred Developer Fee" means an amount equal to \$4,470,000.

"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.

"Environmental Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

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

"Escrow Agreement" means the Escrow Agreement establishing a construction escrow, to be entered into as of the date of this Agreement by the City, if applicable, the Title Company

(or an affiliate of the Title Company), Developer and Developer's lender(s), in a form acceptable to the City.

"Event of Default" is defined in Section 15.

"Existing Mortgage" is defined in Article 16.

"Excess Proceeds" means all cash proceeds from a Capital Event less (1) repayment of any Lender Financing, (2) all transaction costs, including but not limited to tax liability related to such Capital Event and payments due to the Investor Member and HTC Investor, and (3) the amount of Equity, other than HTC Equity, stated in Section 4.01.

"Facility" is defined in the Recitals.

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

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

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

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

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

"Ground Floor Space" means the approximately 21,880 rentable square feet, measured by floor area, of commercial rental space located on the ground floor of the Commercial Space.

"Hazardous Building Material Survey" includes (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive

material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

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

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

"HTC" means the federal historic tax credits pursuant to 26 U.S.C. §47 et seq. of the Internal Revenue Code of 1986, as amended.

"HTC Investor" means the to-be-admitted, up to 99% member of Developer which shall provide the HTC Equity to Developer in exchange in part for the receipt of federal historic tax federal HTCs related to the Project and allocable to the Project, and on the Closing Date is anticipated to be _____, an [Illinois][insert type of entity], and its respective successors and assigns.

"HUD" means the United States Department of Housing and Urban Development.

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07.

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

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

"Investor Member" means [_____, a _____] and its successors and assigns, or another entity acceptable to the City, in its sole discretion.

"Junior Mortgage" shall mean a Junior 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 Junior Mortgage; and which shall be a second mortgage unless the Lender Financing includes two separate mortgage loans, in which event the Junior Mortgage may be a third mortgage.

"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 Closing.

"LUST" means the IEPA's Leaking Underground Storage Tank Program as set forth in Title 41 of IAC Part 175 of the Illinois Environmental Protection Act, and 35 IAC Part 732, and the regulations promulgated thereunder.

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

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

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

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

"New Mortgage" is defined in Article 16.

"NFR Letter" means a No Further Remediation letter issued by the IEPA.

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

"Other Regulated Material" means any Waste, Contaminant, 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, or (b) is a hazard to the environment or to the health or safety of persons.

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

long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

"Permitted Transfer" shall mean (a) the transfer by the HTC Investor of its membership interest in the Developer to any person or entity directly or indirectly controlling, controlled by or under common control with the HTC Investor pursuant to the Developer's operating agreement upon the City's receipt of such transferee's corporate documents, EDSs, and any other affidavits or certifications as requested by the City and as may be required by federal, state or local law in the award of public contracts, and (b) the HTC Investor's sale of its interest in the Developer to the managing member of an Affiliate of the Developer pursuant to Developer's operating agreement upon the City's receipt of its corporate documents, EDSs, and any other affidavits or certifications as requested by the City and as may be required by federal, state or local law in the award of public contracts.

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

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

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

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

"Project" is defined in the Recitals.

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

"Property" is defined in the Recitals.

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

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a final No Further Remediation 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.

"Regulatory Agreement" means the Inclusionary Housing Agreement entered into on the Closing Date by Developer and the City describing Developer's obligation to provide affordable housing at the Residential Project pursuant to the 2021 Affordable Requirements Ordinance.

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities taken to obtain a No Further Remediation Letter in accordance with: the terms and conditions of the RAP Approval Letter issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable federal, state, and local laws, ordinances, and regulations, including, without limitation, all applicable Environmental Laws.

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

"Residential Project" is defined in the Recitals.

"Residential Property" is defined in the Recitals.

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

"SRP" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

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

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

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

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

"Term of the Agreement" means, (a) with respect to the Residential Project, the period of time starting on the Closing Date and ending on the thirtieth anniversary of the issuance of the

Certificate, and (b) with respect to the Commercial Project, the period of time starting on the Closing Date and ending on the tenth anniversary of the issuance of the Certificate, subject to extension under Section 15.03(b).

"TIF Adoption Ordinance" is defined in the Recitals.

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

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

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

"TIF Ordinances" is defined in the Recitals.

"Title Company" means [_____].

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

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (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. If requested by DPD, Developer shall submit to DPD the Scope Drawings and Plans and Specifications, and DPD reserves the

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

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$241,566,116. 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. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Project to a use other than as described in Recital D; (c) a delay in the completion of the Project by three (3) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith before Developer receives DPD's written approval (to the extent City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has agreed to provide under this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but within 10 business days after executing such a Change Order, Developer shall notify DPD in writing of such Change Order and the source of funding therefor.

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

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

to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required under this Agreement.

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

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

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

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

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

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

SECTION 4. FINANCING

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

Equity from Developer (subject to <u>Sections 4.03(b) and 4.06</u>)	\$24,292,867
HTC Equity	\$33,273,249
Lender Financing	\$86,000,000
City Funds (subject to <u>Section 4.03</u>)	\$98,000,000*
Estimated total	\$241,566,116

*A portion of City Funds and HTC Equity will be bridged by Lender Financing.

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

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

4.03 City Funds.

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

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$98,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$98,000,000 or 40.57% of the actual total Project costs; and provided further, that the City Funds to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

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

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

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$98,000,000 is contingent upon the fulfillment of the conditions

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

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, the City shall disburse the City Funds in four (4) payments as follows:

(i) \$29,400,000 upon the completion of 30% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(ii) \$29,400,000 upon the completion of 60% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(iii) \$19,600,000 upon the completion of 80% of the construction of the Project as certified to the City in a Requisition Form with required supporting documentation; and

(iv) \$19,600,000 upon issuance of Certificate.

4.04 Requisition Form. Developer shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form, in advance of each disbursement described in Section 4.03(c). Developer shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.09 Return of City Funds Upon Refinance, Sale or Transfer. For purposes of this section, the term "Capital Event" shall mean an arms-length sale, transfer, or refinancing of the Project, excluding (i) a refinancing of the construction loan (if any) to a permanent loan as part of the normal course of business, or (ii) a Permitted Transfer. Upon the occurrence of a Capital Event during the Term of the Agreement, the Developer agrees to pay and remit to the City a one-time payment in an amount equal to 15% of the amount by which the Excess Proceeds exceed the sum of (a) the amount needed for Developer to achieve a 25% internal rate of return (as calculated from the Closing Date to the date of the Capital Event) on the Equity (excluding HTC Equity) amount specified in Section 4.01 and (b) the amount paid by Developer to address cost overruns pursuant to Section 4.06. For purposes of calculating the return of City funds provided for above, Excess Proceeds shall be calculated based on a price allocation for the Facility relative to the entire building located at 135 S LaSalle Street, determined by the Developer as follows: (1) If a sale or recapitalization occurs, the allocation will be determined by the buyer; (2) if the buyer does not allocate the price, the allocation will be determined by an investment sales broker, and (3) if the Capital Event is a refinancing, the price allocation will be determined by a capital markets broker.

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

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

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens and evidences the recording of this Agreement, the Junior Mortgage and the Regulatory Agreement pursuant to the provisions of Section 8.18. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's ALTA 9 series endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access, survey, encroachment and damages for mineral production. Developer has provided to DPD, on or before the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

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

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

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

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

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

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

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

5.12 [Intentionally Omitted].

5.13 Environmental. Developer has provided DPD with copies of that certain Phase I Environmental Site Assessment completed with respect to the Property and will provide any

Phase II Environmental Site Assessment with respect to the Property if prepared pursuant to Developer's lender's requirements. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

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

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

5.15 Additional Documents. The Developer must have delivered to the City the Junior Mortgage, Regulatory Agreement, such financing statements as the City may require and, if required by HUD, the HUD Rider to Restrictive Covenants attached as Exhibit C. The City and Developer may agree to have separate Junior Mortgages with respect to each of the Commercial Project and the Residential Project.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

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

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

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

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

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

- (a) Evidence acceptable to DPD that the Total Project Cost equals or exceeds \$237,096,116 (which equals \$241,566,116 minus the Deferred Developer Fee); as described in Section 4.03(b), the City Funds will be reduced on a pro rata basis if the Total Project Cost is less than this amount; and
- (b) Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to \$98,000,000); and
- (c) Receipt of final certificates of occupancy for the Project evidencing that (i) Developer has complied with building permit requirements for the Project (temporary or interim certificates of occupancy are not sufficient), and (ii) the commercial tenants spaces in the Commercial Project are in "white-box" condition ready for tenant improvements; and
- (d) If a Phase II Environmental Site Assessment (ESA) prepared pursuant to Developer's lender's requirements indicates that the site should be enrolled in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP), a No Further Remediation (NFR) letter is required. Evidence of recording of the deed is to be provided; and
- (e) Developer has provided the City's Department of Fleet and Facility Management (2FM) with a comprehensive Hazardous Building Material Survey and abatement plan, if necessary, prior to the commencement of any rehabilitation, renovation, or demolition activities; and
- (f) Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage); and
- (g) Evidence acceptable to DPD that the Project has complied with the Sustainable Development Policy; and
- (h) Evidence acceptable to DPD in the form of an Affordable Requirements Ordinance Letter of Compliance with standards for construction of the Affordable Units and Affirmative Fair Housing Marketing Plan; and
- (i) Evidence that Developer has executed one or more tenant leases, each with a term of at least 5 years, for space comprising in total at least 50% of the Ground Floor Space; and
- (j) Evidence that all unleased spaces in the Commercial Project are being marketed for lease by a broker engaged by Developer; and
- (k) The Developer has received a letter from DOH's Long-term Monitoring and Compliance Division confirming that all Affordable Units are leased, and the 30-year affordability period as described in the 2021 Affordable Requirements Ordinance has started; and
- (l) There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

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

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

Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.06 (Jobs Creation; Operating Covenant), Section 8.19 (Real Estate Provisions), Section 8.20 (Annual Compliance Report), Section 8.26 (Affordable Housing Covenant), and Section 14.02 (Inspection Rights) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that when the Certificate is issued, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property from and after the date of this Agreement shall be made explicitly subject to the covenants listed above that run with the land.

The other executory terms of this Agreement that remain after the Certificate is issued shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities under this Agreement.

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

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

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

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

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

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

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

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

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

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

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

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

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

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

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

(j) before the Certificate is issued, Developer shall not do any of the following without the prior written consent of DPD: (1) sale, be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached to the Property) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5)

enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

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

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

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

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

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

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 (Assignment), and, to the fullest extent permitted by law, agrees to indemnify the

City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement.

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

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

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

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

8.06 Jobs Creation; Operating Covenant.

(a) **Jobs Creation.** Developer estimates that the Project will result in the creation of (i) approximately 172 FTE permanent jobs (the "Permanent Jobs") and (ii) during the construction of the Project, approximately 500 temporary FTE construction jobs (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Throughout the Term of the Agreement, Developer shall submit certified employment reports disclosing the number of Jobs at the Project to DPD and DOH as a part of the Owner's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of Jobs shall not constitute an Event of Default.

(b) **Residential Project.** Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall operate the Affordable Units as described in Section 8.26 and shall operate the remainder of the Residential Project as residential rental housing. The covenants set forth in this Section 8.06(b) shall run with the land and be binding upon any transferee.

(c) Commercial Occupancy Covenant. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall operate the Commercial Project for commercial uses including neighborhood amenities such as a small format grocery store, physical fitness center, medical services, education, cultural, and other complementary uses subject to the applicable requirements of the Chicago Zoning Ordinance.

Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall comply with the following requirements (the "Commercial Occupancy Covenant"):

- (i) Following the issuance of the Certificate and initial occupancy of at least 50% of the Ground Floor Space pursuant to lease terms of not less than 5 years, at least 50% of the Ground Floor Space will remain leased and occupied. In the first Annual Compliance Report submitted after the Certificate is issued, Developer shall demonstrate the achievement of this 50% lease and occupancy requirement.
- (ii) Until Developer enters into one or more leases comprising at least 10% of the rentable square footage of the commercial space located on the lower level of the Commercial Space with terms of not less than 5 years, Developer will use good faith efforts to lease, on a short term basis, the commercial space located on the lower level at below-market rental rates to small businesses, non-profits, community organizations, or governmental organizations based in Chicago.

For purposes of subsections (c)(i) and (ii), occupied subleased space will be counted as occupied space.

The covenants in this Section 8.06(c) shall run with the land for the Term of the Agreement and be binding upon any transferee.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03. Such reports shall be delivered to the City when the Project is 30%, 60%, 80% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, how Developer shall correct any shortfall.

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

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

Section 8.09. Notwithstanding the foregoing, if the Project is subject to the requirements of the Davis-Bacon Act, then (x) pursuant to 820 ILCS 130/11, Section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq.), the prevailing wage requirements ascertained by the Department shall not apply to the Project, and (y) Developer shall comply with the Davis-Bacon Act with respect to the Project.

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

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

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

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

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

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

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

(i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted

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

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

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

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

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

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

(a) Governmental Charges.

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

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

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

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

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

(c) Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, without the consent of the City, directly or indirectly, initiate, seek or apply for any real estate tax incentive established under the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time; provided, however, that the foregoing shall not apply to the Developer's applications for the Cook County Class L Property Tax Incentive Program for the Property and the Cook County Affordable Housing Special Assessment Program for the Residential Property.

(d) Notification to the Cook County Assessor of Change in Use or Ownership. If required under 35 ILCS 200/15-20 due to a change in use or ownership of the Property, within 90 days

after the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor of such change in use or ownership. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

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

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

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

8.23 FOIA and Local Records Act Compliance.

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

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

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

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

8.25 Increment and Rate of Return Reporting. As required by 65 ILCS 5/11-74.4-5(d), Developer agrees to report (a) the amount of Incremental Taxes projected to be created by the Project at the Closing Date, (b) the amount of Incremental Taxes created by the Project through the end of the previous calendar year, using the same assumptions used for the projections described in item (a), and (c) the Project's stated rate of return identified by the Developer to the City, which shall be independently verified by a third party chosen by the City.

8.26 Affordable Housing Covenant.

(a) Developer agrees and covenants to the City that:

(i) if the Regulatory Agreement remains in effect, Developer shall be obligated to provide affordable housing in the Residential Project as described in the Regulatory Agreement; and

(ii) if the Regulatory Agreement is terminated or released, including without limitation due to foreclosure by a lender providing Lender Financing, then Developer shall be obligated to provide affordable housing in the Residential Project as described in Section 8.26(b) from the date the Regulatory Agreement is terminated or released through the remaining Term of the Agreement.

(b) The Residential Project shall be operated and maintained solely as residential rental housing with certain residential amenities and community space.

At least 7 of the Affordable Units (including at least 4 studio, 1 one-bedroom and 2 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 40% AMI Families.

At least 31 of the Affordable Units (including at least 18 studio, 9 one-bedroom and 4 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 50% AMI Families.

At least 55 of the Affordable Units (including at least 32 studio, 15 one-bedroom and 8 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 60% AMI Families.

At least 23 of the Affordable Units (including at least 14 studio, 6 one-bedroom and 3 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 80% AMI Families.

The Affordable 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.

As used in this Section 8.26, the following terms have the following meanings:

"Family" shall mean one or more individuals, whether or not related by blood or marriage.

"40% AMI Families" shall mean Families whose annual income does not exceed forty percent (40%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"50% AMI Families" shall mean Families whose annual income does not exceed fifty percent (50%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"60% AMI Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"80% AMI 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 HUD, and thereafter such income limits shall apply to this definition.

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

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

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Before starting the Project, Developer shall be required to meet with the City's monitoring staff with regard to Developer's compliance with its obligations under this Section 10.03. The General Contractor and all major subcontractors shall be required to attend this pre-construction meeting. During said meeting, Developer shall demonstrate to the City's monitoring staff its plan to achieve its obligations under this Section 10.03, the sufficiency of which shall be approved by the City's monitoring staff. During the Project, Developer shall submit the documentation required by this Section 10.03 to the City's monitoring staff, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE

contractor associations have been informed of the Project via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that Developer is not complying with its obligations under this Section 10.03, shall, upon the delivery of written notice to Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

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.

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

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

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

Any Hazardous Building Materials that will be impacted by renovation or demolition activities, or are in poor or unstable condition, must be properly abated. A report documenting the Hazardous Building Material Survey results and an abatement plan shall be submitted to the City for review prior to beginning any renovation, demolition, or abatement work. Please note

that abatement does not necessarily require removal and disposal of materials. Alternative methods to stabilize or prevent access to materials may be utilized if appropriate.

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

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

The Phase I ESA did not identify any Recognized Environmental Conditions ("RECs"). The Phase I ESA did identify one Controlled REC: a Leaking Underground Storage Tank ("LUST") No Further Remediation ("NFR") Letter was issued in 1997 for twelve (12) Heating Oil underground storage tanks ("UST") contained in a vault beneath the sub-subbasement, all of which were abandoned in place in 1996 using concrete slurry.

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

No City funding may be used to import bio-solids or bio-solids-based products to the Property from a wastewater treatment facility or other source.

If the Developer's lender's requirements necessitate a Phase II ESA to ascertain the presence of any environmental impacts, the Developer shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property, including, without limitation, updating or expanding the Phase I ESA and performing initial or additional Phase II testing.

The City shall have the right to review and approve the scope of work prior to such Phase II ESA being conducted. The Phase II ESA must be approved by the City.

If contamination is noted above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then the Developer must enroll the Property (or any portion thereof) in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"), unless the City determines that it is not necessary to enroll the Property in the SRP.

If the Developer enrolls (or is required to enroll) the Property (or any portion thereof) in the SRP, the Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for the Property.

Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and

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

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

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

The Developer must abide by the terms and conditions of the LUST NFR letter required by 2FM and the Final Comprehensive Residential NFR Letter, if applicable.

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.

SECTION 12. INSURANCE

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

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide 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.

(ii) 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 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. 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 Developer'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 Developer'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. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) All Risk Property

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

(iv) 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.

(v) Blanket Crime (when applicable)

When applicable, 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 Developer at any given time under this Agreement.

(b) Construction. Before the construction of any portion of the Project, Developer 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:

(i) Workers Compensation and Employers 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.

(ii) 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 the

insured party 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 the insured party. 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 the insured party'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 of the insured party's acts or omissions, whether such liability is attributable to the insured party 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. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) 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.

(iv) Railroad Protective Liability

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, Developer shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer or any insured party 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.

(v) Builders Risk (when applicable)

When any construction, including improvements, betterments, and/or repairs to real property, is undertaken, 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 is to be named as an additional insured and loss payee.

(vi) 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 this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications, 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.

(viii) Pollution Liability (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 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 this 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 the insured party's acts or omissions, whether such liability is attributable to the insured party 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 party 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. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(xi) 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.

(x) Installation Floater (when applicable)

When any construction is undertaken, but there is no real property construction taking place, 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 is to be named as an additional insured and loss payee.

(xi) Marine Protection & Indemnity (when applicable)

When Developer undertakes any marine operation in connection with this Agreement, 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 is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property

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

(d) Other Requirements:

Evidence of Insurance. Developer must furnish the City certificates of insurance and additional insured endorsement, or other evidence of insurance (the "Certificate of Insurance" or "COI"), 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 this Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of this 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 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. Developer must advise all insurers of this Agreement's 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 this 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 Developer's liability or responsibility nor does it relieve Developer of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or this Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. 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 Developer.

Waiver of Subrogation. 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 Developer's insurer(s).

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

No Limitation as to Developer's Liabilities. The coverages and limits furnished by the Developer in no way limit the Developer's liabilities and responsibilities specified within this 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 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 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 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 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 Developer. If Developer desires additional coverages, the Developer will be responsible for the acquisition and cost.

Insurance required of Contractor and Subcontractors. Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement. The Developer is responsible for ensuring that each Contractor and Subcontractor has named the City as an additional insured where required, as well as specifically naming the City 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 subsection (d), Other Requirements. When requested by the City, the Developer must provide to the City Certificate 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 Developer's liability or responsibility.

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

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

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

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

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

(i) the dissolution of Developer;

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

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

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

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

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

If an Event of Default occurs that is limited solely to the Commercial Project, then that Event of Default shall not constitute an Event of Default with respect to the Residential Project, and viceversa. By way of example and not in limitation, an Event of Default under the Commercial Occupancy Covenant would be limited solely to the Commercial Project, and an Event of Default under the affordable housing covenants described in Section 8.06(b) and Section 8.26 would be limited solely to the Residential Project.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, and/or seek reimbursement of any City Funds paid, as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, foreclosure of the Junior Mortgage, injunctive relief or the specific performance of the agreements contained in this Agreement or under the Junior Mortgage. The following limitation shall apply if the City exercises its remedies under a Junior Mortgage: if an Event of Default occurs that is limited solely to either the Commercial Project or the Residential Project, then for that Event of Default, the City shall pursue its remedies under the Junior Mortgage on the Project to which the Event of Default is limited.

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

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

Upon the occurrence of an Event of Default under the Commercial Occupancy Covenant, the amount of City Funds the Developer would be required to reimburse the City shall be limited to \$400 times the number of rentable square feet that are vacant on the ground level of the Commercial Project. For example, if 10,000 square feet were vacant, then the maximum amount of City Funds the Developer would be required to reimburse the City would be \$4,000,000.

Notwithstanding any other provisions of this Agreement to the contrary: (i) each of the 135 LaSalle NFP and Field shall be jointly and severally liable for the obligations of the other under this Agreement; and (ii) upon the occurrence of any Event of Default, the City may exercise its remedies (including without limitation pursuant to Section 7.03 or this Section 15.02, and at law or in equity) against 135 LaSalle NFP and Field.

15.03 Curative 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. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has started to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. **Notwithstanding anything in this Agreement to the contrary, the only cure period for an Event of Default under the Commercial Occupancy Covenant is described in Section 15.03(b).**

(b) If an Event of Default under the Commercial Occupancy Covenant occurs, Developer shall be entitled to two non-consecutive one-year cure periods (each being a "Commercial Cure Period") during the Term of the Agreement. In order to rely on a Commercial Cure Period, Developer shall provide irrevocable written notice accompanying the Annual Compliance Report. If Developer does not provide this written notice, Developer shall not be entitled to rely on the Commercial Cure Period and will not have an opportunity to cure the default. There shall be no Commercial Cure Period with respect to any other event of default pursuant to Section 15.01 other than the cure rights set forth in Section 15.03(a). During a Commercial Cure Period, the City will not be required to make a payment of City Funds. If Developer cures a default within a Commercial Cure Period, then the Term of the Agreement with respect to the Commercial Project shall be extended by one year. If two defaults have occurred under the Commercial Occupancy Covenant and each has been cured, then any subsequent default under the Commercial Occupancy Covenant shall constitute an Event of Default without notice or opportunity to cure.

15.04 Additional Notice and Cure Rights. 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 Investor Member and each of the lenders providing Lender Financing at the addresses in Section 17, and Investor Member 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 Investor Member 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 Property or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." The City and Developer agree as follows:

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

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

Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Throughout the Term of the Agreement, 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.

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: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: Field Building Revitalization Partners LLC c/o Riverside Investment and Development Company 150 N Riverside Plaza Chicago, IL 60606 Attention: John O'Donnell And TO: Downtown Chicago Neighborhood Council NFP _____ _____ _____ Attention:
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: AmTrust 135 Revitalization LLC 250 Broadway, Suite 3001 New York, NY 10007 Attention: Robert Karfunkel and Bernard Karfunkel DL3 Realty, L.P. 77 W Washington St. Suite 405 Chicago, IL 60602 Attention: Leon I. Walker Lender: _____ _____ _____

	Attention: _____
	Investor Member

	Attention: _____

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

SECTION 18. MISCELLANEOUS

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

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

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

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

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with

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

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

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

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

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

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

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

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

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

18.14 Assignment. Developer may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all

remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

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

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

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

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

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

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

9/25/2025

REPORTS OF COMMITTEES

31501

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.

FIELD BUILDING REVITALIZATION PARTNERS LLC

By: _____

Name: _____

Its: _____

DOWNTOWN CHICAGO NEIGHBORHOOD COUNCIL NFP

By: _____

Name: _____

Its: _____

CITY OF CHICAGO

By: _____

Commissioner 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 Field Building Revitalization Partners LLC, a Delaware limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by Developer, as the Representative's free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

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

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 _____ (the "Representative"), personally known to me to be the [TITLE] of [NAME OF NFP ENTITY], 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 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 _____, ____.

Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the 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 ____th day of _____, ____.

Notary Public

My Commission Expires_____

[(Sub)Exhibit "A-1" referred to in this 135 South LaSalle Street Redevelopment Agreement with Field building Revitalization Partners LLC constitutes Exhibit "B" to ordinance and printed on page 31444 of this *Journal*.]

(Sub)Exhibits "A-2", "A-3", "B" and "C" referred to in this 135 South LaSalle Street Redevelopment Agreement with Field Building Revitalization Partners LLC read as follows:

(Sub)Exhibit "A-2".
(To 135 South LaSalle Street Redevelopment Agreement)

Legal Description Of Commercial Property.

[Not Attached For City Council Introduction]

[Subject to survey and title insurance]

Property Address:

Property Identification Numbers ("PINs"):

Legal Description:

(Sub)Exhibit "A-3".
(To 135 South LaSalle Street Redevelopment Agreement)

Legal Description Of Residential Property.

[Not Attached For City Council Introduction]

[Subject to survey and title insurance]

Property Address:

Property Identification Numbers ("PINs"):

Legal Description:

(Sub)Exhibit "B".
(To 135 South LaSalle Street Redevelopment Agreement)

Project Budget (Project Budget, MBE/WBE Budget And TIF-Funded Improvements)⁽¹⁾

(Attached)

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

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

Project Budget

Uses	Amount
Land Cost	\$ 25,000,000
Carrying Costs	1,358,352
Net Construction Costs	146,779,413
Contingency	19,630,260
Sidewalk	3,013,923
Other Infrastructure	3,367,089
Land Remediation	566,835
Construction	13,979,750
Architect -- Design	4,977,805
Engineering Fees	967,070
Legal -- Organizational	341,866
Other Professional Fees	1,247,038
Application Fees	1,451,525
Construction Points	441,313
Construction Interest	2,538,686
Other Lender Fees	654,021
Liability Insurance	566,835
Real Estate Taxes	2,160,210
Negative Operations	151,766

Uses	Amount
Developer Fee	\$ 5,990,604
Deferred Developer Fee	4,470,000
Other Reserves	1,911,755
Grand Total Dev Costs:	\$241,566,116

TIF-Funded Improvements

Category	Project Budget	Percent TIF Eligible	TIF Eligible Cost
Rehabilitation	\$146,799,413	100 percent	\$146,799,413
Total:			\$146,799,413

MBE/WBE Budget

	Total
Project MBE/WBE Total Budgets	\$146,799,413
Project MBE Total at 26%*	38,167,847
Project WBE Total at 6%*	8,807,964

(Sub)Exhibit "C".
(To 135 South LaSalle Street Redevelopment Agreement)

HUD Rider To Restrictive Covenants.

[Not Attached For Introduction]

* These amounts are based on the rehabilitation cost of \$146,799,413. Should this amount increase, the MBE and WBE amounts will increase accordingly.

REVISED REDEVELOPMENT AGREEMENT WITH STEEP THEATRE CORPORATION TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS TO STEEP THEATRE AT 5300 -- 5318 N. KENMORE AVE.

[O2025-0018748]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance approving the execution of a redevelopment agreement and issuance of Tax Increment Financing (TIF) funds to Steep Theatre Company for renovation and construction of a new theater venue and community space at 5300 -- 5318 North Kenmore Avenue (48th Ward) (O2025-0018748), in an amount not to exceed \$3,868,535 TIF, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on September 15, 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, 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 -- 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 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 through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, Pursuant to ordinances (collectively, the "TIF Adoption Ordinances") adopted on November 7, 2007 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date, the City Council: (i) approved a redevelopment plan and project (the "Redevelopment Plan") for the Hollywood/Sheridan Redevelopment Project Area ("TIF Area"); (ii) designated the TIF Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the TIF Area; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago on June 21, 2023, published on pages 673 through 682 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date ("Ordinance"), the City was authorized to enter into a Redevelopment Agreement with Steep Theatre Company, an Illinois not for profit corporation ("Grantee"), to make a grant of funds in an amount not to exceed \$2,988,535 for the development of a new theater venue, community gathering space, and headquarters for the company (the "Project"); and

WHEREAS, Subsequent to the passage of the Ordinance, project site and design issues as well as an increase in project costs has delayed progress and necessitated substantive revisions to the Ordinance and an additional grant of funds in the amount of \$880,000 for a total amount not to exceed \$3,868,535; now, therefore,

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

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

SECTION 2. The Ordinance is hereby amended by replacing Exhibit A thereof (the, Original Exhibit A -- Conditional Commitment Letter) in its entirety with the attached revised Exhibit A.

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 upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Steep Theatre Company Redevelopment Agreement.
(Chicago Recovery Plan Medium Community Development Grant)

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

TABLE OF CONTENTS

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

PROJECT INFORMATION

Term	Definition												
Certificate Deadline	/ /2027												
City Grant	\$3,868,535												
Closing Date	/ /2025												
Commencement Date	/ /2025												
Completion Date	/ /2027												
Developer	Steep Theatre Company, an Illinois not for profit corporation												
Estimated Project Cost	\$6,312,004												
Funding Sources	<table border="1"> <thead> <tr> <th>Funding Source</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>Equity</td><td>\$455,000</td></tr> <tr> <td>Lender Financing</td><td>\$1,200,000</td></tr> <tr> <td>Charitable Donations</td><td>\$788,469</td></tr> <tr> <td>City Grant</td><td>\$3,868,535</td></tr> <tr> <td>TOTAL</td><td>\$6,312,004</td></tr> </tbody> </table>	Funding Source	Amount	Equity	\$455,000	Lender Financing	\$1,200,000	Charitable Donations	\$788,469	City Grant	\$3,868,535	TOTAL	\$6,312,004
Funding Source	Amount												
Equity	\$455,000												
Lender Financing	\$1,200,000												
Charitable Donations	\$788,469												
City Grant	\$3,868,535												
TOTAL	\$6,312,004												
Notice Addresses	<u>If to the Developer:</u> Steep Theatre Company 5320 North Wayne Avenue Chicago, Illinois 60640 <u>Attention:</u> Peter Moore with a copy to Latham and Watkins, LLP 330 North Wabash Avenue, Suite 2800, Chicago, Illinois 60611 <u>Attention:</u> Dustin Paige and Molly Nelson <u>If to the City:</u> City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 <u>Attention:</u> Commissioner with a copy to												

	City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> Finance and Economic Development Division
Permitted Liens	[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, if any, issued in conjunction therewith on the Closing Date continue to remain in full force and effect
Ordinance Date	
Project	Developer is redeveloping a building generally located at 5300-5318 North Kenmore Avenue as legally described on Exhibit A, to create a new theater venue, community gathering space, and headquarters for the company.
Redevelopment Plan	The redevelopment plan and project for the TIF Area as approved and adopted by the City Council
TIF Area	Hollywood/Sheridan Redevelopment Project Area
Title Company	Chicago Title and Trust
Trade Names	N/A

Signature page to Redevelopment Agreement

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

STEEP THEATRE COMPANY, an Illinois not for profit corporation

By: _____
Name:
Title:

CITY OF CHICAGO

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

9/25/2025

REPORTS OF COMMITTEES

31511

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

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

D. TIF Area. The Project is located in the TIF Area. Under ordinances (collectively, the "TIF Adoption Ordinances") adopted on November 7, 2007 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.

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

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

SECTION 2. DEFINITIONS

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

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

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

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

"City Council" is defined in the Recitals.

"City Funds" is defined in the Recitals.

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

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

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

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

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

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

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

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

"Event of Default" is defined in Section 11.

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

"IEPA" means the Illinois Environmental Protection Agency.

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

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

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

"MBE/WBE Budget" means the budget attached hereto as Exhibit B.

"MBE/WBE Program" is defined in Exhibit F.

"Municipal Code" is defined in the Recitals.

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

"Occupancy Covenant" is defined in Section 7.05.

"Operations Covenant" is defined in Section 7.04.

"Project Budget" means the budget attached hereto as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 4.02.

"Property" means the real property described on Exhibit A.

"Redevelopment Plan" is defined in the Recitals.

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

"Requisition Form" means the document, in the form attached hereto as Exhibit D, to be delivered by Developer to DPD pursuant to Section 4.06.

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

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

"Survey" means a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal

Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" means the Chicago Sustainable Development Policy for the Project in effect as of the date of Developer's initial application for the City Grant.

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

"TIF Act" is defined in the Recitals.

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

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

"TIF Adoption Ordinances" is defined in the Recitals.

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

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

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

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

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

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

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

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

to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

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

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

SECTION 4. CITY GRANT

4.01 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

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

4.03 Distribution of City Grant.

Escrow Agreement alternative: If the Developer has elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.01 and Section 4.02, the City shall disburse the City Grant in installments as described in the Escrow Agreement.

No Escrow Agreement alternative: If the Developer has not elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.01 and Section 4.02, the City shall pay 100% of the City Grant at the issuance of the Certificate.

4.04 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of the City Grant as described in Section 4.03, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

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

4.06 Cost Overruns. If the aggregate cost of TIF-Funded Improvements exceeds the City Grant funds available pursuant to Section 4.01, or if the cost of completing the Project exceeds the Estimated Project Cost, Developer shall be solely responsible for such excess cost and shall hold the City harmless from any and all costs and expenses of completing the Project.

4.07 Conditional Grant. The City Grant being provided hereunder is being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02. The City Grant will be paid only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such grant.

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

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

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

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

Clerk of Circuit Court, Cook County Pending suits and judgments

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

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

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

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

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

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

SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION

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

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

The Developer acknowledges and understands that the City will not issue the Certificate and pay out, as applicable, (a) the City Grant (if the Developer has not elected to receive the City Grant via an Escrow Agreement), or (b) the final installment of the City Grant (if the Developer has elected to receive the City Grant via an Escrow Agreement), until the following conditions have been met:

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

6.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have the right to terminate this Agreement. If this occurs, no City Grant funds will be paid to the Developer.

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

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

SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

7.01 General. Developer represents, warrants and covenants, as of the Closing Date and as of the date of each disbursement of the City Grant hereunder that:

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

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

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

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

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

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

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

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

(i) Developer shall not do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

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

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

7.03 Use of City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for TIF-Funded Improvements as provided in this Agreement.

7.04 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain its operations at the Project (the "Operations Covenant"). The Operations Covenant shall run with the land and be binding upon any transferee.

7.05 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain that the entire Project shall remain occupied, and otherwise open for business (the "Occupancy Covenant"). The Occupancy Covenant shall run with the land and be binding upon any transferee.

7.06 Jobs Reporting Requirement. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to report to DPD information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

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

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

7.09 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the TIF program, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or

control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the TIF Area.

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

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

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

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

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

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

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

7.17 Governmental Charges.

(a) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental

Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

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

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

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

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

7.19 FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer receives a request from the City to produce records within the scope of FOIA, then the Developer

covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

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

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

SECTION 8. MAINTAINING RECORDS AND RIGHT TO INSPECT

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

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

SECTION 9. ENVIRONMENTAL MATTERS

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

SECTION 10. INDEMNIFICATION

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

SECTION 11. DEFAULT AND REMEDIES

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

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

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

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

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

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer

establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement; or

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

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

11.03 Cure Period. In the event Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant; 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 Closing Date with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

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

SECTION 13. GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

13.12 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein).

Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

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

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

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

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

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

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

Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

(Sub)Exhibits "A", "B", "C", "D", "E", "F" and "G" referred to in this Steep Theatre Company Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Steep Theatre Company Redevelopment Agreement)

Legal Description Of Property.

Legal Description:

Lots 3, 4 and 5 in the subdivision of Lots 11 and 12 in Block 8 in John Lewis Cochran's Subdivision and Lot Jo in Block 8 in John Lewis Cochran's Subdivision of the west half of the northeast quarter of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

5300 -- 5318 North Kenmore Avenue
Chicago, Illinois 60640.

Property Identification Numbers ("PINs"):

14-08-208-026-0000;

14-08-208-029-0000;

14-08-208-030-0000;

14-08-208-031-0000; and

14-08-208-039-0000.

(Sub)Exhibit "B".
(To Steep Theatre Company Redevelopment Agreement)

Project Budget.
(Page 1 of 2)

	<u>Project Budget</u>	<u>MBE/WBE Budget</u>	<u>TIF-Funded Improvements</u>
Acquisition	\$ 1,800,675		\$ 1,800,675
Hard Costs			
Site Preparation/Excavation	\$ 125,515	\$ 125,515	\$ 125,515
Site Utilities Related Excavation	\$ 59,925	\$ 59,925	\$ 59,925
Building Construction	\$ -	\$ -	\$ -
Plumbing/FP	\$ 185,140	\$ 185,140	\$ 185,140
Electrical	\$ 466,460	\$ 466,460	\$ 466,460
HVAC	\$ 385,000	\$ 385,000	\$ 385,000
Masonry	\$ 242,000	\$ 242,000	\$ 242,000
Elevator	\$ -	\$ -	\$ -
Drywall	\$ 326,800	\$ 326,800	\$ 326,800
Concrete	\$ 117,045	\$ 117,045	\$ 117,045
Carpentry	\$ 84,286	\$ 84,286	\$ 84,286
Steel Truss Package	\$ 139,820	\$ 139,820	\$ 139,820
Insulation	\$ 16,150	\$ 16,150	\$ 16,150
Roofing	\$ 128,600	\$ 128,600	\$ 128,600
Acoustic Ceilings	\$ 28,750	\$ 28,750	\$ 28,750
Painting	\$ 37,170	\$ 37,170	\$ 37,170
Structural Iron	\$ -	\$ -	\$ -
Interior Doors	\$ 68,209	\$ 68,209	\$ 68,209
Flooring	\$ 14,400	\$ 14,400	\$ 14,400
Windows	\$ 109,270	\$ 109,270	\$ 109,270
Demolition	\$ 125,900	\$ 125,900	\$ 125,900
Polished Concrete	\$ 9,000	\$ 9,000	\$ 9,000
Tile	\$ 29,405	\$ 29,405	\$ 29,405
Div 10	\$ 6,700	\$ 6,700	\$ 6,700
Signage	\$ 13,500	\$ 13,500	\$ 13,500
Paving/Surfacing	\$ 20,513	\$ 20,513	\$ 20,513
Landscaping (Fences)	\$ 65,170	\$ 65,170	\$ 65,170
General Contractor fees	\$ 152,476	\$ 152,476	\$ 152,476
Other FF&E	\$ 129,500	\$ -	\$ -
General Conditions	\$ 557,480	\$ 557,480	\$ 557,480
CM Fee	\$ -	\$ -	\$ -
Hard Cost Contingency	\$ 131,801	\$ -	\$ -
Total Hard Costs	\$ 3,775,986	\$ 3,514,685	\$ 3,514,685
Soft Costs/Fees			
Architecture & Engineering	\$ 679,397	\$ -	\$ -
Environmental Remediation	\$ 30,145	\$ -	\$ -

(Sub)Exhibit "B".
(To Steep Theatre Company Redevelopment Agreement)

Project Budget.
(Page 2 of 2)

Soft Costs/Fees

Architecture & Engineering	\$ 679,397	\$ -	\$ -
Environmental Remediation	\$ 30,145	\$ -	\$ -
Bridge Loan Interest	\$ -	\$ -	\$ -
Construction Interest	\$ -	\$ -	\$ -
Permits	\$ 3,613	\$ -	\$ -
Other Soft Costs	\$ 22,188	\$ -	\$ -
Total Soft Costs	\$ 735,343	\$ -	\$ -

TOTAL

\$ 6,312,004	\$ 3,514,685	\$ 5,315,360

MBE 26% \$ 913,818

WBE 6% \$ 210,881

(Sub)Exhibit "C".
(To Steep Theatre Company Redevelopment Agreement)

Insurance Requirements.

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

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

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

Commercial General Liability Insurance (Primary And Umbrella).

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

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

Workers' Compensation And Employer's Liability.

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

Automobile Liability (Primary And Umbrella).

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

(Sub)Exhibit "D".
(To Steep Theatre Company 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. TIF-Funded Improvements for the Project, in the amount of \$_____, have been made.

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

\$_____

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

\$_____

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

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

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

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

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement. The City shall have the right, in its discretion, to require Developer to

submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer.

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this ____ day
of _____, 20 ____.

Notary Public

My commission expires: _____

(Sub)Exhibit "E".
(To Steep Theatre Company Redevelopment Agreement)

Annual Compliance Report.

[Project Name] Redevelopment Agreement.

Dated As Of [Insert Date].

[Insert Year] Annual Compliance Report.

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), Steep Theatre Company ("Developer") is committed to providing an annual compliance report.

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

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

- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.04 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 7.05) -- Pursuant to Section 7.05 of the RDA, the Project is required to have one hundred percent (100%) of the Project remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Reporting Requirement (Section 7.06).
- Delivery of Financial Statements and unaudited financial statements (Section 7.11).
- Delivery of updated insurance certificate (Section 7.12).
- Provide evidence of payment of Non-Governmental Charges (Section 7.16).
- Compliance with all executory provisions of the RDA.

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

- The Project is in operation.
- The Property is [Insert Percentage] occupied.

(c) Attach evidence of such compliance or noncompliance.

(d) Provide a report stating the number of jobs, if any, created as a result of the Project for this reporting period.

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

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

Attachments.

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

Steep Theatre Company

[Insert Date]

(Sub)Exhibit "F".
(To Steep Theatre Company Redevelopment Agreement)

Construction Compliance.

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (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 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 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.

(Sub)Exhibit "G".

(To Steep Theatre Company Redevelopment Agreement)

Escrow Agreement, If Applicable.

(Not Attached For City Council)

REDEVELOPMENT AGREEMENT WITH 105 ADAMS DEVELOPMENT LLC
TO PROVIDE TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR
IMPROVEMENTS AT CLARK ADAMS BUILDING AT 105 W. ADAMS ST.

[SO2025-0018754]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance approving the execution of a redevelopment agreement and issuance of Tax Increment Financing (TIF) funds to 105 Adams Development LLC for improvements at the Clark Adams Building located at 105 West Adams Street (34th Ward) (SO2025-0018754), in an amount not to exceed \$67,500,000 (TIF), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on September 15, 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, 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 -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, 105 Adams Development LLC, an Illinois limited liability company (the "Developer"), has submitted a proposal to the Department of Housing ("DOH") to redevelop certain real property located at 105 West Adams Street, Chicago, Illinois 60603 (as legally described in Exhibit B, the "Property"). The project will include the redevelopment of approximately 400 residential units, of which 121 units (30 percent) will be rental units affordable to moderate- to low-income families (the "Affordable Units"), amenities such as a grocery store, restaurant, or other commercial uses allowable under existing zoning, bicycle parking, and residential access to both indoor and outdoor amenities on floor twenty-four (the "Project"); and

WHEREAS Pursuant to an ordinance adopted by the City Council on November 15, 2006 and published at pages 92019 -- 92099 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project, as amended (the "Plan") for the LaSalle Central Redevelopment Project Area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 15, 2006 and published at pages 92100 -- 92107 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on November 15, 2006 and published at pages 92108 -- 92114 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Project Costs (as defined in the Act) incurred pursuant to the Plan (as amended from time to time, the "TIF Ordinance"); and

WHEREAS, The Property is located in the Area; and

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

WHEREAS, Developer will be obligated to undertake the Project in accordance with the terms and conditions of a proposed redevelopment agreement to be executed by the Developer and the City, with the Project to be financed in part by 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 ("Incremental Taxes"); now, therefore,

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

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

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

SECTION 3. Upon the approval and availability of the Additional Financing as shown on Exhibit A hereto, the Commissioner of the Department of Planning and Development ("DPD") or a designee or successor thereof (the "Authorized DPD Officer") are each hereby authorized, with the approval of the City's corporation counsel (the "Corporation Counsel") as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in connection with payment of the Redevelopment Project Costs with the tax increment financing ("TIF") funds, substantially in the form attached hereto as Exhibit C and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement, with such execution to constitute conclusive evidence of the Authorized DPD Officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 4. The City Council hereby finds that the City is authorized to pay an aggregate amount equal to \$67,500,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account"), to the Developer to finance a portion of costs included within the Project and eligible under the Act. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 4.

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

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

SECTION 7. The Project (as described on Exhibit A hereto) shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago (the Municipal Code). Section 5-11-110 of the Municipal Code does not apply to the Project.

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

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

Exhibit "A".
(To Ordinance)

Additional Financing Terms.

Project: Acquisition and redevelopment of an existing building located at 105 West Adams Street, Chicago, Illinois, to contain approximately 400 residential units, of which 121 units will be affordable to moderate- to low-income families, a grocery store, restaurant, or other commercial uses allowable under existing zoning, bicycle parking, and residential access to both indoor and outdoor amenities on floor twenty-four.

Grant: Source: Tax Increment Financing.
Amount: Not to exceed \$67,500,0000.

Additional Financing:

1. Construction And Permanent Loan.

Amount: Approximately \$76,908,381.

Source: Such source acceptable to Authorized DPD Officer.

Interest Rate: Such interest rate acceptable to Authorized DPD Officer.

Term: Such term acceptable to Authorized DPD Officer.

Security: Such security acceptable to Authorized DPD Officer.

2. Equity.

Amount: Approximately \$15,337,547 or such other amount acceptable to the Authorized DPD Officer.

Source: Developer.

3. Historic Tax Credit.

Proceeds: Approximately \$23,765,164.

Source: To be derived from the syndication of federal Historic Tax Credits.

Exhibit "B".
(To Ordinance)

Legal Description Of Project Property.

[Subject To Survey And Title Insurance.]

Parcel 1.

Office Sub-Basement:

Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +0.33 Chicago City Datum and lying within its horizontal boundaries projected vertically, in Cook County, Illinois.

Basement.

Office 1:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +13.59 Chicago City Datum, lying above a horizontal plane having an elevation of +0.33 Chicago City Datum, and lying within its horizontal boundaries projected vertically, described as follows: beginning at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1 through 7, a distance of 190.23 feet to the southeast corner of Lot 7; thence south 89 degrees, 57 minutes, 48 seconds west along the south line of Lot 7 aforesaid, 65.79 feet; thence north 0 degree, 13 minutes, 43 seconds west, 18.42 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 10.12 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 5.02 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 2.17 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 1.40 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 5.10 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 1.50 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 1.47 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 9.39 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 4.97 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 2.85 feet; thence north 89 degrees, 46 minutes, 17 seconds east,

2.99 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 16.55 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 0.54 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 3.22 feet; thence south 89 degrees, 46 minutes, 17 seconds west, 28.44 feet; thence south 47 degrees, 54 minutes, 13 seconds west, 5.16 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 1.88 feet; thence south 89 degrees, 46 minutes, 17 seconds west, 16.37 feet; south 00 degrees, 13 minutes, 43 seconds east, 0.20 foot; thence south 89 degrees, 46 minutes, 17 seconds west, 19.09 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 34.15 feet to the south line of Lot 7; thence south 89 degrees, 57 minutes, 48 seconds west along the south line of Lot 7, 19.19 feet to the southwest corner of said Lot 7; thence north 00 degrees, 14 minutes, 52 seconds west along the west line of Lots 4 through 7 aforesaid, 92.87 feet; north 89 degrees, 46 minutes, 17 seconds east, 1.84 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 4.47 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 898 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 6.10 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 3.84 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 1.39 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 24.38 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 16.70 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 2.23 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 5.88 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 8.83 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 12.97 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 8.95 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 3.61 feet; thence north 89 degrees, 46 minutes, 17 seconds east, 24.42 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 27.57 feet; thence south 89 degrees, 46 minutes, 17 seconds west, 2.12 feet; thence north 00 degrees, 13 minutes, 43 seconds west, 63.31 feet to the north line of Lot 1; thence north 90 degrees, 00 minutes, 00 seconds east along the north line of Lot 1 aforesaid, 43.93 feet to the point of beginning, in Cook County, Illinois.

Lobby.

Office 2:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +26.87 Chicago City Datum, and lying above a horizontal plane having an elevation of +13.59 Chicago City Datum, and lying within its horizontal boundaries projected vertically, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1 through 4 aforesaid, 97.32 feet to the point of beginning; thence south 89 degrees, 57 minutes, 48 seconds west, 20.64 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 7.99 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 20.91 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 17.01 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 8.13 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 24.17 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 17.03 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 6.57 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 36.51 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 8.36 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 21.87 feet to the west line of said Lot 7; thence north 00 degrees, 14 minutes, 52 seconds west along the west line of Lots 4 through 7 aforesaid, 64.92 feet;

thence north 89 degrees, 57 minutes, 48 seconds east, 4.57 feet; thence south 00 degrees, 13 minutes, 43 seconds east, 1.23 feet; thence north 89 degrees, 57 minutes, 48 seconds east, 31.20 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 0.73 feet; thence north 89 degrees, 57 minutes, 48 seconds east, 5.07 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 36.01 feet; thence south 89 degrees, 56 minutes, 37 seconds east, 28.87 feet; thence north 0 degree, 02 minutes, 12 seconds west, 4.89 feet; thence south 89 degrees, 56 minutes, 37 seconds east, 4.82 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 1.89 feet; thence north 89 degrees, 57 minutes, 48 seconds east, 7.27 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 19.76 feet; thence north 89 degrees, 57 minutes, 48 seconds east, 22.50 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 7.71 feet; thence north 89 degrees, 57 minutes, 48 seconds east, 20.97 feet to the east line of Lot 4; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lot 4, 15.59 feet to the point of beginning, in Cook County, Illinois.

Retail 1:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +26.87 Chicago City Datum, and lying above a horizontal plane having an elevation of +13.59 Chicago City Datum, and lying within its horizontal boundaries projected vertically, described as follows: beginning at the northeast corner of Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2, 3 and 4 aforesaid, 81.73 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 20.97 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 7.71 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 22.50 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 23.36 feet; thence north 89 degrees, 57 minutes, 48 seconds east, 12.46 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 50.68 feet to the north line of Lot 1; thence north 90 degrees, 00 minutes, 00 seconds east along 7HL north line of Lot 1 aforesaid, 30.70 feet to the point of beginning, in Cook County, Illinois.

Retail 2:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +26.87 Chicago City Datum, and lying above a horizontal plane having an elevation of +13.59 Chicago City Datum, and lying within its horizontal boundaries projected vertically, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1 through 4 aforesaid, 97.32 feet to the point of beginning; thence south 89 degrees, 57 minutes, 48 seconds west, 20.64 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 7.99 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 20.91 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 17.01 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 8.13 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 24.17 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 17.03 feet; thence south 00 degrees, 02 minutes, 12 seconds east,

0.57 feet; thence south 89 degrees, 57 minutes, 48 seconds west 36.51 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 8.36 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 21.87 feet to the west line of Lot 7; thence south 00 degrees, 14 minutes, 52 seconds east along the west line of Lot 7 aforesaid, 28.82 feet to the southwest corner of Lot 7; thence north 89 degrees, 57 minutes, 48 seconds east along the south line of Lot 7 aforesaid, 125.36 feet to the southeast corner of Lot 7; thence north 00 degrees, 15 minutes, 46 seconds west along the east line of Lots 4, 5, 6 and 7 aforesaid, 92.91 feet to the point of beginning, in Cook County, Illinois.

Second Floor.

Office 3:

Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +42.21 Chicago City Datum, and lying above a horizontal plane having an elevation of +26.87 Chicago City Datum, and lying within its horizontal boundaries projected vertically, except that part thereof described as follows: (hotel 4) that part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +42.21 Chicago City Datum, and lying above a horizontal plane having an elevation of +26.87 Chicago City Datum, and lying within its horizontal boundaries projected vertically, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1 and 2 aforesaid, 32.00 feet; thence south 89 degrees, 42 minutes, 13 seconds west, 74.32 feet to the point of beginning; thence south 89 degrees, 42 minutes, 13 seconds west, 10.09 feet; thence south 00 degrees, 17 minutes, 47 seconds east, 29.44 feet; thence north 89 degrees, 42 minutes, 13 seconds east, 10.09 feet; thence north 00 degrees, 17 minutes, 47 seconds west, 29.44 feet to the point of beginning, in Cook County, Illinois.

Third And Fourth Floors.

Office 4:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +64.49 Chicago City Datum, and lying above a horizontal plane having an elevation of +42.21 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2 and 3 aforesaid, 61.96 feet; thence north 89 degrees, 56 minutes, 37 seconds west, 74.92 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 9.44 feet; thence south 50 degrees, 02 minutes, 12 seconds east, 8.46 feet; thence south 89 degrees, 56 minutes, 37 seconds east, 9.44 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 8.46 feet to the point of beginning, in Cook County, Illinois.

Office 5:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +64.49 Chicago City Datum, and lying above a horizontal plane having an elevation of +42.21 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2 and 3 aforesaid, 74.22 feet; thence north 89 degrees, 56 minutes, 37 seconds west, 74.89 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 9.52 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 23.19 feet; thence south 89 degrees, 56 minutes, 37 seconds east, 9.52 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 23.19 feet to the point of beginning, in Cook County, Illinois.

Office 6:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +64.49 Chicago City Datum, and lying above a horizontal plane having an elevation of -42.21 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2, 3, 4 and 5 aforesaid, 101.51 feet; thence north 89 degrees, 56 minutes, 37 seconds west, 74.86 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 8.53 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 23.64 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 10.00 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 22.30 feet; thence south 89 degrees, 59 minutes, 38 seconds east, 18.53 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 45.94 feet to the point of beginning, in Cook County, Illinois.

Fifth -- Seventh Floors.

Office 7:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +97.96 Chicago City Datum, and lying above a horizontal plane having an elevation of +65.52 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2 and 3 aforesaid, 56.52 feet to the point of beginning; thence north 90 degrees, 00 minutes, 00 seconds west, 41.40 feet; thence south 00 degrees, 17 minutes, 44 seconds east, 65.57 feet; thence south 90 degrees, 00 minutes, 00 seconds east, 41.36 feet to a point on the east line of Lot 5 aforesaid; thence north 00 degrees, 15 minutes, 46 seconds west along the east line of Lots 3, 4 and 5 aforesaid, 65.57 feet to the point of beginning, in Cook County, Illinois.

Office 8:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +97.96 Chicago City Datum, and lying above a horizontal plane having an elevation of +64.49 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2 and 3 aforesaid, 61.96 feet, thence north 89 degrees, 56 minutes, 37 seconds west, 74.92 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 9.44 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 8.46 feet; thence south 89 degrees, 56 minutes, 37 seconds east, 9.44 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 8.46 feet to the point of beginning, in Cook County, Illinois.

Office 9:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +97.96 Chicago City Datum, and lying above a horizontal plane having an elevation of +64.49 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2 and 3 aforesaid, 74.22 feet, thence north 89 degrees, 56 minutes, 37 seconds west, 74.89 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 9.32 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 23.19 feet; thence south 89 degrees, 56 minutes, 37 seconds east, 9.52 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 23.19 feet to the point of beginning, in Cook County, Illinois.

Office 10:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +97.96 Chicago City Datum, and lying above a horizontal plane having an elevation of +64.49 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2, 3, 4 and 5 aforesaid, 101.51 feet; thence north 89 degrees, 56 minutes, 37 seconds west, 74.86 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 8.53 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 23.64 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 10.00 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 22.30 feet; thence south 89 degrees, 59 minutes, 38 seconds east, 18.53 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 45.94 feet to the point of beginning, in Cook County, Illinois.

Eighth -- Tenth Floors.

Office 11:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +132.28 Chicago City Datum, and lying above a horizontal plane having an elevation of +97.96 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2 and 3 aforesaid, 56.52 feet to the point of beginning; thence north 90 degrees, 00 minutes, 00 seconds west, 41.40 feet; thence south 00 degrees, 17 minutes, 44 seconds east, 65.57 feet; thence south 90 degrees, 00 minutes, 00 seconds east, 41.36 feet to a point on the east line of Lot 5 aforesaid; thence north 100 degrees, 15 minutes, 46 seconds west along the east line of Lots 3, 4 and 5 aforesaid, 65.57 feet to the point of beginning, in Cook County, Illinois.

Office 12:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +132.28 Chicago City Datum, and lying above a horizontal plane having an elevation of +97.96 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2 and 3 aforesaid, 61.96 feet, thence north 89 degrees, 56 minutes, 37 seconds west, 74.92 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 9.44 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 8.46 feet; thence south 89 degrees, 56 minutes, 37 seconds east, 9.44 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 8.46 feet to the point of beginning, in Cook County, Illinois.

Office 13:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +132.28 Chicago City Datum, and lying above a horizontal plane having an elevation of +97.96 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2 and 3 aforesaid, 74.22 feet; thence north 89 degrees, 56 minutes, 37 seconds west, 74.89 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 9.52 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 23.19 feet; thence south 89 degrees, 56 minutes, 37 seconds east, 9.52 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 23.19 feet to the point of beginning, in Cook County, Illinois.

Office 14:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +132.28 Chicago City Datum, and lying above a horizontal plane having an elevation of +97.96 Chicago City Datum, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1, 2, 3, 4 and 5 aforesaid, 101.51 feet; thence north 89 degrees, 56 minutes, 37 seconds west, 74.86 feet to the point of beginning; thence north 89 degrees, 56 minutes, 37 seconds west, 8.53 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 23.64 feet; thence south 89 degrees, 57 minutes, 48 seconds west, 10.00 feet; thence south 00 degrees, 02 minutes, 12 seconds east, 22.30 feet; thence south 89 degrees, 59 minutes, 38 seconds east, 18.53 feet; thence north 00 degrees, 02 minutes, 12 seconds west, 45.94 feet to the point of beginning, in Cook County, Illinois.

Office 15:

That part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +132.28 Chicago City Datum, and lying above a horizontal plane having an elevation of +99.65 Chicago City Datum, described as follows: commencing at the northwest corner of said Lot 1; thence south 00 degrees, 14 minutes, 52 seconds east along the west line of Lots 1, 2 and 3 aforesaid, 54.95 feet to the point of beginning; thence north 89 degrees, 46 minutes, 17 seconds east, 18.67 feet; thence south 00 degrees, 18 minutes, 44 seconds east, 68.60 feet; thence south 89 degrees, 46 minutes, 17 seconds west, 18.75 feet to a point on the west line of Lot 5 aforesaid; thence north 00 degrees, 14 minutes, 52 seconds west along the west line of Lots 3, 4 and 5 aforesaid, 68.60 feet to the point of beginning, in Cook County, Illinois.

Eleventh -- Thirteenth Floors.

Office 16:

Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +165.83 Chicago City Datum, and lying above a horizontal plane having an elevation of +132.28 Chicago City Datum, and lying within its horizontal boundaries projected vertically, except that part thereof described as follows: (hotel 8) that part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +165.83 Chicago City Datum, and lying above a horizontal plane having an elevation of +132.28 Chicago City Datum, and lying within its horizontal boundaries projected vertically, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1 and 2 aforesaid, 32.00 feet; thence south 89 degrees,

42 minutes, 13 seconds west, 74.32 feet to the point of beginning; thence south 89 degrees, 42 minutes, 13 seconds west, 10.09 feet; thence south 00 degrees, 17 minutes, 47 seconds east, 29.44 feet; thence north 89 degrees, 42 minutes, 13 seconds east, 10.09 feet; thence north 00 degrees, 17 minutes, 47 seconds west, 29.44 feet to the point of beginning, in Cook County, Illinois.

Fourteenth Floor (And Up).

Office 17:

Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying above a horizontal plane having an elevation of +165.83 Chicago City Datum, and lying within its horizontal boundaries projected vertically, except that part thereof described as follows: (hotel 9) that part of Lots 1 through 7, inclusive, in the subdivision of Block 116 in the School Section Addition to Original Town of Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, lying below a horizontal plane having an elevation of +176.83 Chicago City Datum, and lying above a horizontal plane having an elevation of +165.83 Chicago City Datum, and lying within its horizontal boundaries projected vertically, described as follows: commencing at the northeast corner of said Lot 1; thence south 00 degrees, 15 minutes, 46 seconds east along the east line of Lots 1 and 2 aforesaid, 32.00 feet; thence south 89 degrees, 42 minutes, 13 seconds west, 74.32 feet to the point of beginning; thence south 89 degrees, 42 minutes, 13 seconds west, 10.09 feet; thence south 00 degrees, 17 minutes, 47 seconds east, 29.44 feet; thence north 89 degrees, 42 minutes, 13 seconds east, 10.09 feet; thence north 00 degrees, 17 minutes, 47 seconds west, 29.44 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

Easements for the benefit of Parcel 1 as set forth in the Easement and Operating Agreement by and among Adams Delaware Owner LLC, a Delaware limited liability company (the "Office Property Owner"), and Bre Quad IL Owner LLC, a Delaware limited liability company (the "Hotel Property Owner") dated as of February 11, 2016, and recorded February 16, 2016, as Document Number 1604741001, in the Office of the Recorder of Deeds for Cook County, Illinois.

Property Address:

105 West Adams Street
Chicago, Illinois 60603.

Property Identification Number ("PIN"):

17-16-222-012-0000.

Exhibit "C".
(To Ordinance)

105 Adams Development LLC Redevelopment Agreement.

This 105 Adams Development LLC Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 2025, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), 105 Adams Development LLC, an Illinois limited liability company (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 and, in accordance with the provisions of the Act, the City Council of the City (the "City Council"): (i) approved and adopted a redevelopment plan and project (the "Redevelopment Plan") for the LaSalle Central Redevelopment Project Area (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (item 3, the "TIF Adoption Ordinance" and items (1) – (3) collectively, the "TIF Ordinances") adopted on November 15, 2006 and subsequently amended on February 7, 2007 and May 9, 2007 and published in the Journal of the Proceedings of the City Council for such date.

D. The Project: Developer owns certain property within an existing building thereon located within the Redevelopment Area at 105 West Adams Street, Chicago, Illinois 60603 and legally described on Exhibit A (the "Property"). The Property includes: (i) a portion of the second floor, and floors 11 through 40 (the "Residential Property"), and (ii) the ground level and a portion

of the second floor (the "Commercial Property").

Developer, within the time frames set forth in Section 3.01, shall rehabilitate on the Commercial Property approximately 23,302 square feet of commercial space which is intended to include neighborhood amenities such as a grocery store, restaurant, or other commercial uses allowable under existing zoning (the "Commercial Project").

Developer, within the time frames set forth in Section 3.01, shall rehabilitate on the Residential Property approximately 303,023 square feet of residential space, comprising 400 rental residential units, of which 30% (121) will be affordable units, along with residential amenities including indoor amenity space and an outdoor terrace on the 24th floor and a portion of the second floor to be used for storage for bicycle parking (the "Residential Project"). The affordable units in the Residential Project will include 121 units for low-income families, comprised of approximately 59 studio units, 37 one-bedroom units, and 25 two-bedroom units (collectively, the "Affordable Units"). The market-rate units in the Residential Project will include 279 units, comprised of approximately 136 studio units, 85 one-bedroom units, and 58 two-bedroom units.

The Commercial Project and the Residential Project (including the Affordable Units)(collectively the "Facility") and related improvements, including but not limited to the TIF-Funded Improvements defined below and set forth on Exhibit B, are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

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

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Legal Description of the Property
2. Definitions	
3. The Project	

4. Financing 5. Conditions Precedent 6. Agreements with Contractors 7. Completion of Construction or Rehabilitation 8. Covenants/Representations/Warranties of Developer 9. Covenants/Representations/Warranties of the City 10. Developer's Employment Obligations 11. Environmental Matters 12. Insurance 13. Indemnification 14. Maintaining Records/Right to Inspect 15. Defaults and Remedies 16. Mortgaging of the Project 17. Notice 18. Miscellaneous	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements) C. Prior Expenditures (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:

"2021 Affordable Requirements Ordinance" means Section 2-44-085 of the Municipal Code.

"Act" is defined in the Recitals.

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

"Affordable Units" is defined in the Recitals.

"Annual Compliance Report" means a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with Jobs Creation; Operating Covenant (Section 8.06); (2) delivery of Financial Statements and unaudited financial statements (Section 8.13); (3) delivery of updated insurance certificates, if applicable (Section 8.14); (4) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (5) delivery of evidence of compliance with the Sustainable Development Policy (Section 8.22); (6) compliance with the Increment and Rate of Return Reporting (Section 8.26); (7) compliance with the Affordability Requirements (Section 8.27); and (8) compliance with all other executory provisions of this Agreement.

"Apartment Lease Form" means an apartment lease form that satisfies the requirements set forth in Section 4.9 of the City Regulatory Agreement, the form and substance of which has been approved by DOH.

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

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

"Capital Event" shall have the meaning set forth for such term in Section 4.09 hereof.

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

"Change Order" means any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget.

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

"City Council" is defined in the Recitals.

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

"City Regulatory Agreement" means the Inclusionary Housing Agreement entered into as of _____, 2025 by Developer and the City describing Developer's obligation to provide affordable housing at the Residential Project pursuant to the 2021 Affordable Requirements Ordinance.

"City TIF Forgivable Loan" shall mean a forgivable loan to the Developer by the City of City Funds in the maximum principal amount of \$67,500,000, 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.

"Commercial Occupancy Covenant" is defined in Section 8.06.

"Commercial Project" is defined in Section 8.06.

"Commissioner" means the Commissioner of Planning and Development of the City.

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

"Contract" is defined in Section 10.03.

"Contractor" is defined in Section 10.03.

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

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

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

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

"DOH" means the City's Department of Housing and any successor to said department.

"DPD" is defined in the Recitals.

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

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

"Environmental Laws" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equity" means Developer's funds (other than funds derived from Lender Financing, if any) 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).

"Event of Default" is defined in Section 15.

"Existing Mortgage" is defined in Article 16.

"Excess Proceeds" means all cash proceeds from a Capital Event less (1) repayment of any Lender Financing, (2) all transaction costs, including but not limited to tax liability related to such Capital Event and payments due to the Investor Member and HTC Investor, and (3) the amount of Equity, other than HTC Equity, stated in Section 4.01.

"Facility" is defined in the Recitals.

"Family" is defined in Section 8.27.

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

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

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

"Full-Time Equivalent Employee" or "FTE" shall mean either an employee of Developer or an Affiliate, or persons engaged as or employed by independent contractors, third party service providers or consultants, persons employed or engaged by Developer or by third parties in positions ancillary to Developer's operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions any of whom are employed in a permanent position at least 35 hours per week at the Project during the applicable year.

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

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

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

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

"HTC" means the federal historic tax credits pursuant to 26 U.S.C. §47 et seq. of the Internal Revenue Code of 1986, as amended.

"HTC Investor" means the to-be-admitted, up to 99% member of Developer which shall provide the HTC Equity to Developer in exchange in part for the receipt of the portion of the federal HTCs related to the Project and allocable to the Project, and on the Closing Date is anticipated to be _____, an [Illinois][insert type of entity], and its respective successors and assigns.

"HUD" means the United States Department of Housing and Urban Development.

"Human Rights Ordinance" is defined in Section 10.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"In Balance" is defined in Section 4.07.

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

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

"Investor Member" means [_____, a _____] and its successors and assigns, or another entity acceptable to the City, in its sole discretion.

"Junior Mortgage" shall mean a Junior Mortgage executed by the Developer as mortgagor, in favor of the City, as mortgagee, securing the City TIF Forgivable Loan and certain of the Developer's obligations under this Agreement and the Junior Mortgage; and which shall be a [second] mortgage unless the Lender Financing includes two separate mortgage loans, in which event the Junior Mortgage may be a [third] mortgage.

"Lender Financing, if any" 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.

"Management Agreement" means a fully executed management agreement, the form and substance of which has been approved of by DOH.

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

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

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

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

"New Mortgage" is defined in Article 16.

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

"Other Regulated Material" means any Waste, Contaminant, 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, or (b) is a hazard to the environment or to the health or safety of persons.

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

"Permitted Mortgage" is defined in Article 16.

"Permitted Transfer" shall mean (a) the transfer of membership interest in Developer to an Affiliate or to the HTC Investor or by the HTC Investor of its membership interest in the Developer to any person or entity directly or indirectly controlling, controlled by or under common control with the Developer or HTC Investor pursuant to the Developer's operating agreement upon the City's receipt of such transferee's corporate documents, EDSs, and any other affidavits or certifications as requested by the City and as may be required by federal, state or local law in the award of public contracts; (b) the HTC Investor's sale of its interest in the Developer to the managing member of an Affiliate of the Developer pursuant to Developer's operating agreement upon the City's receipt of its corporate documents, EDSs, and any other affidavits or certifications as requested by the City and as may be required by federal, state or local law in the award of public contracts; and (c) HTC bridge or construction financing for which the City has consented for Project construction.

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

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

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

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

"Project" is defined in the Recitals.

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

"Property" is defined in the Recitals.

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

"RAP" shall mean the Remedial Action Plan document required by the IEPA in order to receive a Final No Further Remediation Letter

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

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

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

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities taken to obtain a No Further Remediation Letter in accordance with: the terms and conditions of the RAP Approval Letter issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA, and all applicable federal, state, and local laws, ordinances, and regulations, including, without limitation, all applicable Environmental Laws.

"Reporting Period" means the period of time starting on the date the Certificate is issued and continuing until the thirtieth anniversary of such date.

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

"Residential Project" is defined in the Recitals.

"Residential Property" is defined in the Recitals.

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

"SRP" shall mean the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"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 Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to Section X.

"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, if any).

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

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

"Term of the Agreement" means the period of time starting on the Closing Date and ending on the thirtieth 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 Chicago Title and Trust Company.

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

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17: (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 24 months after the Closing Date.

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

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$183,511,092. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing, if any, 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. 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 the Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; 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 gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of any Facility to a use other than as described in Recital D; (c) a delay in the completion of the Project by six (6) months; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith 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). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04 Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04 but DPD shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

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

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

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

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project, and DPD reserves the right to evaluate and approve the inspecting agent or architect. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect to these inspections to DPD, before Developer requests disbursement for costs related to the Project under this Agreement or the Escrow

Agreement, if any. If approved by the City, the inspecting agent or architect may be the same one being used in such role by a lender providing Lender Financing, provided that such agent or architect (a) is not also Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

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

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

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

3.12 Permit Fees. A landmark permit fee waiver has been granted for the Project, pursuant to Order _____ (the "Permit Fee Waiver"). Except with respect to such fees that are waived pursuant to the Permit Fee Waiver, Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The estimated total cost of the Project is \$183,511,092, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	
Equity	\$15,337,547
Historic Tax Credit Equity	\$ 23,765,164
Lender Financing, if any	\$76,908,381
City TIF Forgivable Loan (funded with the City Funds)	\$67,500,000
Estimated Total	\$183,511,092

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, if any, shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03 City Funds.

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

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$67,500,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$67,500,000 or 36.8% 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.

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$67,500,000 is contingent upon the fulfillment of the condition set forth above. If such condition is not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 shall increase proportionately.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, and the City shall disburse the City Funds in three (3) payments as follows:

(i) Once Developer has incurred \$33,750,000 in 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, the City shall disburse City Funds in the amount of \$33,750,000 as a part of the City TIF Forgivable Loan pursuant to the terms of this Agreement, provided Developer has submitted and DOH has approved an Apartment Lease Form and Management Agreement;

(ii) Once the Developer has incurred at least \$16,875,000 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 \$50,625,000 in TIF-Funded Improvements), the City shall disburse City Funds in the amount of \$16,875,000 as a part of the City TIF Forgivable Loan pursuant to the terms of this Agreement; and

(iii) 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 \$16,875,000 as a part of the City TIF Forgivable Loan pursuant to the terms of this Agreement.

4.04 Requisition Form. Developer shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form, in advance of each disbursement described in Section 4.03(c). Developer shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Effect of Prior Expenditures on Equity or Lender Financing, if any, demonstrated before the Closing Date. If Developer incurs and pays Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing, if any, Developer is required to demonstrate before the Closing Date, then Developer shall provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer under the terms of this Agreement. Prior Expenditures made for items other than TIF-Funded Improvements shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing, if any, 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 \$25,000 or \$100,000 in the aggregate, or those made in accordance with the ATS Manual, may be made without the prior written consent of DPD.

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

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

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

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

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

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

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

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

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

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

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

4.08 Conditional TIF Forgivable Loan. (a) The City Funds are being loaned to the Developer, subject to the Developer's compliance with the provisions of the Developer Note, the Junior Mortgage and this Agreement and are subject to being reimbursed as provided in Section 15.02 and the Junior Mortgage.

(b) As a condition of this Agreement and receipt of the City TIF Forgivable Loan, Developer shall execute and deliver the Developer Note in the original principal amount of the City Funds. The City TIF Forgivable Loan shall bear interest at the rate equal to the lesser of the annual percentage rate for the 30 year United States Treasury Bond and the annual 30 year

Secured Overnight Financing Rate ("SOFR") Swap Rate as set forth by the Chatham Financial Market Rates on the date the Note is issued, and have a maturity date of the 30th anniversary of the Certificate, and (i) the Developer shall make no payments of principal and interest during the construction of the Project through and until issuance of the Certificate; and (ii) accrued principal and interest would be forgiven upon issuance of the Certificate unless the Developer Note is accelerated. If Developer elects to an even forgiveness schedule then the City TIF Forgivable Loan shall be forgiven pursuant to the chart set forth below:

Cert Anniversary Year	Beginning Balance	Principal Forgiveness	Ending Balance
1	\$67,500,000.00	\$2,250,000.00	\$65,250,000.00
2	\$65,250,000.00	\$2,250,000.00	\$63,000,000.00
3	\$63,000,000.00	\$2,250,000.00	\$60,750,000.00
4	\$60,750,000.00	\$2,250,000.00	\$58,500,000.00
5	\$58,500,000.00	\$2,250,000.00	\$56,250,000.00
6	\$56,250,000.00	\$2,250,000.00	\$54,000,000.00
7	\$54,000,000.00	\$2,250,000.00	\$51,750,000.00
8	\$51,750,000.00	\$2,250,000.00	\$49,500,000.00
9	\$49,500,000.00	\$2,250,000.00	\$47,250,000.00
10	\$47,250,000.00	\$2,250,000.00	\$45,000,000.00
11	\$45,000,000.00	\$2,250,000.00	\$42,750,000.00
12	\$42,750,000.00	\$2,250,000.00	\$40,500,000.00
13	\$40,500,000.00	\$2,250,000.00	\$38,250,000.00
14	\$38,250,000.00	\$2,250,000.00	\$36,000,000.00
15	\$36,000,000.00	\$2,250,000.00	\$33,750,000.00
16	\$33,750,000.00	\$2,250,000.00	\$31,500,000.00
17	\$31,500,000.00	\$2,250,000.00	\$29,250,000.00
18	\$29,250,000.00	\$2,250,000.00	\$27,000,000.00
19	\$27,000,000.00	\$2,250,000.00	\$24,750,000.00
20	\$24,750,000.00	\$2,250,000.00	\$22,500,000.00
21	\$22,500,000.00	\$2,250,000.00	\$20,250,000.00
22	\$20,250,000.00	\$2,250,000.00	\$18,000,000.00
23	\$18,000,000.00	\$2,250,000.00	\$15,750,000.00
24	\$15,750,000.00	\$2,250,000.00	\$13,500,000.00
25	\$13,500,000.00	\$2,250,000.00	\$11,250,000.00
26	\$11,250,000.00	\$2,250,000.00	\$9,000,000.00
27	\$9,000,000.00	\$2,250,000.00	\$6,750,000.00
28	\$6,750,000.00	\$2,250,000.00	\$4,500,000.00
29	\$4,500,000.00	\$2,250,000.00	\$2,250,000.00
30	\$2,250,000.00	\$2,250,000.00	\$0.00

(c) The City shall forgive the City TIF Forgivable Loan, plus accrued and unpaid interest, as set forth herein, provided Developer submits an Annual Compliance Report evidencing that all ongoing requirements of this Agreement have been satisfied during the preceding year.

(d) To the extent an Annual Compliance Report shows an uncured Event of Default, no forgiveness of principal or interest shall occur for the applicable year unless and until the Developer has cured any defaults for which it has received notice. In the event that the Developer corrects such non-compliance and the Compliance Period is thereby extended, then the City shall forgive Principal and interest due for the non-compliant year(s) as of the first year (or, as applicable, the second year) of the extended Compliance Period.

(e) [Upon a Capital Event, with the prior written approval of the City, in its sole discretion, the Developer may assign the Developer Note to the successive buyer, including all accrued and unpaid interest. If the Developer Note is not assigned with the written approval of the City, then the Developer shall remain obligated under the Developer Note.]

4.09 Return of City Funds Upon Refinance, Sale or Transfer. For purposes of this Section, the term "Capital Event" shall mean an arms-length sale, transfer, or refinancing of the Project, excluding (i) a refinancing of the construction loan (if any) to a permanent loan as part of the normal course of business, or (ii) a Permitted Transfer. Upon the occurrence of a Capital Event during the Reporting Period, the Developer agrees to pay and remit to the City a one-time payment in an amount equal to 15% of the amount by which the Excess Proceeds exceed the sum of (a) the amount needed for Developer to achieve a 25% internal rate of return (as calculated from the Closing Date to the date of the Capital Event) on the Equity (excluding HTC Equity) and (b) the amount paid by Developer to address cost overruns pursuant to Section 4.06.

For purposes of calculating the return of City Funds provided for above, Excess Proceeds shall be calculated based on a price allocation for the Facility relative to the entire building located at 105 W Adams, including the portions that are not part of the Facility, determined by the Developer as follows: (1) If a sale or recapitalization occurs, the allocation will be determined by the buyer; (2) if the buyer does not allocate the price, the allocation will be determined by an investment sales broker, and (3) if the Capital Event is a refinancing, the price allocation will be determined by a capital markets broker.

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing, if any, in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, if any, Developer has furnished proof as of the Closing Date that the proceeds of the Lender Financing, if any, (a) are available for Developer to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01, to complete the Project.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions that are Permitted Liens and evidences the recording of this Agreement, the Junior Mortgage and the City Regulatory Agreement pursuant to the provisions of Section 8.18. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's ALTA 9 series endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access, and survey. Developer has provided to DPD, on or before the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

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

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

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

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

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

opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

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

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

5.12 Intentionally Omitted.

5.13 Environmental. Developer shall abide by the environmental requirements outlined in Section 11 herein.

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

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

5.15 Additional Documents. The Developer must have delivered to the City the Junior Mortgage, the City Regulatory Agreement, such financing statements as the City may require, and the Developer Note.

5.16 Management Agreement; Apartment Lease Form. Developer shall deliver to the City preliminary drafts of the Management Agreement and Apartment Lease Form, in form and substance satisfactory to the City.

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors.

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

6.02 Construction Contract.

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

Copies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within ten (10) business days after they are signed. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been reviewed by DPD, if requested by DPD in accordance with Section 3.02, and all requisite permits have been obtained.

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

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

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

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

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

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

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

- (a) Evidence acceptable to DPD that the total Project Cost equals or exceeds \$183,511,092; as described in Section 4.03(b), the City Funds will be reduced on pro rata basis if the Total Project Cost is less than this amount; and
- (b) Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to \$67,500,000); and
- (c) Receipt of a final certificate of occupancy for the Project; and
- (d) Evidence acceptable to DPD that the Project has complied with building permit requirements for the Project; and
- (e) If the Phase I and Phase II Environmental Site Assessment (ESA) indicate that the site should be enrolled in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP), a No Further Remediation (NFR) letter is required. Evidence of recording of the NFR is to be provided; and
- (f) Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that Developer is in complete compliance with all City requirements (MBE/WBE, City Residency, and Prevailing Wage); and
- (g) Evidence acceptable to DPD that the Project has complied with the City's Sustainable Development Policy; and
- (h) Developer has submitted a preliminary summary of information in a form and content acceptable to DPD's Historic Preservation Division, regarding the historic characteristics of the Property and for the purpose of the landmark designation of the Property; and
- (i) Evidence acceptable to DPD in the form of an Affordable Requirements Ordinance Letter of Compliance with standards for construction of the Affordable Units and Affirmative Fair Housing Marketing Plan ("AFHMP"); and
- (j) A letter from DOH's Long-term Monitoring and Compliance Division confirming that all Affordable Units are leased and the 30-year affordability period as described in the 2021 Affordable Requirements Ordinance has started; and

- (k) Evidence that Developer has executed one or more leases with tenants comprising at least approximately [4650] square feet within the Commercial Project for terms of not less than five (5) years (inclusive of extensions); and
- (l) Developer has provided a final Affirmative Fair Housing Marketing and Tenant Screening Plan ("MTSP") for leasing of Affordable Units to DOH.
- (m) There exists neither an Event of Default which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

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

Those covenants specifically described at Section 8.02 (Covenant to Redevelop), Section 8.06 (Jobs Creation; Operating Covenant), Section 8.19 (Real Estate Provisions), Section 8.20 (Annual Compliance Report), Section 8.27 (Affordable Housing Covenant), and Section 14.02 (Inspection Rights) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that when the Certificate is issued, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the Certificate is issued shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 (Assignment) of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities under this Agreement. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Property from and after the date of this Agreement shall be made explicitly subject to the covenants listed above that run with the land.

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

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

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

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

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

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

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

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

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

(d) Developer has acquired and shall maintain good, indefeasible, and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing, if any, as disclosed in the Project Budget and Non-Governmental Charges that Developer is contesting in good faith pursuant to Section 8.15);

(e) Developer is now and, until the issuance of the Certificate, 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 or, to the Developer's actual knowledge, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) 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;

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

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

(j) Prior to the issuance of the Certificate, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached to the Property) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition; provided, however, that the foregoing notwithstanding, City consent shall not be required for a transfer from the Owner to an Affiliate;

(k) Developer has not incurred, and, before the Certificate is issued, 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 to the Property, except Lender Financing disclosed in the Project Budget;

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

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

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

not and will not represent or constitute a general obligation or a pledge of the faith and credit of the City, the State of Illinois or any political subdivision thereof;

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

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

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 (Assignment), 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

(r) Developer has consented in writing to the designation of the Property as a City of Chicago Landmark.

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

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

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

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

8.06 Jobs Creation; Operating Covenant.

(a) Jobs Creation. Developer estimates that the Project will result in the creation of (i) approximately 15 FTE permanent jobs (the "Permanent Jobs") and (ii) during the construction of the Project, approximately 300 temporary full-time construction jobs (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Throughout the Reporting Period, the Developer shall submit certified employment reports disclosing the number of Jobs at the Project to DPD 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.

(b) Residential Project. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall operate the Affordable Units as described in Section 8.27 and shall operate the remainder of the Residential Project as residential rental housing. The covenants set forth in this Section 8.06(b) shall run with the land and be binding upon any transferee.

(c) Commercial Occupancy Covenant. Starting when the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall operate the Commercial Project for commercial uses including neighborhood amenities such as a grocery store, restaurant, or other commercial uses allowable under existing zoning.

Commencing on the date of the Certificate and continuing throughout the Term of the Agreement, Developer shall comply with the following requirement (the "Commercial Operating Covenant"): at least 50% of the rentable square footage of the Commercial Property will remain leased (or subleased) and occupied.

Once constructed, Developer, or its permitted successor or assign, hereby covenants and agrees to continuously operate the Project as defined herein for the Term of the Agreement.

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

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If

the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09. Notwithstanding the foregoing, if the Project is subject to the requirements of the Davis-Bacon Act, then (x) pursuant to 820 ILCS 130/11, Section 11 of the Illinois Prevailing Wage Act (820 ILCS 130/0/01 et seq.), the prevailing wage requirements ascertained by the Department shall not apply to the Project, and (y) Developer shall comply with the Davis-Bacon Act with respect to the Project.

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

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

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

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

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

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

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

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

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

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

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

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

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State

other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

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

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

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

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

(c) Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, without the consent of the City, directly or indirectly, initiate, seek or apply for any real estate tax incentive established under the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time, other than the Cook County Affordable Housing Special Assessment Program.

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

8.20 Annual Compliance Report. Throughout the Reporting Period, Developer shall submit to DPD the Annual Compliance Report within 60 days after the end of the calendar year to which the Annual Compliance Report relates.

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

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

8.23. Landmark Designation.

(a) Prior to issuance of the Certificate, the Developer has delivered to DPD a Preliminary Summary of Information, in a form acceptable to DPD's Historic Preservation Division, for the purpose of the landmark designation of the Property.

(b) The Developer covenants and agrees that it has consented to the designation of 105 West Adams Street as a City of Chicago Landmark within 45 days from the date of mailing by the Historic Preservation Division of a request that the owner consent in writing to the proposed designation.

(c) Concurrent with City Council approval of the Landmark Designation, DPD shall process and submit for City Council approval a Landmark Permit Fee Waiver order and provided the same is issued and approved prior to building permit issuance, the project will be eligible for a waiver of any fees charged by the City of Chicago for the issuance of any permit for which approval of the Landmarks Commission is required.

8.24. FOIA and Local Records Act Compliance.

(a) FOIA. Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants

to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request shall be an Event of Default.

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

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

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

8.26 Increment and Rate of Return Reporting. As required by 65 ILCS 5/11-74.4-5(d), Developer agrees to report (a) the amount of Incremental Taxes projected to be created by the Project at the Closing Date, (b) the amount of Incremental Taxes created by the Project through the end of the previous calendar year, using the same assumptions used for the projections described in item (a), and (c) the Project's stated rate of return identified by the Developer to the City, which shall be independently verified by a third party chosen by the City.

8.27 Affordable Housing Covenant.

(a) Developer agrees and covenants to the City that:

(i) if the City Regulatory Agreement remains in effect, Developer shall be obligated to provide affordable housing in the Residential Project as described in the City Regulatory Agreement; and

(ii) if the City Regulatory Agreement is terminated or released prior to the expiration of the Term of this Agreement, including without limitation due to foreclosure by a lender providing Lender Financing, then Developer shall be obligated to provide affordable housing in the Residential Project as described in Section 8.27(b) from the date the City Regulatory Agreement is terminated or released through the remaining Term of the Agreement.

(b) The Residential Project shall be operated and maintained solely as residential rental housing with certain residential amenities and community space.

At least 7 of the Affordable Units (including at least 3 studio, 2 one-bedroom and 2 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 40% AMI Families.

At least 34 of the Affordable Units (including at least 16 studio, 12 one-bedroom and 6 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 50% AMI Families.

At least 51 of the Affordable Units (including at least 30 studio, 13 one-bedroom and 8 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 60% AMI Families.

At least 29 of the Affordable Units (including at least 10 studio, 10 one-bedroom and 9 two-bedroom units) shall be available for occupancy to and be occupied solely by one or more individuals qualifying as 70% AMI Families.

The Affordable 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.

As used in this Section 8.27, the following terms have the following meanings:

"Family" shall mean one or more individuals, whether or not related by blood or marriage.

"40% AMI Families" shall mean Families whose annual income does not exceed forty percent (40%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"50% AMI Families" shall mean Families whose annual income does not exceed fifty percent (50%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"60% AMI Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

"70% AMI Families" shall mean Families whose annual income does not exceed seventy percent (70%) of the Chicago-area median income, adjusted for Family size, as

such annual income and Chicago-area median income are determined from time to time by HUD, and thereafter such income limits shall apply to this definition.

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

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

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

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

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

SECTION 11. ENVIRONMENTAL MATTERS

The Developer shall perform and provide the City with a Phase I ESA compliant with ASTM E-1527-21 for the Property prior to and conducted, or updated, within 180 days prior to the Closing.

The Phase I ESA identified Recognized Environmental Conditions ("RECs"). The 20,000-gallon tank identified as a REC shall be assessed by a licensed tank contractor. If the tank is out of compliance, meaning it does not meet 1998 Office of the Illinois State Fire Marshall (OSFM) requirements Title 41 Illinois Administrative Code (IAC) 176.200 through 176.360, the tank is required to be abandoned or removed by a licensed decommissioning contractor pursuant to Title 41 IAC 175.320. Any leak determined to be coming from the tank by the licensed contractor should be reported to the OSFM. For bunker tanks, soil sampling and a site assessment will be required if either of the following conditions are found: i) Evidence indicating product may have migrated from the bunker tank to the environment beyond the floor or walls of the building it was

located within, such as finding free product in a drain; or ii) Evidence is seen of both leakage of product on the floor or building wall where the bunker tank was located, and the area of floor or wall associated with evidence of leakage of product from the bunker tank is deteriorated or cracked such that there is a possibility of the product having migrated beyond the enclosure confines. If these conditions exist the Developer shall perform the Phase II Environmental Site Assessment ("Phase II ESA") to ascertain the presence of any environmental impacts that may be associated with the RECs. Upon the City of Chicago Department of Fleet & Facility Management' (2FM) request, the Developer shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property, including, without limitation, updating or expanding the Phase I ESA and performing initial or additional Phase II testing.

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

The City shall have the right to review and approve the scope of work prior to the Phase II ESA being conducted. The Phase II ESA must be approved by the City.

If contamination is noted above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then the Developer must enroll the Property (or any portion thereof) in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"), unless the City determines that it is not necessary to enroll the Property in the SRP.

If the Developer enrolls (or is required to enroll) the Property (or any portion thereof) in the SRP, the Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a RAP Approval Letter for the Property.

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

No City funding may be used to import bio-solids or bio-solids-based products to the Property from a wastewater treatment facility or other source.

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

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

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

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

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

Any Hazardous Building Materials that will be impacted by renovation or demolition activities, or are in poor or unstable condition, must be properly abated. A report documenting the Hazardous Building Material Survey results and an abatement plan shall be submitted to the City for review prior to beginning any renovation, demolition, or abatement work. Please note that abatement does not necessarily require removal and disposal of materials. Alternative methods to stabilize or prevent access to materials may be utilized if appropriate.

The Developer will incorporate the results of the Hazardous Building Material Survey into its Project documents and perform abatement work as part of the Project in accordance with all Environmental Laws. A report documenting the completion of the abatement work shall be submitted to the City prior to approval of the Property for occupancy. If abatement work activities

are not deemed sufficient by the City, the Developer shall continue work at their own expense until approved.

Developer acknowledges that, except in the case of information specifically designated by the Developer to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys, Illinois Environmental Protection Agency Site Remediation Program submittals, or similar environmental documents relating to the property publicly available, and Developer consents to the City's publication of those documents.

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.

SECTION 12. INSURANCE

Developer must provide and maintain, at Developer's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to this Agreement.

(a) Before execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide 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.

(ii) 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 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. 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 Developer'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 Developer'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. Developer's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) All Risk Property

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(iv) 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.

(v) Blanket Crime (when applicable)

When applicable, 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 Developer at any given time under this Agreement.

(b) Construction. Before the construction of any portion of the Project, Developer 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:

(i) Workers Compensation and Employers 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.

(ii) 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 the insured party 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 the insured party. 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 the insured party'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 of the insured party's acts or omissions, whether such liability is attributable to the insured party 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. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(iii) 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.

(iv) Railroad Protective Liability

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, Developer shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer or any insured party 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.

(v) Builders Risk (when applicable)

When any construction, including improvements, betterments, and/or repairs to real property, is undertaken, 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 is to be named as an additional insured and loss payee.

(vi) 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 this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

(vii) Valuable Papers

When any plans, designs, drawings, specifications, 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.

(viii) Pollution Liability (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 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 this 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 the insured party's acts or omissions, whether such liability is attributable to the insured party 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 party 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. The insured party's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

(xi) 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.

(x) Installation Floater (when applicable)

When any construction is undertaken, but there is no real property construction taking place, 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 is to be named as an additional insured and loss payee.

(xi) Marine Protection & Indemnity (when applicable)

When Developer undertakes any marine operation in connection with this Agreement, 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 is to be named as an additional insured.

(c) Post Construction:

(i) All Risk Property

All Risk Property Insurance at replacement value of the Property to protect against loss of, damage to, or destruction of the Facility. The City is to be named as an additional insured and loss payee/mortgagee if applicable.

(d) Other Requirements:

Evidence of Insurance. Developer must furnish the City certificates of insurance and additional insured endorsement, or other evidence of insurance (the "Certificate of Insurance" or "COI"), 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 this Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the COI are in compliance with all requirements of this 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 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. Developer must advise all insurers of this Agreement's 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 this 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 Developer's liability or responsibility nor does it relieve Developer of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or this Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. 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 Developer.

Waiver of Subrogation. 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 Developer's insurer(s).

Developers Insurance Primary. All insurance required of Developer under this Agreement shall be endorsed to state that Developer's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Developer's Liabilities. The coverages and limits furnished by the Developer in no way limit the Developer's liabilities and responsibilities specified within this 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 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 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 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 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 Developer. If Developer desires additional coverages, the Developer will be responsible for the acquisition and cost.

Insurance required of Contractor and Subcontractors. Developer must require Contractor and subcontractors to provide the insurance required herein, or Developer may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in this Agreement. The Developer is responsible for ensuring that each Contractor and Subcontractor has named the City as an additional insured where required, as well as

specifically naming the City 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 subsection (d), Other Requirements. When requested by the City, the Developer must provide to the City Certificate 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 Developer's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in this 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. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees in any manner relating or arising out of:

(i) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) Developer's or any contractor's failure to pay General Contractors, subcontractors or materialmen in connection with the TIF-Funded Improvements or any other Project improvement; or

(iii) the existence of any material misrepresentation or omission in this Agreement, any official statement, limited offering memorandum or private placement memorandum or the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by Developer or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of Developer or any Affiliate of Developer; or

(iv) Developer's failure to cure any misrepresentation in this Agreement or any other agreement relating to this Agreement;

provided, however, that Developer shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The

provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

14.01 Books and Records. Developer shall keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to Developer's loan statements, if any, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at Developer's expense. Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by Developer with respect to the Project.

14.02 Inspection Rights. Upon three (3) business days' notice, Developer shall permit any authorized representative of the City access to all portions of the Project and the Property during normal business hours for the Term of the Agreement.

SECTION 15. DEFAULT AND REMEDIES

15.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 15.03, shall constitute an "Event of Default" by Developer under this Agreement:

(a) Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;

(b) Developer fails to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;

(c) Developer makes or furnishes to the City any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or

non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for Developer, for any substantial part of Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) any judgment or order is entered against Developer and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) an event of default occurs under the Lender Financing, if any, which default is not cured within any applicable cure period;

(i) the dissolution of Developer (prior to issuance of Certificate);

(j) a criminal proceeding (other than a misdemeanor) is instituted in any court against Developer or any natural person who owns a material interest in Developer and is not dismissed within thirty (30) days, or Developer or any natural person who owns a material interest in Developer is indicted for any crime (other than a misdemeanor);

(k) before the expiration of the Term of the Agreement, a majority of the ownership interests of Developer are sold or transferred (other than a Permitted Transfer or a sale or transfer to an Affiliate of Developer) without the prior written consent of the City;

(l) Developer or any party that is a Controlling Person (defined in Section 1-23-010 of the Municipal Code) with respect to Developer fails to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code; such failure shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer;

(m) Developer fails to provide the City with an Annual Compliance Report within sixty (60) days of when it is due, as set forth in Section 8.20; or

(n) Developer fails to obtain the Certificate prior to the third anniversary of the Closing Date.

For purposes of Sections 15.01(i) and 15.01(j), a person with a material interest in Developer shall be one having a direct or indirect beneficial interest (including ownership) exceeding 10% of Developer.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of the City Funds disbursed pursuant to the City TIF Forgivable Loan, and/or seek reimbursement of any City Funds

disbursed pursuant to the City TIF Forgivable Loan, and/or accelerate the City TIF Forgivable Loan as set forth in this Section 15.02 below. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, foreclosure of the Junior Mortgage, injunctive relief or the specific performance of the agreements contained in this Agreement or under the Junior Mortgage.

Upon the occurrence of an Event of Default under Section 15.01(m), for which neither notice nor opportunity for cure shall be provided, Developer shall be obligated to pay to the City the amount of \$10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by Developer shall not relieve Developer of its obligation under Section 8.20.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, (Sustainable Development Policy), the City's remedy shall be the right to reduce the amount of City Funds by \$250,000.

For an Event of Default caused by failing to provide the City with an Annual Compliance Report within the time period specified in Section 15.01(m) hereof, in addition to any other remedy the City may choose to pursue, Developer shall be required to pay to City \$10,000, as liquidated damages, which such payment shall be required no more often than once per calendar year.

15.03 Curative 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. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has started to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. **Notwithstanding anything in this Agreement to the contrary, the only cure period for an Event of Default under the Commercial Occupancy Covenant is described in Section 15.03(b).**

(b) If an Event of Default under the Commercial Occupancy Covenant occurs, Developer shall be entitled to two non-consecutive one-year cure periods (each being a "Commercial Cure Period") during the Term of the Agreement. In order to rely on a Commercial Cure Period, Developer shall provide irrevocable written notice accompanying the Annual Compliance Report. If Developer does not provide this written notice, Developer shall not be entitled to rely on the Commercial Cure Period and will not have an opportunity to cure the default. There shall be no Commercial Cure Period with respect to any other event of default pursuant to Section 15.01 other than the cure rights set forth in Section 15.03(a). If Developer cures a default within a Commercial Cure Period, then the Term of the Agreement with respect to the Commercial

Project shall be extended by one year. If two defaults have occurred under the Commercial Occupancy Covenant and each has been cured, then any subsequent default under the Commercial Occupancy Covenant shall constitute an Event of Default without notice or opportunity to cure.

15.04 Additional Notice and Cure Rights. 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 Investor Member and each of the lenders providing Lender Financing at the addresses in Section 17, and Investor Member 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 Investor Member 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 Property or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing, if any, and which are Permitted Liens are referred to in this Agreement as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." The City and Developer agree as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall

be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) If any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest under this Agreement in accordance with Section 18.14 (Assignment), the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer" under this Agreement; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued before such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest under this Agreement, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

(c) Throughout the Term of the Agreement, 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.

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: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: 105 Adams Development LLC 150 South Bloomingdale Road, Suite 200 Bloomingdale, Illinois 60108 Attention: _____
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division	With Copies To: Taft Law 111 East Wacker Drive, Suite 2600 Chicago, Illinois 60601 Attn: Liz Butler And to: Lender:

	Attention: _____
	Investor Member

	Attention: _____

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

18.01 Amendment. This Agreement and its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify, or supplement the Redevelopment Plan without the consent of any party to this Agreement. No material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days. Any extension to the time agreed for performance by Developer granted under this Section 18.01 is in addition to any extension granted under Section 3.04.

18.02 Entire Agreement. This Agreement (including each Exhibit attached to this Agreement, which is hereby incorporated into this Agreement by reference) constitutes the entire agreement between the parties to this Agreement and it supersedes all prior agreements, negotiations, and discussions between the parties relative to the subject matter of this Agreement.

18.03 Limitation of Liability. No member, official or employee of the City shall be personally liable to Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

18.04 Further Assurances. Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

18.05 Waiver. Waiver by the City or Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or Developer in writing. No delay or omission on the part of a party in exercising any right shall operate as a waiver of such right or any other right unless pursuant to the specific terms of this Agreement. A waiver by a party of a provision of this Agreement shall not prejudice or constitute a waiver of such party's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by a party, nor any course of dealing between the parties to this Agreement, shall constitute a waiver of any such parties' rights or of any obligations of any other party to this Agreement as to any future transactions.

18.06 Remedies Cumulative. The remedies of a party under this Agreement are cumulative and the exercise of any one or more of the remedies provided for in this Agreement shall not be construed as a waiver of any other remedies of such party unless specifically so provided in this Agreement.

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

18.08 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.09 Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included in this Agreement and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.10 Conflict. In the event of a conflict between any provisions of this Agreement and the provisions of the TIF Ordinances, such ordinance(s) shall prevail and control.

18.11 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

18.12 Form of Documents. All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given, or determined by the City, DPD or the Commissioner in writing and in the

reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents, and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Developer may not sell, assign, or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment, or other disposal of this Agreement at any time in whole or in part.

18.15 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided in this Agreement) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided in this Agreement). Except as otherwise provided in this Agreement, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations under this Agreement. The individual or entity relying on this Section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above.

18.17 Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, 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 Developer has locations in the State. Failure by Developer to provide such notice as described above may result in the termination of all or a part of the payment or reimbursement obligations of the City set forth in this Agreement.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party to this Agreement agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, and the United States District Court for the Northern District of Illinois.

18.19 Costs and Expenses. In addition to and not in limitation of the other provisions of this Agreement, Developer agrees to pay upon demand the City's out-of-pocket expenses, including attorney's fees, incurred in connection with the enforcement of the provisions of this

Agreement. This includes, subject to any limits under applicable law, attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services. Developer also will pay any court costs, in addition to all other sums provided by law.

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement, or the transactions contemplated hereby.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

105 ADAMS DEVELOPMENT LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

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 Marc Calabria (the "Representative"), personally known to me to be the Manager of 105 Adams Development 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 _____, ____.

Notary Public

My Commission Expires _____

(SEAL)

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 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 _____, ____.

Notary Public

My Commission Expires _____

[(Sub)Exhibit "A" referred to in this 105 Adams Development LLC Redevelopment Agreement constitutes Exhibit "B" to ordinance and printed on pages 31548 through 31556 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this 105 Adams Development LLC Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To 105 Adams Development LLC Redevelopment Agreement)

Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)¹

		Total Project	MBE/WBE	TIF Eligibles
1.0-4.0	Total Acquisition Costs	\$10,775,000		\$10,775,000
Hard Costs				
G total	<i>Building Sitework</i>	\$0	\$0	\$0
A total	<i>Substructure</i>	\$0	\$0	\$0
B total	<i>Shell</i>	\$14,226,535	\$14,226,535	\$14,226,535
C total	<i>Interiors</i>	\$28,955,658	\$28,955,658	\$28,955,658
D total	<i>Services</i>	\$38,504,572	\$38,504,572	\$38,504,572
E total	<i>FFE</i>	\$6,291,822		
F total	<i>Special Construction & Demolition</i>	\$7,008,244	\$7,008,244	\$7,008,244
Z total	<i>Hard Cost Contingency</i>	\$19,899,813	\$19,899,813	
	Total Hard Costs	\$114,886,644	\$108,594,822	\$88,695,009
	<i>Percentage of Eligible Hard Costs</i>			77.2%
Soft Costs				
1.1	<i>Architecture & Engineering</i>	\$1,450,000		\$1,450,000
1.2-1.5	<i>Other Professional Services</i>	\$16,582,949		\$12,802,400
2.0 total	<i>Construction Management</i>	\$14,874,699		\$11,483,594
3.0 total	<i>Permits & Titles</i>	\$2,264,311		
4.0 total	<i>Construction Equipment, Rentals & Tools</i>	\$0		
5.0 total	<i>Developer Fee</i>	\$6,010,752		\$4,640,432
6.0 total	<i>Soft Cost Contingency</i>	\$145,000		
7.0 total	<i>General Conditions & Requirements</i>	\$16,521,737		\$12,755,143
8.0 total	<i>Overhead & Profit</i>	\$0		\$0
	Total Soft Costs	\$57,849,448		\$43,131,570
Total		\$183,511,092	\$108,594,822	\$142,601,579
	<i>Project MBE Total at 26%</i>		\$28,234,654	
	<i>Project WBE Total at 6%</i>		\$6,515,689	

Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03.

¹ The MBE/WBE budget is an estimate calculated as of the Closing Date. The final amounts will be based on the final hard construction costs of the Project.

(Sub)Exhibit "C".
(To 105 Adams Development LLC Redevelopment Agreement)

Lists Of Prior Expenditures.

[Not Attached For Ordinance Purposes.]

SETTLEMENT AGREEMENT REGARDING CASE OF *DANIELLE YOUNG V. CITY OF CHICAGO.*

[Or2025-0019542]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Danielle Young v. City of Chicago*, cited as Case Number 2023 L 6688 (Or2025-0019542), in the amount of \$125,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one (1) dissenting vote made by Alderperson Raymond Lopez on September 15, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, 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 -- 48.

Nays -- Alderperson Lopez -- 1.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Danielle Young v. City of Chicago*, cited as Case Number 2023 L 6688, in the amount of \$125,000.

SETTLEMENT AGREEMENT REGARDING CASE OF VINCENT MILLER V.
DANNY MEI AND CITY OF CHICAGO.

[Or2025-0019543]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Vincent Miller v. Danny Mei and the City of Chicago*, cited as Case Number 23 L 7130 (Or2025-0019543), in the amount of \$350,000, having 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 September 15, 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, 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 -- 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: *Vincent Miller v. Danny Mei and the City of Chicago*, cited as Case Number 23 L 7130, in the amount of \$350,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *JEROME TILLIS V. CITY OF CHICAGO, SHAWN HOWD AND LAYETTE FOUNTAIN.*

[Or2025-0019546]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following

case: *Jerome Tillis v. City of Chicago, Shawn Howd and Layette Fountain*, cited as Case Number 22 L 5089 (Or2025-0019546), in the amount of \$350,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with four (4) dissenting votes made by Alderperson Marty Quinn (13th Ward), Alderperson Raymond Lopez (15th Ward), Alderperson Felix Cardona (31st Ward) and Alderperson Nicholas Sposato (38th Ward) on September 15, 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, Gutiérrez, Coleman, Moore, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 45.

Nays -- Alderpersons Quinn, Lopez, Cardona, Sposato -- 4.

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: *Jerome Tillis v. City of Chicago, Shawn Howd and Layette Fountain*, cited as Case Number 22 L 5089, in the amount of \$350,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *IN RE: FORMER SGT. RONALD WATTS* (NORTHERN DISTRICT OF ILLINOIS).

[Or2025-0019547]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *In Re: Former Sgt. Ronald Watts* (Northern District of Illinois) (Or2025-0019547), in the amount of \$90,000,000, having 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 September 15, 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, 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 -- 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: *In Re: Former Sgt. Ronald Watts* (Northern District of Illinois), in the amount of \$90,000,000.

[List of plaintiffs in this settlement agreement printed on
pages 31622 through 31626 of this *Journal*.]

Count	Case No.	Plaintiff(s)
1	1:17-cv-02877	Lionetta White, Special Administrator of the Estate of Lionel White, Sr. (deceased)
2	1:17-cv-05156	Powell, Bruce
3	1:18-cv-03474	Renee Forney as Special Administrator of the Estate of Robert Forney (deceased)
4	1:18-cv-03477	Shenault Sr., Angelo
5	1:18-cv-03478	Shenault Jr., Angelo
6	1:18-cv-05119	Gibbs, Marcus
7	1:18-cv-05121	Alexis Woods, Independent Administrator of the Estate of Allen Jackson (deceased)
8	1:18-cv-05122	Sanders, Jamell
9	1:18-cv-05123	James, Shaun
10	1:18-cv-05124	Jefferson, Thomas
11	1:18-cv-05125	Saunders, Frank
12	1:18-cv-05126	McDaniels, Anthony
13	1:18-cv-05127	McNairy, Andre
14	1:18-cv-05128	Scott, Christopher
15	1:18-cv-05129	Rainey, Lee
16	1:18-cv-05130	Smith, Taurus
17	1:18-cv-05131	Thomas, Henry
18	1:18-cv-05132	Tiesha Williams, Special Administrator of the Estate of Phillip Thomas (deceased)
19	1:18-cv-05133	Lakecia Anderson, Administrator of the Estate of Lionel White, Jr. (deceased)
20	1:18-cv-08182	Jefferson, Goleather
21	18 L 11132	Lewis, Jamar
22	1:19-cv-00127	Blair, Harvey
23	1:19-cv-00128	Curtis, Joshua
24	1:19-cv-00129	Henderson, Rickey
25	1:19-cv-00131	Victoria Ollie, Special Administrator of the Estate of George Ollie (deceased)
26	1:19-cv-00132	Wilbourn, Vondell
27	1:19-cv-00133	Margaret Thomas, Special Administrator of the Estate of Nephus Thomas (deceased)
28	1:19-cv-01082	Allen, Landon
29	1:19-cv-01084	Glover, Cleon
30	1:19-cv-01088	Hunt, Brian

31	1:19-cv-01089	Warren, Gregory
32	1:19-cv-01090	Bell, Deandre
33	1:19-cv-01091	Wise, Martez
34	1:19-cv-01092	Mario Moore, Independent Administrator of the Estate of James Moore (deceased)
35	1:19-cv-01093	Amanda Parker, Independent Administrator of the Estate of Mister Pearson (deceased)
36	1:19-cv-01094	Coleman, Bobby
37	1:19-cv-01095	Lomax, Larry
38	1:19-cv-01097	Martin, Willie
39	1:19-cv-01098	Almond, George
40	1:19-cv-01099	Colvin, Craig
41	1:19-cv-01100	Hicks, Kenneth
42	1:19-cv-01103	Thompson Jr., Lapon
43	1:19-cv-01104	Weekly Jr., Isaac
44	1:19-cv-01105	Willis, Deon
45	1:19-cv-02346	Coleman, Jermaine
46	1:19-cv-02347	Sims, Germin & Lindsey, Robert
47	1:19-cv-03316	Byrd, Darron
48	1:19-cv-03317	Carter, Raynard
49	1:19-cv-03320	Lewis, Derrick
50	1:19-cv-03322	Katrina Crawford, Independent Administrator of the Estate of Gregory Dobbins (deceased)
51	1:19-cv-03324	Harvey, Sydney
52	1:19-cv-03325	Payne, Cordero
53	1:19-cv-03326	Johnson, Zarice
54	1:19-cv-03327	Wilbourn, Kim
55	1:19-cv-07232	Lockett, Jesse
56	1:19-cv-07552	Lewis, Jamar
57	1:20-cv-00935	Stokes, Jabal
58	1:20-cv-01896	Adams, Demetris
59	1:20-cv-01897	Moye, Terrence
60	1:20-cv-02914	Ali, Chauncey
61	1:20-cv-02917	Farris, Christopher
62	1:20-cv-02918	Harrison, Stefon
63	1:20-cv-02922	Vickey Nile, Independent Administrator of the Estate of JaJuan Nile (deceased)
64	1:20-cv-02925	Potts, Hasaan
65	1:20-cv-02926	Mayberry, David
66	1:20-cv-02927	Molette, Gregory
67	1:20-cv-02928	Robinson, Calvin
68	1:20-cv-03228	Mays, Anthony

69	1:20-cv-04716	Stokes, Alhumma
70	1:21-cv-01550	Bonner, Catrina
71	1:21-cv-01551	Johnson, Trinere
72	1:21-cv-02499	Mapp, Derrick
73	1:21-cv-02517	Bradley, Antwan
74	1:21-cv-02518	Morris, Jermaine
75	1:21-cv-04798	Giles, Marc
76	1:21-cv-04813	Herron, Tyron
77	1:21-cv-05088	Michael Newman, as Independent Administrator of the Estate of Lloyd Newman (deceased)
78	1:21-cv-05215	Harris, Eveless
79	1:21-cv-05218	Holmes, David
80	1:21-cv-06037	Patrick, Bryant
81	1:22-cv-00674	Roberts, Clifford
82	1:22-cv-00790	Howard, Darnell
83	1:22-cv-02643	Young, Gregory
84	1:22-cv-03694	Champagne, Terrell
85	1:22-cv-04603	Perkins, Jarvis
86	1:22-cv-04604	Martin, Darnell
87	1:22-cv-04670	Boyd, Darryl
88	1:22-cv-04677	Woods, D'Andra
89	1:22-cv-04699	Lewis, Sherman
90	1:22-cv-04728	Owens, Keith
91	1:22-cv-04733	Conley, Michael
92	1:22-cv-04763	Bell, Jimmie
93	1:22-cv-04768	Anderson, Deonta
94	1:22-cv-04769	Bradley, Javon
95	1:22-cv-04866	Turner, Christopher
96	1:22-cv-04873	Owens, Ron
97	1:22-cv-04918	Green, Kimberly Watkins
98	1:22-cv-05345	Lewis, Earl
99	1:22-cv-05346	Abbott, Cinque
100	1:22-cv-05347	Fears, Jerome
101	1:22-cv-05348	Walker, David
102	1:22-cv-05349	Newell, Lolita & Scales, Richard
103	1:22-cv-05431	Bynum, Jerome & Crawford, William
104	1:22-cv-05433	Coleman, Laurance
105	1:22-cv-05436	Davis, Corey
106	1:22-cv-05437	Bolden, Percy
107	1:22-cv-05439	Brown, Jason
108	1:22-cv-05441	Brayboy, Glen

109	1:22-cv-05681	Walls, Dorian
110	1:22-cv-05688	Williams, LeRoy
111	1:22-cv-05701	Leaks, Marie
112	1:22-cv-05760	Hinton, Larry & Hinton, Roy
113	1:22-cv-05761	Cooper, Tracy & Rickey Walker, Special Administrator of the Estate of Erica Goree (deceased)
114	1:22-cv-05762	Gayles, Anthony
115	1:22-cv-05763	Flagg, Michael
116	1:22-cv-05772	Madison, Lonnell
117	1:22-cv-05777	Tara Mays, as Independent Administrator of the Estate of Russ Lipscomb (deceased)
118	1:22-cv-05778	Haynes, Gregory
119	1:22-cv-05779	Ivory, Torrence
120	1:22-cv-05790	Claybon, Lugene
121	1:22-cv-05792	Hall, Darryl
122	1:22-cv-05794	Beal, Teshema
123	1:22-cv-05796	Bush, Sean
124	1:22-cv-05797	Fenton, Tyrone
125	1:22-cv-05798	Hogans, Terrance
126	1:22-cv-05800	Smith, Tyree
127	1:22-cv-05801	Saunders, Leonard
128	1:22-cv-05802	Thomas, Walter
129	1:22-cv-05805	Shelton, Stephen
130	1:22-cv-05810	Wilkins, Theodore
131	1:22-cv-05842	Coleman, Jermaine
132	1:22-cv-05844	Key, George & Nash, Thomas
133	1:22-cv-05845	Randolph, James
134	1:22-cv-05847	Thompson, Joseph
135	1:22-cv-05892	Walker, Derek
136	1:22-cv-05893	White, Antoine
137	1:22-cv-05894	Williams, John
138	1:22-cv-05895	Wright, Anthony
139	1:22-cv-05902	Holmes, Dwayne
140	1:22-cv-05903	Anderson, Herbert
141	1:22-cv-05978	Allen, Crystal
142	1:22-cv-05980	Evans, Dionte
143	1:22-cv-05981	Fenton, Joey
144	1:22-cv-05983	Sims, Oliver
145	1:22-cv-05989	Johnson, Sherman
146	1:22-cv-05990	Washington, Mahlik

147	1:22-cv-05991	Wright Jr., Anthony
148	1:22-cv-05994	Wright, Joseph
149	1:22-cv-05999	Gresham, Lakiya
150	1:22-cv-06045	Harris, Maurice
151	1:22-cv-06046	Harris, Darnell
152	1:22-cv-06050	Roberson Jr., Willie
153	1:22-cv-06394	Culverson, Damien
154	1:22-cv-06396	Johnson, Charles
155	1:22-cv-06975	Breeland, Vernell
156	1:22-cv-06995	Baker, Anthony
157	1:22-cv-06996	Willis, Dexter
158	1:22-cv-06999	Jones, Christopher
159	1:22-cv-07001	King, Joshua
160	1:22-cv-07025	Shannon, Rasaan
161	1:22-cv-07026	Moore, Elgen
162	1:22-cv-07028	Johnson, Donald
163	1:22-cv-07032	Hendricks, Sonny
164	1:22-cv-07036	Haywood, Anthony
165	1:22-cv-07043	Goodwin, Darnell
166	1:22-cv-07047	Claybron, Eson
167	1:22-cv-07052	Gaines, Brian
168	1:23-cv-00104	Irving, Melvin
169	1:23-cv-00106	Slaughter, Charles
170	1:23-cv-03144	Jones, Isiah
171	1:23-cv-03298	Wright, Ervin
172	1:23-cv-14364	Perry, Joseph
173	1:23-cv-14864	Delphi, Maurice
174	1:24-cv-02167	Roberts, Joseph
175	1:24-cv-10830	Potts, Cameo
176	1:25-cv-02414	Griffin, Alonzo

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[SOr2025-0019553]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred a substitute order for payments of various small claims against the City of Chicago (SOr2025-0019553), having 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 September 15, 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, 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 -- 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 pages 31628
and 31629 of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims

Last Name	First Name	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)								
DIRKS	BRENT M	CHICAGO	IL	60647	04/10/2025	\$1,000.00	Claimant	2412 W. LYNDALE ST.
ENRIQUEZ	RICARDO	CHICAGO	IL	60632	04/30/2025	\$697.74	Claimant	4018 S. BRIGHTON PL.
FERRUZ	JAVIER	CHICAGO	IL	60641	02/21/2025	\$1,170.00	Claimant	4338 W. BARRY AVE.
FERRUZ	JAVIER	CHICAGO	IL	60641	02/21/2025	\$130.00	DEPARTMENT OF REVENUE	4338 W. BARRY AVE.
HUGHES	TOMMIE	CHICAGO	IL	60628	04/11/2025	\$1,750.00	Claimant	9600 S. KING DR.
MONDT	LOIS	CHICAGO	IL	60614	02/11/2025	\$450.00	Claimant	1800 - 08 W. DIVERSEY
STALLARD	STEVEN	CHICAGO	IL	60618	04/12/2025	\$1,850.00	Claimant	4029 N. ALBANY AVE.
Total of Split Claims:				Number	Amount			
	7				\$7,047.74			
Claimant Type Desc: Vehicle(8)								
AHMED	JAMILA	CHICAGO	IL	60626	01/10/2025	\$185.44	Claimant	5567 W. DEVON AVE.
ALLSTATE INS	LAYTH 078146740	DALLAS	TX	75266	01/17/2025	\$857.40	Claimant	3400 W. LAWRENCE AVE.
ALLSTATE	AARON M.	DALLAS	TX	75266	01/22/2025	\$932.58	Claimant	3100 W. TOUHY AVE.
AMERICAN	LIU, MANDI Q	MADISON	WI	537830001	02/06/2025	\$919.68	Claimant	1555 W 33RD STREET
AROKIARAJ	JOSEPH	WARRENVILLE	IL	60555	03/16/2025	\$234.05	Claimant	500 EAST LL WACKER DR
BISCEGLIE	VANESSA	SKOKIE	IL	60077	12/17/2024	\$163.95	Claimant	3811 N. SOUTHPORT AVE.
CHO	RICHARD	CHICAGO	IL	60632	06/05/2025	\$76.44	Claimant	3775 S. ARCHER AVE.
COLBY	REBECCA	CHICAGO	IL	60611	03/04/2025	\$390.00	Claimant	1015 N. MICHIGAN
CSM ASO O/B/O	ECEVARRIA, E	RICHARDSON	TX	75080	10/09/2024	\$1,683.36	Claimant	4104 N. MEADE AVE.
CSM ASO O/B/O	ECEVARRIA, E	RICHARDSON	TX	75080	10/09/2024	\$60.00	DEPARTMENT OF REVENUE	4104 N. MEADE AVE.
DARYANI	PAYAL	CHICAGO	IL	60611	03/01/2025	\$251.34	Claimant	1600 N LAKE SHORE DRIVE
DOWNIE	ASHLYNN	CHICAGO	IL	60614	02/24/2025	\$204.47	Claimant	1603 N DUSABLE LAKE
FROHNAUER	EDWARD	CHICAGO	IL	60657	03/21/2025	\$111.10	Claimant	4663 N WESTERN AVE
GEICO	NANCYANNE	MACON	GA	31296	01/19/2024	\$1,909.40	Claimant	4838 N. NAGLE AVE.
GEICO INS ASO	KATHERINE	FREDERICKSBUR VA	VA	22412	03/14/2025	\$1,531.73	Claimant	3608 N. BOSWORTH AVE.
GIBSON	CHRISTOPHER	CHICAGO	IL	60640	05/23/2025	\$176.00	Claimant	2601 N WESTERN AVE
GILL	KATRINA	CHICAGO	IL	60614	05/15/2025	\$128.67	Claimant	1049 W. NORTH AVE.

9/25/2025

REPORTS OF COMMITTEES

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Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
KOLTONOW	ANDREW		CHICAGO	IL	60626	06/16/2025	\$89.20	Claimant	4850 N. ASHLAND AVE.
KOURTIS	KOSTANTINO		CHICAGO	IL	60657	09/19/2024	\$360.08	Claimant	3200 N LAKE SHORE DRIVE
KUCERA	RAYMOND		ELBURN	IL	60119	05/29/2025	\$584.64	Claimant	1300 S. UNION AVE.
McKENNIE	DEMETRIUS		CHICAGO	IL	60707	01/15/2025	\$462.58	Claimant	5931 W CORCORAN PL
MELGAREJO-	RITA		CHICAGO	IL	60616	04/21/2025	\$387.58	Claimant	276 W. 18TH ST.
MICHAEL	HAVERTY		CHICAGO	IL	60657	04/27/2025	\$91.39	Claimant	3200 N LAKE SHORE DRIVE
MISLEH	JAMAL		CHICAGO	IL	60638	04/24/2025	\$236.35	Claimant	2640 S. DAMEN AVE.
MULLIGAN	COLLEEN		CHICAGO	IL	60631	01/14/2025	\$442.58	Claimant	5700 W. DEVON AVE.
MYALLS	JONATHON		CHICAGO	IL	60618	05/25/2025	\$144.37	Claimant	2314 W ADDISON STREET
NITSCH	MARTIN		CHICAGO	IL	60655	04/05/2025	\$228.13	Claimant	11149 S. MAPLEWOOD
NYE	STEVEN		HOMETOWN	IL	60456	05/27/2025	\$156.38	Claimant	9835 S. LEAVITT ST.
POHN	EDWARD		CHICAGO	IL	60657	04/16/2025	\$219.95	Claimant	3240 N. LAKE SHORE
RAMIREZ	JOSE		CHICAGO	IL	60629	01/05/2025	\$998.80	DEPARTMENT OF REVENUE	5659 S. ROCKWELL ST.
RAMIREZ	JOSE		CHICAGO	IL	60629	01/05/2025	\$721.23	Claimant	5659 S. ROCKWELL ST.
SAFEWAY INS	ELEAZAR		WESTMONT	IL	60559	01/13/2024	\$1,977.82	Claimant	3603 W. SCHOOL ST.
SAVIC	JELENA		CHICAGO	IL	60634	04/21/2025	\$110.65	Claimant	6501 W. IRVING PARK RD.
STRONG	MARC		LINCOLNSHIRE	IL	60609	03/05/2025	\$86.77	Claimant	919 N MICHIGAN AVE
SUK	JOOHYUN		CHICAGO	IL	60631	06/12/2025	\$193.18	Claimant	7300 W PALATINE AVE.
TAYLOR	LIANNA		WHEELING	IL	60090	01/06/2025	\$1,480.00	Claimant	4813 N. LECLAIRE AVE.
TORRES	MIGUEL		CHICAGO	IL	60639	01/10/2025	\$135.00	DEPARTMENT OF REVENUE	2416 N. KILPARTICK AVE.
TORRES	MIGUEL		CHICAGO	IL	60639	01/10/2025	\$1,097.44	Claimant	2416 N. KILPARTICK AVE.
VIVEROS	XITLALI		DES PLAINES	IL	60016	11/22/2024	\$1,094.17	Claimant	5759 N. NAGLE AVE.
Total of Split Claims:		Number	Amount						
		39	\$21,095.90						
Total of Split Claims:		Number	Amount						
		46	\$28,143.64						

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[SCL2025-0019552]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred sundry claims for various refunds (SCL2025-0019552), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said substitute claims for payment.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes, on September 15, 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

[List of denied claimants printed on pages 31631
through 31633 of this *Journal*.]

City Of Chicago

Denied Claims by Claim Name

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
ABDI, HASSAN M.		4/20/25 12:00 AM	07/16/2025	2025371567	CTA (CHICAGO TRANSIT AUTHORITY) - (312) 581-3095
ACEVEDO ORTIZ, TERESA I.		6/3/25 12:00 AM	07/25/2025	2025371543	CLAIM OVER \$2,500. REFERRED TO CHICAGO CLAIMS UNIT,
AHMED, DANIYAL I		5/2/25 12:00 AM		2025371473	THE BUREAU OF TRAFFIC SERVICES HAS REVIEWED THE
ALEJANDREZ, STEPHANIE		6/19/25 12:00 AM	07/16/2025	2025371548	TORT LIABILITY
ALIOTO, ROCCO J.		2/17/25 12:00 AM	03/12/2025	2025371262	CLAIMANT PAID OUT BY DEPARTMENT (STARR INDEMNITY &
ALL STATE A/S/O DIXON-JOHNSON,		8/1/24 12:00 AM	01/15/2025	2024371191	NO RESPONSE
ALL STATE INS A/S/O LINDA		12/18/23 12:00 AM	07/17/2024	2023370714	TORT LIABILITY
AMATO, MICHAEL J		6/16/25 12:00 AM		2025371589	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF THE TREE
ANDERSON, DEBORAH C.		5/16/25 12:00 AM	07/16/2025	2025371537	NO RESPONSE
AUGUST, BRETT A.		1/13/25 12:00 AM	05/07/2025	2025371414	TORT LIABILITY
BABARZ, ADAM M		4/2/25 12:00 AM	07/16/2025	2025371598	PLEASE CONTACT 311, CDOT AT 312-744-1746 OR EMAIL
BERTUCCI, KIMBERLY A.		1/1/99 12:00 AM	06/16/2025	1995371606	NO RESPONSE
BLEJSKI, DANIEL E.		4/5/24 12:00 AM	09/18/2024	2024370845	NO RESPONSE
BRYANT, VALERIA N.		9/13/24 12:00 AM	10/30/2024	2024371061	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
CAO, YANG		9/23/24 12:00 AM	02/19/2025	2024371217	NO RESPONSE
CARTER, DOROTHY		11/2/24 12:00 AM	12/13/2024	2024371153	NO RESPONSE
CARTER, NICOLE R.		4/27/25 12:00 AM	07/16/2025	2025371561	OPEN AND OBVIOUS
CASE, KEVIN		5/2/25 12:00 AM	07/16/2025	2025371588	TORT LIABILITY
CAVAZOS, SARAH E.		5/14/25 12:00 AM	06/30/2025	2025371602	TORT LIABILITY
CHO, RICHARD		6/5/25 12:00 AM		2025371584	DUPLICATE CLAIM
CLARK, AUDREY		3/20/25 12:00 AM	05/21/2025	2025371474	DSS DENIES CLAIM 2025371474. THE CLAIM FILE DOES NOT
CROSSTOWN FIBER		11/8/24 12:00 AM	05/21/2025	2024371422	THE DEPARTMENT OF WATER MANAGEMENT IS NOT
CULLINA, ANDREW J.		5/15/25 12:00 AM	07/16/2025	2025371552	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF THE TREE
DOWD, AMANDA B.		2/18/25 12:00 AM	03/12/2025	2025371276	CLAIMANT REFUSED PAYOUT AMOUNT.
DRAPALUK, PETR		12/4/24 12:00 AM	01/15/2025	2024371169	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
EFUWAPE, ADELEKE A		2/3/25 12:00 AM		2025371544	VEHICLE IN CLAIM WAS TOWED AND IMPOUNDED 3RD PARTY
FORTENBERRY, KERRY B.		6/9/24 12:00 AM	10/09/2024	2024370974	NO RESPONSE
FRANKLIN, GAIL D.		1/15/25 12:00 AM	03/12/2025	2025371281	NO RESPONSE FROM CLAIMANT
GEICO CASUALTY A/S/O		1/12/24 12:00 AM	07/17/2024	2024370730	NO RESPONSE
GIRVEN, RICK		6/18/25 12:00 AM	07/16/2025	2025371582	TORT LIABILITY
GOODWIN, AMY		5/10/25 12:00 AM	07/16/2025	2025371569	TORT LIABILITY
GROSSMAN, DOROTHY		6/6/25 12:00 AM	06/16/2025	2025371523	TORT LIABILITY
GUACHICHULCA, EDWIN R.		2/17/25 12:00 AM	04/16/2025	2025371354	NO RESPONSE
GUMBERT, HAYDEN J.		5/17/25 12:00 AM	06/18/2025	2025371495	THE BUREAU OF TRAFFIC SERVICE HAS REVIEWED THE CLAIM
GUTIERREZ, JOSE F.		6/1/24 12:00 AM	07/17/2024	2024370742	NO RESPONSE
HALPER, ALEXIS		4/29/25 12:00 AM	06/18/2025	2025371525	TORT LIABILITY
HARRIS, CONSTANCE M.		12/28/24 12:00 AM	01/15/2025	2024371172	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
HERNANDEZ, DAVID		11/19/24 12:00 AM	12/13/2024	2024371117	THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE

Denied Date: 09/25/2025				
Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number
HSIEH, JAMES		6/26/25 12:00 AM	07/16/2025	2025371565
JONES WEST, MYRTLE L.		6/23/25 12:00 AM	07/16/2025	2025371594
KILPATRICK, ANGELA M.		8/18/24 12:00 AM	03/12/2025	2024371261
KINARD, CHRISTINA I		5/8/25 12:00 AM	07/16/2025	2025371587
LINDE, MICHAEL		12/28/23 12:00 AM	07/16/2025	2023371572
LOVING, NATHANIEL		7/8/24 12:00 AM	08/18/2024	2024370809
LOZA, YURI D.		10/25/24 12:00 AM	07/16/2025	2024371607
MASAEV, TAMERLAN		5/29/25 12:00 AM	07/16/2025	2025371550
MOORE, REGINALD A		4/22/25 12:00 AM	12/02/2024	2025371541
NAVARRO, PEDRO		10/30/24 12:00 AM		2024371077
NIERMAN, MICHAEL A		5/28/25 12:00 AM		2025371575
NOWAK, KRISTOFER		10/1/24 12:00 AM	12/13/2024	2024371115
OCHOTORENA, FRITZINN B.		2/25/25 12:00 AM	05/21/2025	2025371435
OGUTUGA, CLAUDIUS		4/2/25 12:00 AM	06/18/2025	2025371529
PARRISH, JACOB M.		5/29/25 12:00 AM	07/16/2025	2025371574
PERILLO, JOSEPH		9/24/24 12:00 AM	10/09/2024	2024370963
PRATT, ROBERT W		8/17/25 12:00 AM		2025371542
REESE, DONALD		3/5/25 12:00 AM		2025371566
ROCUNANT, DIANA		5/15/25 12:00 AM	07/16/2025	2025371535
SCHMIDT, CHERYL L.		2/2/25 12:00 AM	06/18/2025	2025371527
SEDGWICK ASO PALMER, JULLIAN		7/12/24 12:00 AM	12/02/2024	2024371119
SEVIER, JESSE A.		6/3/25 12:00 AM	07/16/2025	2025371536
SF4 LLC A/S/O VENABLE, AUGHTY		4/28/25 12:00 AM	06/18/2025	2025371491
SHACKELFORD, ELLEVE L		3/28/25 12:00 AM		2025371560
SIX, MARY ELLEN E.		2/19/25 12:00 AM	03/12/2025	2025371270
SMITH, TAMI M.		5/15/25 12:00 AM	07/16/2025	2025371554
STANTON, ANGELA M.		5/12/24 12:00 AM	01/15/2025	2024371212
STATE FARM MUTUAL AS/O		5/13/24 12:00 AM	09/18/2024	2024370825
STATE FARM MUTUAL INSURANCE		12/2/24 12:00 AM	04/16/2025	2024371289
STONE, KAREN R		5/19/25 12:00 AM		2025371591
TARVER, TAMARA L.		5/29/25 12:00 AM	06/18/2025	2025371528
THOMPSON, JACQUELINE E.		10/13/24 12:00 AM	12/02/2024	2024371113
TRACY, SHELLY A.		2/4/25 12:00 AM	06/18/2025	2025371528
TRAMMER, DEENA		1/15/24 12:00 AM	04/17/2024	2024370458
TRICHAK, ANGELIQUE M.		3/30/25 12:00 AM	07/16/2025	2025371576
WALLACE, SHANITA M.		4/7/25 12:00 AM	07/16/2025	2025371563
WALLIS, KATHRYN R.		4/9/25 12:00 AM	07/16/2025	2025371546
WILLIAMS, JOANN		12/27/24 12:00 AM		2024371555
WILLIAMS, RACHEL S.		5/12/24 12:00 AM	10/30/2024	2025371555
WISSEH, FRANKLIN J.		1/13/25 12:00 AM	05/07/2025	2024371038
WORKMAN, ESTHER S		4/17/25 12:00 AM		2025371365
WROBLEWSKA, MARZANNA		11/7/24 12:00 AM		2025371598
				2024371551

TORT LIABILITY
 CLAIMANT NOT ABLE TO PROVIDE PAID RECEIPT FOR
 TORT LIABILITY
 TORT LIABILITY & STATUTE OF LIMITATIONS HAS EXPIRED FOR
 NO RESPONSE
 TORT LIABILITY
 CONTACT STARR INSURANCE: CLAIRE PELLETIER, CLAIMS
 TORT LIABILITY-CITY IS NOT LIABLE FOR TREE DAMAGE
 NO RESPONSE
 TORT LIABILITY
 THE BUREAU OF FORESTRY DOES NOT ACCEPT
 TORT LIABILITY
 TORT LIABILITY
 NO RESPONSE
 TORT LIABILITY
 TORT LIABILITY
 THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF THE TREE
 ILLINOIS STATE TOLL HIGHWAY AUTHORITY (630) 241-6800
 NO RESPONSE
 CLAIM PAID OUT BY VENDOR RISK MGT FOR FLEET MGT
 TORT LIABILITY
 NO RESPONSE
 THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF THE TREE
 NO RESPONSE
 NO RESPONSE
 VEHICLE IN CLAIM WAS TOWED AND IMPOUNDED 3RD PARTY
 TORT LIABILITY
 TORT LIABILITY
 THE DAMAGE IN THE CLAIM WAS NOT A RESULT OF TREE
 TORT LIABILITY
 NO RESPONSE
 TORT LIABILITY
 CONTACT THE VILLAGE OF CALUMET PARK PUBLIC WORKS
 TORT LIABILITY
 OPEN AND OBVIOUS, COMPARATIVE NEGLIGENCE AND
 NO RESPONSE
 HE REPORTING COMMANDER HAS REVIEWED THIS INCIDENT
 TORT LIABILITY
 OPEN AND OBVIOUS, COMPARATIVE NEGLIGENCE AND

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REPORTS OF COMMITTEES

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Claimant Name	Claimant Address	Incident Date	Denied Date: 09/25/2025		Claim Number	Denial Reason
			Introduced to City Council	Denied to City Council		
WRONKE, GERALDINE V.		11/6/9 12:00 AM	01/15/2025		1999371603	NO RESPONSE
YOUNG, STEPHEN P		6/7/25 12:00 AM			2025371597	OPEN AND OBVIOUS, THIRD PARTY PERMIT
ZATAIMEH, ABDULRAHEEM G.		12/15/24 12:00 AM	07/16/2025		2024371566	TORT LIABILITY
ZUNGU, BUSILE H.		10/27/24 12:00 AM	01/15/2025		2024371209	NO RESPONSE

Placed On File -- ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMIT.

[F2025-0019548]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a proposed order authorizing Charitable Solicitation on the public way (Tag Day) permit for the Salvation Army North and Central Illinois Division, citywide, from November 1, 2025 through December 24, 2025 (F2025-0019548), having 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 September 15, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the said proposed order transmitted with the foregoing committee report was *Placed on File*.

Placed On File -- VERDICT, JUDGMENT AND SETTLEMENT REPORTS FOR MONTHS OF JULY AND AUGUST 2025.

[F2025-0019554]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 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

months of July and August 2025 (F2025-0019554), having 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 September 15, 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 reports were *Placed on File*.

Re-Referred -- AMENDMENT OF TITLES 2 AND 5 OF MUNICIPAL CODE BY ADDING NEW CHAPTERS 2-48 AND 5-25 REGARDING SAFETY AND WELFARE OF SENIORS, INCLUDING ABILITY TO LIVE INDEPENDENTLY AND RIGHTS TO PRIVACY.

[O2025-0018701]

The Committee on Finance submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance amending Title 5 of the Municipal Code by adding new Chapter 2-48 and Chapter 5-25, Senior Bill of Rights (O2025-0018701), introduced by Alderperson Jeanette Taylor (20th Ward), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer* the proposed ordinance transmitted herewith to a Joint Committee comprised of the members of the Committee on Housing and Real Estate and the members of the Committee on the Budget and Government Operations.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on September 15, 2025.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to a Joint Committee comprised of the members of the Committee on Housing and Real Estate and the members of the Committee on the Budget and Government Operations.*

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

REDEVELOPMENT AGREEMENT WITH R.A.G.E. ECONOMIC UPLIFTMENT PROJECT LLC TO PROVIDE NEIGHBORHOOD OPPORTUNITY FUNDS FOR IMPROVEMENTS AT 1210 W. 59TH ST.

[O2025-0018767]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 25, 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 R.A.G.E. Upliftment Project LLC to provide Neighborhood Opportunity Funds for improvements at 1210 West 59th Street located in the 16th Ward (O2025-0018767), 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, 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 -- 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, Section 16-14-010, et seq., of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to: (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall, economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner of Planning and Development (the "Commissioner") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to: (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises;

(b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, The Department of Planning and Development ("DPD") has determined that the applicant named in Exhibit A attached hereto (the "Grantee") meets the requirements of the NOF Ordinance and is eligible to receive a NOF grant for the project described in Exhibit A, in the amount and under the terms and conditions set forth in Exhibit A (the "Grant"); and

WHEREAS, DPD has recommended that the City Council of the City approve the Grant to the Grantee; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute a redevelopment agreement with the Grantee and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

SECTION 3. NOF proceeds in the amount set forth in Exhibit A are hereby appropriated for the purposes described herein.

SECTION 4. To the extent that any ordinance, resolution, rule, order or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 5. This ordinance shall be in full force and effect from and after the date of its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
(To Ordinance)

Redevelopment Agreement With R.A.G.E. Economic Upliftment Project LLC.
(Medium Community Development Grant)

R.A.G.E. ECONOMIC UPLIFTMENT PROJECT, LLC REDEVELOPMENT AGREEMENT
(Medium Community Development Grant)

This R.A.G.E. Economic Upliftment Project, 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	Section 10 Indemnification
Signature Page	Section 11 Default and Remedies
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Section 5 Conditions Precedent	Exhibit C Insurance Requirements
Section 6 Completion of Construction or Rehabilitation	Exhibit D Requisition Form
Section 7 Covenants/Representations/Warranties of Developer	Exhibit E Annual Compliance Report
Section 8 Maintaining Records and Right to Inspect	Exhibit F Construction Compliance
Section 9 Environmental Matters	Exhibit G Escrow Agreement, if applicable

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition										
Closing Date (preamble)											
Developer (preamble)	R.A.G.E. Economic Upliftment Project, LLC , an Illinois limited liability company										
Project	The Developer will (a) acquire and complete a gut rehabilitation of the vacant 2-story commercial building located at 1210 West 59th Street Chicago, Illinois 60636 (as further described below in <u>Exhibit A</u> , the "Property") into an approximately 7,950 square foot commercial development and (b) lease the development for the following purposes: 1) offices for the Resident Association of Greater Englewood, which is an Illinois not-for-profit corporation and the Developer's sole member, to support neighborhood programs; 2) a new location for Majani, a dine-in vegan restaurant; and 3) offices and a training facility for E'Clat, a security firm.										
Ordinance Date (Recitals)	[DATE OF ORDINANCE APPROVING THIS AGREEMENT]										
Commencement Date (3.01)	INSERT										
Completion Date (3.01)	INSERT										
Estimated Project Cost (4.01)	\$ 6,397,265										
Base Grant	\$2,500,000										
Local Residency Bonus (4.05(b))	n/a										
Local Hiring Funds (4.05(a))	n/a										
NOF Funds (Definitions)	\$2,500,000										
Funding Sources (4.01)	<table border="1"> <thead> <tr> <th>Funding Source</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>Equity</td><td>\$1,925,000</td></tr> <tr> <td>Lender Financing</td><td>\$1,972,265</td></tr> <tr> <td>Capital Grant (Base Grant + Local Residency Bonus)</td><td>\$2,500,000</td></tr> <tr> <td>TOTAL</td><td>\$6,397,265</td></tr> </tbody> </table>	Funding Source	Amount	Equity	\$1,925,000	Lender Financing	\$1,972,265	Capital Grant (Base Grant + Local Residency Bonus)	\$2,500,000	TOTAL	\$6,397,265
Funding Source	Amount										
Equity	\$1,925,000										
Lender Financing	\$1,972,265										
Capital Grant (Base Grant + Local Residency Bonus)	\$2,500,000										
TOTAL	\$6,397,265										
Trade Names (5.05)	n/a										
Certificate Deadline (6.05)	[THE DATE 2 YEARS AFTER THE EXECUTION OF THE NOF CLOSING DATE]										

Term (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)	<u>If to the Developer:</u> R.A.G.E. Economic Upliftment Project, LLC 6623 South Union Avenue, Unit 1 Chicago, Illinois 60621 <u>Attention:</u> Asiaha Butler, CEO with a copy to Holley & Pearson-Farrer LLP 444 W. Lake Street, Suite 1700, Chicago, IL 60606 <u>Attention:</u> Charles Holley <u>If to the City:</u> City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 <u>Attention:</u> Commissioner with a copy to City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> 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.

R.A.G.E. ECONOMIC UPLIFTMENT PROJECT, LLC,
an Illinois limited liability company

by: **RESIDENT ASSOCIATION OF GREATER ENGLEWOOD,**
an Illinois not-for-profit corporation,
its sole member

By: _____
Name: Asiaha Butler
Title: CEO

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 Asiaha Butler (the "Representative"), personally known to me to be the CEO of Resident Association of Greater Englewood, an Illinois not-for-profit corporation, which is the sole member of R.A.G.E. Economic Upliftment Project, 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)

9/25/2025

REPORTS OF COMMITTEES

31643

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 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.

"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" 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 Law(s)" means any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code of the City of Chicago; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Equity" 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 1.1 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.

"Hazardous Building Material Survey" shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Property to determine the presence and location of polychlorinated-

biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

"Hazardous Materials" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Hazardous Substance" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"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.

"Lease" shall mean, individually or collectively, as context may require, the leases dated on or about the date hereof between the Developer and any Tenants, pursuant to which the Developer shall, among other matters, lease any portion of the Property for the Project.

"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.

"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, 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, 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.

"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 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.*).

"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 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 \$6,397,265, 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 \$6,397,265.

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 [intentionally omitted]

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of Capital Grant as described in Sections 4.04 and 4.05, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement, or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.07 Preconditions of Disbursement. Prior to disbursement of NOF Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.08 Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit H hereto sets forth the prior expenditures approved by DPD as of the date hereof as Prior Expenditures. Prior Expenditures made for items other than City-Funded Improvements shall not be reimbursed to Developer but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer.

4.09 Cost Overruns. If the aggregate cost of NOF-Funded Improvements exceeds NOF Funds available pursuant to Section 4.02 hereof, or if the cost of completing the Project exceeds the Estimated Project Cost, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the Project.

4.10 Conditional Grant. NOF Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The NOF Funds are subject to being reimbursed as provided in Section 11.02.

SECTION 5. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

5.01 Project Budget. DPD must have approved the Project Budget.

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing to complete the Project.

5.04 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured in at least the amount of NOF Funds, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition acceptable to the City in its sole discretion.

5.05 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name and any Trade Names as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC/Fixture search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.06 Environmental. As outlined in Section 9, prior to conducting any work that could constitute renovation, demolition, or abatement under the Environmental Laws ("abatement work") on or within an existing physical structure located on the Property, Developer covenants to conduct a Hazardous Building Material Survey and submit the results to the City for review.

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 Lease. Complete copies of each Lease, and all other written agreements, if any, setting forth the parties' understandings relating to the Developer's leasing of the Property and any financial agreements between the parties relating to the Property or the Lease shall have been delivered to the City.

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 Developer has executed leases for not less than seventy five percent (75%) of the net leasable square footage of the Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- Evidence acceptable to DPD in the form of a closeout letter from the Department of Housing's Bureau of Construction and Compliance stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit 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, 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;

(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 operate the Project and Property as leasable commercial real estate available for office and retail purposes (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

Hazardous Building Material Survey

The Developer will conduct a Hazardous Building Material Survey of the Property prior to conducting any work that could constitute renovation, demolition, or abatement under the Environmental Laws ("abatement work") on or within an existing physical structure located on the Property. The Hazardous Building Material Survey shall include (but is not limited to):

- asbestos and lead-based paint surveys,
- testing and visually inspecting and, as necessary, testing the Property to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids),
- mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges),
- radioactive material-containing equipment and/or waste,
- medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes),
- refrigerants such as chlorofluorocarbons (CFCs),
- large appliances or equipment,
- mold, or,
- any other materials that may require special handling or disposal during or after renovation, demolition, or abatement work.

The Hazardous Building Material Survey must discuss each of the Hazardous Building Materials listed above and state whether or not they were identified. The Survey must document the type, location, quantity, and condition of each Hazardous Building Material that is identified.

Any Hazardous Building Materials that will be impacted by renovation or demolition activities, or are in poor or unstable condition, must be properly abated. A report documenting the Hazardous Building Material Survey results and an abatement plan shall be submitted to the City for review prior to beginning any renovation, demolition, or abatement work. Please note that abatement does not necessarily require removal and disposal of materials. Alternative methods to stabilize or prevent access to materials may be utilized if appropriate.

The Developer will incorporate the results of the Hazardous Building Material Survey into its Project documents and perform abatement work as part of the Project in accordance with all Environmental Laws. A report documenting the completion of the abatement work shall be submitted to the City prior to approval of the Property for occupancy. If abatement work activities are not deemed sufficient by the City, the Developer shall continue work at their own expense until approved.

The Developer acknowledges that, except in the case of information specifically designated by the Developer to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys, Illinois Environmental Protection Agency Site Remediation Program submittals, or similar environmental documents relating to the property publicly available, and Developer consents to the City's publication of those documents.

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all Losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any Losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 10. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 11. DEFAULT AND REMEDIES

11.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 7 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

- (a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;
- (b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;
- (c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;
- (e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;
- (f) the entry of any judgment or order against the Developer or the Property which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;
- (g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement; or
- (h) in the event the Developer relocates the business without the prior written consent of the City during the Term of the Agreement.

11.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, may suspend disbursement of NOF Funds and may seek reimbursement of NOF Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy.

11.03 Cure Period. In the event Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the

contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant; 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 R.A.G.E. Economic Upliftment Project LLC
unavailable at time of printing.]

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this Redevelopment Agreement
with R.A.G.E. Economic Upliftment Project LLC read as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement With R.A.G.E. Economic
Upliftment Project LLC)

Legal Description Of The Property.

Legal Description:

Lots 1 to 4 in Centre Avenue being in the southeast quarter of the northwest quarter (except railroad) in Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

1210 West 59th Street
Chicago, Illinois 60636.

Permanent Index Number ("PIN"):

20-17-131-023-0000.

(Sub)Exhibit "B".
(To Redevelopment Agreement With R.A.G.E. Economic
Upliftment Project LLC)

Project Budgets.

	<u>Project Budget</u>	<u>MBE/WBE Budget</u>	<u>NOF-Funded Improvements NOF - Eligible Budget</u>
Acquisition	\$ 35,000		\$ 35,000
Hard Costs			
Site Preparation/Excavation	\$ 582,550	\$ 582,550	\$ 582,550
Selective Building Demolition	\$ 235,000	\$ 235,000	\$ 235,000
Special Construction	\$ 1,551	\$ 1,551	\$ 1,551
Superstructure	\$ 466,500	\$ 466,500	\$ 466,500
Exterior Enclosure	\$ 674,000	\$ 674,000	\$ 674,000
Plumbing/FP	\$ 401,000	\$ 401,000	\$ 401,000
Fire Protection	\$ 120,000	\$ 120,000	\$ 120,000
Electrical	\$ 158,850	\$ 158,850	\$ 158,850
HVAC	\$ 314,500	\$ 314,500	\$ 314,500
Masonry	\$ -	\$ -	\$ -
Elevator	\$ 145,000	\$ 145,000	\$ 145,000
Interior Finishes	\$ 196,368	\$ 196,368	\$ 196,368
Stairs	\$ 25,000	\$ 25,000	\$ 25,000
Roofing	\$ 200,000	\$ 200,000	\$ 200,000
Interior Construction	\$ 453,054	\$ 453,054	\$ 453,054
Fixtures	\$ 50,000	\$ 50,000	\$ 50,000
General Contractor fees	\$ -	\$ -	\$ -
General Conditions	\$ 415,585	\$ 415,585	\$ 415,585
General Requirements	\$ 88,779	\$ 88,779	\$ 88,779
CM Fee	\$ -	\$ -	\$ -
Hard Cost Contingency	\$ 240,448	\$ -	\$ -
Total Hard Costs	\$ 4,768,185	\$ 4,527,737	\$ 4,527,737
Soft Costs/Fees			
Architecture & Engineering	\$ 333,570	\$ -	\$ -
Land and Real Estate Fees	\$ 29,475	\$ -	\$ -
Finance and Accounting	\$ 25,500	\$ -	\$ -
Advertising and Public Relations	\$ 5,000	\$ -	\$ -
Permits and Titles	\$ 34,000	\$ -	\$ -
Additional Work and Studies	\$ 29,860	\$ -	\$ -
Developer Fee	\$ 75,000	\$ -	\$ -
Project Management	\$ 209,561	\$ -	\$ -
Construction Insurance	\$ 50,000	\$ -	\$ -
Local and State Taxes	\$ 15,000	\$ -	\$ -
Overhead	\$ 443,896	\$ -	\$ -
Profit	\$ 133,169	\$ -	\$ -
Soft Cost Contingency	\$ 210,049	\$ -	\$ -
Total Soft Costs	\$ 1,594,080	\$ -	\$ -
TOTAL	\$ 6,397,265	\$ 4,527,737	\$ 4,562,737
		MBE 26% \$ 1,177,212	
		WBE 6% \$ 271,664	

(Sub)Exhibit "C".
(To Redevelopment Agreement With R.A.G.E. Economic
Upliftment Project 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
R.A.G.E. Economic Upliftment Project LLC)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, [Name Of Individual Signing The Requisition Form], [Title] of R.A.G.E. Economic Upliftment Project LLC (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.

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.

R.A.G.E. Economic Upliftment Project LLC

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____, 20____.

Notary Public

My commission expires: _____

* Editor's note: Lettering sequence error; (F) missing in original document.

[illegible]

[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 R.A.G.E. Economic
Upliftment Project LLC)

Annual Compliance Report.

*R.A.G.E. Economic Upliftment Project LLC Neighborhood
Opportunity Fund Redevelopment Agreement
The RE-Up On 59th And Racine.*

Dated as of [Insert Date]

[Insert Year] Annual Compliance Report

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), R.A.G.E. Economic Upliftment Project LLC ("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.

R.A.G.E. Economic Upliftment
Project LLC

[Insert Date]

(Sub)Exhibit "F".
(To Redevelopment Agreement With R.A.G.E. Economic
Upliftment Project 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 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, 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 five (5) 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 a MBE or

a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this 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.

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2025 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2025-0019573]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 25, 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 Annual Appropriation Ordinance Year 2025 amendment within Fund Number 925 (O2025-0019573), 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, 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 -- 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 Department of Housing has been awarded federal grant funds in the amount of \$1,000,000 by the United States Department of Housing and Urban Development for the Community Project Funding program; and

WHEREAS, The City through its Department of Public Health has been awarded additional federal grant funds in the amount of \$1,413,690 by the United States Department of Health and Human Services for the Sexually Transmitted Disease Prevention program; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The amount of \$2,413,690 is hereby appropriated from Fund 925 -- Grant Funds for the year 2025. The 2025 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".
Amendment To The 2025 Appropriation Ordinance.
Estimate Of Grant Revenue For 2025

Code	Department And Item	Strike Amount	Add Amount	Department And Grant Name	Strike Amount 2025 Anticipated Grant	Add Amount 2025 Anticipated Grant	Strike Amount (2025 Total) Includes Anticipated Carryover	Add Amount (2025 Total) Includes Anticipated Carryover	Strike Amount (2025 Total)	Add Amount (2025 Total)
925F -- Federal Grant Fund		\$2,761,011,400	\$2,763,425,090							
021	Department Of Housing:									
925F	Community Project Funding		\$1,000,000			\$1,000,000			\$1,000,000	
041	Department Of Public Health:									
925F	Sexually Transmitted Disease Prevention	\$1,000,000	2,413,690						\$2,910,000	4,323,690

TRANSFER OF YEAR 2025 FUNDS FROM 2ND WARD ALDERMANIC EXPENSE ACCOUNT TO WAGE ALLOWANCE ACCOUNT.

[O2025-0018262]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, September 25, 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 2nd Ward Wage Allowance/Aldermanic Expense Account for Year 2025 (O2025-0018262), 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 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, 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 -- 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	0152302	9008	\$16,000	2

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wage Allowance	0100	0152302	0017	\$16,000	2

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 2 during said year.

SECTION 3. This ordinance shall be in full force and effect 10 days following its passage and publication.

COMMITTEE ON COMMITTEES AND RULES.

AMENDMENT OF RESOLUTION IDENTIFYING CHAIRS, VICE-CHAIRS AND MEMBERS OF STANDING COMMITTEES OF CITY COUNCIL OF CITY OF CHICAGO FOR 2023 -- 2027 TERM.

[R2025-0019840]

The Committee on Committees and Rules submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on September 25, 2025, considered the following resolution:

2. A resolution (R2025-0019840) amending the resolution identifying the Chairmen, Vice-Chairmen and members of standing committees of the City Council of the City of Chicago for the 2023 -- 2027 term.

This item was adopted by a voice vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, 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, 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 -- None.

The following is said resolution as adopted:

Be It Resolved by the City Council of the City of Chicago:

The resolution identifying the Chairmen, Vice-Chairmen, and members of standing committees of the City Council of the City of Chicago for the 2023 -- 2027 term is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

1. Committee On Aviation.

O'Shea (Chair), Curtis (Vice-Chair), Hopkins, Robinson, Dowell, Harris, Lee, Quinn, Lopez, Coleman, Rodríguez, Tabares, ~~Burnett~~ Burnett, Ervin, Cardona, Waguespack, Mitts, Sposato, Nugent, Napolitano.

2. Committee On The Budget And Government Operations.

Ervin (Chair), Lee (Vice-Chair), La Spata, Dowell, Robinson, Yancy, Mitchell, Harris, Beale, Ramirez, Quinn, Lopez, Moore, O'Shea, Mosley, Rodríguez, Scott, Sigcho-Lopez, ~~Burnett~~ Burnett, Taliaferro, Cardona, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Martin, Hadden, Silverstein.

3. Committee On Committees And Rules.

Harris (Chair), Hall (Vice-Chair), Cardona (Vice-Chair), Napolitano (Vice-Chair), La Spata, Hopkins, Dowell, Robinson, Yancy, Mitchell, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, ~~Burnett~~ Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein.

4. Committee On Contracting Oversight And Equity.

Mitts (Chair), La Spata (Vice-Chair), Dowell, Mitchell, Harris, Ramirez, Coleman, Taylor, ~~Burnett~~ Burnett, Ervin, Taliaferro, Villegas, Nugent, Gardiner.

5. Committee On Economic, Capital, And Technology Development.

Villegas (Chair), Mosley (Vice-Chair), La Spata, Hall, Mitchell, Chico, Lee, Gutiérrez, Lopez, Tabares, Cruz, Cardona, Waguespack, Mitts, Napolitano, Reilly, Manaa-Hoppenworth.

6. Committee On Education And Child Development.

Taylor (Chair), Clay (Vice-Chair), Yancy, Hall, Beale, Chico, Lee, Quinn, Gutiérrez, Coleman, O'Shea, Fuentes, Taliaferro, Rodríguez-Sánchez, Gardiner.

7. Committee On Environmental Protection And Energy.

Hadden (Chair), Knudsen (Vice-Chair), La Spata, Ramirez, Lopez, Tabares, Sigcho-Lopez, Cruz, Rodríguez-Sánchez, Conway, Reilly, Lawson, Clay, Martin, Manaa-Hoppenworth.

8. Committee On Ethics And Government Oversight.

Martin (Chair), Hadden (Vice-Chair), Lee, O'Shea, Taylor, Tabares, Scott, Taliaferro, Waguespack, Sposato, Nugent, Vasquez, Reilly, Lawson.

9. Committee On Finance.

Dowell (Chair), Conway (Vice-Chair), La Spata, Hopkins, Hall, Mitchell, Harris, Beale, Lee, Ramirez, Quinn, Lopez, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, ~~Burnett~~ Burnett, Ervin, Taliaferro, Cardona, Waguespack, Rodríguez-Sánchez, Quezada, Villegas, Mitts, Sposato, Vasquez, Reilly, Knudsen, Martin, Silverstein.

10. Committee On Health And Human Relations.

Rodríguez-Sánchez (Chair), Ramirez (Vice-Chair), Robinson, Yancy, Gutiérrez, Lopez, Sigcho-Lopez, Fuentes, Cruz, Quezada, Lawson, Manaa-Hoppenworth, Hadden.

11. Committee On Housing And Real Estate.

Sigcho-Lopez (Chair), Mitchell (Vice-Chair), La Spata, Dowell, Robinson, Harris, Quinn, Moore, Taylor, Tabares, Scott, Fuentes, ~~Burnett~~ Burnett, Rodríguez-Sánchez, Quezada, Villegas, Mitts, Clay, Manaa-Hoppenworth, Hadden.

12. Committee On Immigrant And Refugee Rights.

Vasquez (Chair), Taylor (Vice-Chair), Dowell, Gutiérrez, Rodríguez, Fuentes, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Quezada, Knudsen, Manaa-Hoppenworth, Hadden.

13. Committee On License And Consumer Protection.

Silverstein (Chair), Chico (Vice-Chair), Coleman, Moore, O'Shea, Scott, Cardona, Waguespack, Conway, Villegas, Mitts, Sposato, Napolitano, Reilly, Lawson, Gardiner, Clay, Martin.

14. Committee On Pedestrian And Traffic Safety.

La Spata (Chair), Cruz (Vice-Chair), Hopkins, Robinson, Yancy, Chico, Quinn, Moore, Curtis, ~~Burnett~~ Burnett, Ervin, Knudsen, Lawson, Martin, Manaa-Hoppenworth.

15. Committee On Police And Fire.

Taliaferro (Chair), Robinson (Vice-Chair), Hall, Mitchell, Lee, Curtis, Taylor, Mosley, Tabares, Ervin, Cardona, Sposato, Nugent, Napolitano, Knudsen, Gardiner, Clay, Silverstein.

16. Committee On Public Safety.

Hopkins (Chair), Yancy (Vice-Chair), Chico, Gutiérrez, Lopez, Curtis, Tabares, Sigcho-Lopez, Fuentes, Taliaferro, Sposato, Vasquez, Knudsen, Gardiner, Martin, Manaa-Hoppenworth, Hadden, Silverstein.

17. Committee On Special Events, Cultural Affairs, And Recreation.

Sposato (Chair), Scott (Vice-Chair), Hopkins, Robinson, Hall, Coleman, Curtis, O'Shea, Mosley, Rodríguez, Cruz, Waguespack, Conway, Nugent, Napolitano, Lawson, Gardiner, Silverstein.

18. Committee On Transportation And Public Way.

Mitchell (Chair), Vasquez (Vice-Chair), Hopkins, Yancy, Harris, Gutiérrez, Moore, Mosley, Rodríguez, Fuentes, Ervin, Waguespack, Conway, Nugent.

19. Committee On Workforce Development

Rodríguez (Chair), Gutiérrez (Vice-Chair), Yancy, Hall, Beale, Chico, Ramirez, Quinn, Coleman, Curtis, Taliaferro, Quezada, Sposato, Vasquez, Clay.

20. Committee On Zoning, Landmarks And Building Standards.

Burnett Vacant (Chair), Lawson (Vice-Chair), La Spata, Hopkins, Dowell, Hall, Harris, Beale, Ramirez, Moore, Mosley, Sigcho-Lopez, Fuentes, Burnett, Cruz, Conway, Quezada, Villegas, Reilly, Knudsen, Clay.

AMENDMENT OF RESOLUTION IDENTIFYING SERGEANT-AT-ARMS AND ASSISTANT SERGEANTS-AT-ARMS FOR 2023 -- 2027 TERM.

[R2025-0017555]

The Committee on Committees and Rules submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on September 25, 2025, considered the following resolution:

4. A resolution (R2025-0017555) amending the resolution identifying the Sergeant-at-Arms for the 2023 -- 2027 term by removing Leevater Purnell and adding Lincoln Hayes as Assistant Sergeant-at-Arms.

This item was adopted by a voice vote.

Respectfully submitted,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, 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, 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 -- None.

The following is said resolution as adopted:

Be It Resolved by the City Council of the City of Chicago:

The resolution identifying the Sergeant-at-Arms and the Assistant Sergeants-at-Arms of the City Council of the City of Chicago for the 2023 -- 2027 term is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

Alvin D. Starks	Sergeant-at-Arms
Anthony P. Harper	Assistant Sergeant-at-Arms
Javas McCall	Assistant Sergeant-at-Arms
~~Leevater Purnell~~ <u>Lincoln Hayes</u>	Assistant Sergeant-at-Arms

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

**APPOINTMENT OF HUGO AVILA AS MEMBER OF LITTLE VILLAGE COMMISSION
(SPECIAL SERVICE AREA NO. 25).**

[A2025-0018743]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends *Approval* of the appointment of Hugo Avila as a member of Special Service Area Number 25, the Little Village Commission (A2025-0018743), introduced on July 16, 2025, by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Hugo Avila 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF CLAUDIA P. RODRIGUEZ AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2025-0018742]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends *Approval* of the reappointment of Claudia P. Rodriguez as a member of Special Service Area Number 25, the Little Village Commission (A2025-0018742), introduced on July 16, 2025, by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Claudia P. Rodriguez 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF ROSA HARAF AS MEMBER OF UPTOWN COMMISSION
(SPECIAL SERVICE AREA NO. 34).

[A2025-0018744]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends *Approval* of the appointment of Rosa Haraf as a member of Special Service Area Number 34, the Uptown Commission (A2025-0018744), introduced on July 16, 2025, by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Rosa Haraf as a member of the Uptown Commission (Special Service Area Number 34) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF PAMELA FLOWERS-THOMAS AS MEMBER OF 87TH STREET
BUSINESS CORRIDOR COMMISSION (SPECIAL SERVICE AREA NO. 81).

[A2025-0018745]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends *Approval* of the appointment of Pamela Flowers-Thomas as a member of Special Service Area Number 81, the 87th Street Business Corridor Commission (A2025-0018745), introduced on July 16, 2025, by the Honorable Brandon Johnson, Mayor.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Pamela Flowers-Thomas as a member of the 87th Street Business Corridor Commission (Special Service Area Number 81) 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, 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 -- 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. 47, COTTAGE GROVE/47TH STREET.

[O2025-0018768]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends passage of an ordinance (O2025-0018768), authorizing the amendment to 2025 Service Provider Agreement and budget for Special Service Area Number 47, Cottage Grove/47th Street, introduced on July 16, 2025, by the Honorable Brandon Johnson, Mayor, 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, with no dissenting vote.

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, 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 -- 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 19542 through 19546, 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 Quad Communities Development Corporation, NFP, 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 \$80,000; 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. 47.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
47	3.00 percent	\$388,452	47 th Street and Cottage Grove Special Service Area Commission	Quad Communities Development Corporation, NFP

Establishment Ordinance:

Date: November 12, 2008

Journal pages: pages 45869 through 45943.

Amendment(s) to Establishment Ordinance:

Date: December 13, 2017

Journal pages: pages 62805 through 62822.

Attached Budget reads as follows:

Exhibit "A-1".

Budget.

	Special Service Area # 47
SSA Name:	Cottage Grove/47th Street

AMENDED 2025 BUDGET SUMMARY

Budget and Services Period: January 1, 2025 through December 31, 2025

CATEGORY (Funded Categories Comprise Scope of Services)	2024 Levy		Carryover Funds	TIF Rebate Fund #A71	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$105,500	\$5,984	\$0	\$0	\$0	\$111,484
2.00 Public Way Aesthetics	\$166,500	\$0	\$0	\$105,252	\$0	\$271,752
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$0	\$0	\$0	\$0	\$0	\$0
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$37,568	\$0	\$0	\$0	\$0	\$37,568
7.00 Personnel	\$72,900	\$0		\$0	\$0	\$72,900
Sub-total	\$382,468	\$5,984				
GRAND TOTALS	Levy Total	\$388,452	\$0	\$105,252	\$0	\$493,704

LEVY ANALYSIS	
Estimated 2024 EAV	\$35,327,192
Authorized Tax Rate Cap	3.000%
Maximum Potential Levy limited by Rate Cap	\$1,059,816
Requested 2024 Levy Amount	\$388,452
Estimated Tax Rate to Generate 2023 Levy	1.0996%

PUBLIC HEARING FOR TERMINATING ORIGINAL SPECIAL SERVICE AREA NUMBER 17 AND CREATING NEW SPECIAL SERVICE AREA 17-2025 FOR 15-YEAR TERM OF 2025 THROUGH 2039.

[O2025-0019748]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends passage of an ordinance for a public hearing terminating original SSA Number 17 and creating new Special Service Area 17-2025 for a 15-year term of 2025 through 2039 (O2025-0019748), which was introduced on September 23, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in 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, 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 -- 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, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time, and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On November 16, 2011, the City Council of the City of Chicago (the "City Council") enacted an ordinance, as amended by an ordinance enacted by the City Council on November 16, 2016, which established an area known and designated as City of Chicago Special Service Area Number 17 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in tax year 2011 through and including tax year 2025, not to exceed an annual rate of 0.25 percent (0.25%) of the equalized assessed value of the taxable property therein (the "Original Services Tax" to provide certain special services in and for the Original Area in addition to the services provided by and to the City of Chicago (the "City") generally; and

WHEREAS, The City now desires to terminate the authorization of the levy of the Original Services Tax in the Original Area; and

WHEREAS, The City Council finds: (a) that it is in the public interest that consideration be given to (i) terminating the authorization of the levy of the Original Services Tax for the Original Area; (ii) the establishment of a new area to be known and designated as City of Chicago Special Service Area Number 17-2025 (the "Area"); and (iii) the authorization of a special annual services tax for a period of fifteen (15) years, not to exceed an annual rate of 0.390 percent (0.390%) within the Area (the "Services Tax") for the provision of certain special services as set forth herein; (b) that the Area is contiguous; and (c) that the proposed special services are in addition to municipal services provided by and to the City generally, and it is, therefore, in the best interests of the City that the creation of the Area and the levy of the Services Tax within the Area for the proposed special services to be provided be considered; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing") to consider: (i) terminating the authorization of the levy of the Original Services Tax for the Original Area; (ii) the establishment of a new area to be known and designated as City of Chicago Special Service Area Number 17-2025 (the "Area"); and (iii) the authorization of a special annual services tax for a period of fifteen (15) years, not to exceed an annual rate of 0.390 percent (0.390%) within the Area (the "Services Tax"). The Services Tax shall be authorized to be levied in tax years 2025 through and including 2039. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2025 is \$931,371. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business

development, public health and safety programs, and other activities to promote commercial and economic development which will be hereinafter referred to collectively as the "Special Services". The Special Services shall be in addition to services provided to and by the City generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Clark Street from Byron Street to Fletcher Street; Belmont Avenue from Racine Avenue to Halsted Street; Diversey Parkway from Sheffield Avenue to Halsted Street; Sheffield Avenue from Irving Park Road to Diversey Parkway; Addison from Clark Street to Reta Avenue; Irving Park Road from Sheffield Avenue to Fremont Street; and Waveland Avenue from Clark Street to Sheffield Avenue.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area Number 17-2025.

Notice is hereby given that at ____ o'clock __M., on the ____ day of _____, 2025 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Finance of the City Council of the City of Chicago to consider: (i) terminating the authorization of the levy of the Original Services Tax for the Original Area; (ii) the establishment of a new area to be known and designated as City of Chicago Special Service Area Number 17-2025 (the "Area"); and (iii) the authorization of a special annual services tax for a period of fifteen (15) years, not to exceed an annual rate of 0.390 percent (0.390%) within the Area (the "Services Tax"). The Services Tax under consideration shall be authorized to be levied in tax years 2025 through and including 2039. The purpose of creating the Area shall be to provide special services within the Area, which may include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.390 percent (0.390%) of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2025 is \$931,371. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Clark Street from Byron Street to Fletcher Street; Belmont Avenue from Racine Avenue to Halsted Street; Diversey Parkway from Sheffield Avenue to Halsted Street; Sheffield Avenue from Irving Park Road to Diversey Parkway; Addison from Clark Street to Reta Avenue; Irving Park Road from Sheffield Avenue to Fremont Street; and Waveland Avenue from Clark Street to Sheffield Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing, and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this ____ day of _____, 2025.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 5. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.**Legal Description And Permanent Index Numbers For Special Service Area No. 17-2025.*

THAT PART OF THE EAST LHALF OF THE NORTHWEST QUARTER OF SECTION 20, THE EAST HALF OF SECTION 20 AND THE EAST HALF OF SECTION 29, ALL IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF RACINE AVENUE WITH THE CENTERLINE LINE OF BELMONT AVENUE, BEING ALSO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE NORTH ALONG SAID CENTERLINE OF RACINE AVENUE TO THE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOTS 21 AND 28 IN BLOCK 8 OF BAXTER'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE EAST ALONG THE SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOTS 21 AND 28 AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF CLIFTON AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF CLIFTON AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 19 IN BLOCK 7 OF BAXTER'S SUBDIVISION AFORESAID;

THENCE EAST ALONG THE AFORESAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 19 AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLIFTON AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLIFTON AVENUE TO THE WESTERLY EXTENSION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 28 IN BLOCK 7 OF BAXTER'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 28 IN BLOCK 7 OF BAXTER'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF SEMINARY AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF SEMINARY AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 19 IN BLOCK 6 OF BAXTER'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 19 AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SEMINARY AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SEMINARY AVENUE TO THE CENTERLINE OF THE 15 FOOT WIDE ALLEY NORTH OF BELMONT AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF THE 15 FOOT WIDE ALLEY NORTH OF BELMONT AVENUE AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF KENMORE AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF KENMORE AVENUE TO THE SOUTH LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY IN BLOCK 2 OF GEORGE CLEVELAND'S SUBDIVISION OF LOT 3 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY IN BLOCK 2 OF GEORGE CLEVELAND'S SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SEMINARY AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SEMINARY AVENUE TO THE CENTERLINE OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF ROSCOE AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF ROSCOE AVENUE TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF NEWPORT AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF NEWPORT AVENUE TO THE SOUTHEASTERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET;

THENCE NORTHWESTERLY ALONG SAID SOUTHEASTERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF ADDISON STREET;

THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF ADDISON STREET TO THE EASTERLY LINE OF THE CHICAGO MILWAUKEE ST. PAUL & PACIFIC RAILROAD IN BLOCK 2 OF ERNST J. LEHMANN'S SUBDIVISION OF LOT 4 IN ASSESSOR'S DIVISION AFORESAID;

THENCE SOUTHWESTERLY ALONG SAID EASTERLY LINE OF THE CHICAGO MILWAUKEE ST. PAUL & PACIFIC RAILROAD IN BLOCK 2 OF ERNST J. LEHMANN'S SUBDIVISION TO THE CENTERLINE OF EDDY STREET;

THENCE WEST ALONG SAID CENTERLINE OF EDDY STREET TO THE WESTERLY LINE OF THE CHICAGO MILWAUKEE ST. PAUL & PACIFIC RAILROAD;

THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF THE CHICAGO MILWAUKEE ST. PAUL & PACIFIC RAILROAD TO THE SOUTH LINE; NO VACATED ALLEY ADJACENT TO RAILROAD RIGHT OF WAY EXISTS; LINE SPLITS PINS 14-20-400-021 AND 14-20-400-022 OF THE VACATED 16 FOOT WIDE ALLEY SOUTH OF ADDISON STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE VACATED 16 FOOT WIDE ALLEY SOUTH OF ADDISON STREET AND THE WESTERLY EXTENSION THEREOF TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN BLOCK 2 OF ERNST J. LEHMANN'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN BLOCK 2 OF ERNST J. LEHMANN'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF ADDISON STREET;

THENCE EAST ALONG SAID CENTERLINE OF ADDISON STREET TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN TALBOT'S SUBDIVISION OF THAT PART OF BLOCK 13 LYING WEST OF GREEN BAY ROAD (NOW CLARK STREET) IN LAFLIN, SMITH & DYER'S SUBDIVISION OF THE NORTHEAST QUARTER (EXCEPT 1.28 ACRES AT THE NORTHEAST CORNER) IN SECTION 20 AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND NORTH AND NORTHWESTERLY ALONG THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN TALBOT'S SUBDIVISION TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 8 IN TALBOT'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG THE SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 8 IN TALBOT'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WAVELAND AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF WAVELAND AVENUE TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN EMILY E. FORDYCE'S SUBDIVISION OF THAT PART EAST OF RACINE AVENUE OF BLOCK 8 IN THE EDSON SUBDIVISION IN THE NORTH HALF OF SECTION 20 AFORESAID;

THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN EMILY E. FORDYCE'S SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF WAVELAND AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF WAVELAND AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE

CENTERLINE OF RACINE AVENUE, BEING ALSO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE NORTH ALONG SAID CENTERLINE OF RACINE AVENUE AND THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 20 TO THE CENTERLINE OF CLARK STREET;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF CLARK STREET TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 95 IN BLOCK 8 OF THE SUBDIVISION OF BLOCK 7 AND THAT PART WEST OF RACINE AVENUE OF BLOCK 8 OF EDSON'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 95 IN BLOCK 8 OF THE SUBDIVISION OF BLOCK 7 AND THAT PART WEST OF RACINE AVENUE OF BLOCK 8 OF EDSON'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET;

THENCE NORTHERLY ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF GRACE STREET;

THENCE WEST ALONG SAID CENTERLINE OF GRACE STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 51 FEET OF LOTS 26 TO 28 IN THE SUBDIVISION OF BLOCK 2 OF EDSON'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF THE WEST 51 FEET OF LOTS 26 TO 28 IN THE SUBDIVISION OF BLOCK 2 OF EDSON'S SUBDIVISION TO THE SOUTHERLY LINE OF LOT 29 IN THE SUBDIVISION OF BLOCK 2 OF EDSON'S SUBDIVISION AFORESAID;

THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF LOT 29 IN THE SUBDIVISION OF BLOCK 2 OF EDSON'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN BLOCK 2 AFORESAID;

THENCE NORTHWESTERLY ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN BLOCK 2 TO THE SOUTHERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 36 IN THE SUBDIVISION OF BLOCK 2 OF EDSON'S SUBDIVISION AFORESAID;

THENCE ALONG A PART OF LOTS 36, 37 AND 38 IN THE SUBDIVISION OF BLOCK 2 OF EDSON'S SUBDIVISION THE FOLLOWING 7 COURSES AND DISTANCES:

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY EXTENSION AND THE SOUTHERLY LINE OF LOT 36 IN THE SUBDIVISION OF BLOCK 2 OF EDSON'S SUBDIVISION TO A POINT 61.25 FEET NORTHEASTERLY OF THE SOUTHWESTERLY CORNER OF LOT 36 AFORESAID;

THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF LOTS 49.96 FEET;

THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 36 AFORESAID 19.90 FEET;

THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF LOTS 23.04 FEET;

THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 36 AFORESAID 37.29 FEET;

THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF LOTS 3.40 FEET;

THENCE SOUTHWESTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF LOT 36 AFORESAID 43.86 FEET TO THE SOUTHWESTERLY LINE OF LOTS 36, 37 AND 38 IN THE SUBDIVISION OF BLOCK 2 OF EDSON'S SUBDIVISION AFORESAID;

THENCE CONTINUING SOUTHWESTERLY ALONG THE SOUTHWESTERLY EXTENSION OF THE LAST DESCRIBED COURSE TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN BLOCK 2 AFORESAID;

THENCE NORTHWESTERLY AND NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN BLOCK 2 AFORESAID AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BYRON STREET;

THENCE EAST ALONG SAID CENTERLINE OF BYRON STREET TO THE CENTERLINE OF CLARK STREET;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF CLARK STREET TO THE WESTERLY EXTENSION OF THE SOUTHERLY LINE OF LOT 13 IN THE SUBDIVISION OF BLOCK 1 IN EDSON'S SUBDIVISION AFORESAID;

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY EXTENSION AND THE SOUTHERLY LINE OF LOT 13 IN THE SUBDIVISION OF BLOCK 1 IN EDSON'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 20 FOOT WIDE ALLEY NORTH OF GRACE STREET IN A BLOCK 1 IN EDSON'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID CENTERLINE OF THE 20 FOOT WIDE ALLEY NORTH OF GRACE STREET IN A BLOCK 1 IN EDSON'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF RACINE AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF RACINE AVENUE TO THE CENTERLINE OF GRACE STREET;

THENCE EAST ALONG SAID CENTERLINE OF GRACE STREET TO THE NORTHERLY EXTENSION OF THE WEST LINE OF THE NORTH 99 FEET OF THE EAST 196 FEET OF THE WEST 264 FEET OF THE NORTH 99 FEET OF BLOCK 12 IN LAFLIN, SMITH & DYERS SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE NORTH 99 FEET OF THE EAST 196 FEET OF THE WEST 264 FEET OF THE NORTH 99 FEET OF BLOCK 12 IN LAFLIN, SMITH & DYERS SUBDIVISION TO THE SOUTH LINE THEREOF;

THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 99 FEET OF THE EAST 196 FEET OF THE WEST 264 FEET OF BLOCK 12 IN LAFLIN, SMITH & DYERS SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET TO THE NORTHERLY EXTENSION OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 9 IN BLOCK 1 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW A SUBDIVISION OF ALL OF BLOCK 11 AND PARTS OF BLOCKS 10 & 12 (EXCEPT THE RAILROAD) OF LAFLIN, SMITH & DYERS SUBDIVISION AFORESAID, TO A BEND POINT IN THE SOUTH LINE OF LOT 8 IN BLOCK 1 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE LAST DESCRIBED LINE TO THE BEND POINT IN THE SOUTH LINE OF LOT 8 IN BLOCK 1 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE SOUTHWEST ALONG THE SOUTHERLY LINE OF LOT 8 IN BLOCK 1 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW TO THE NORTHEASTERLY LINE OF THE SOUTHWESTERLY 80 FEET OF LOTS 6 AND 7 IN BLOCK 1 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE SOUTHEAST ALONG SAID NORTHEASTERLY LINE OF THE SOUTHWESTERLY 80 FEET OF LOTS 6 AND 7 IN BLOCK 1 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW TO THE SOUTHEAST LINE OF LOT 6 AFORESAID;

THENCE NORTHEAST ALONG THE AFORESAID SOUTHEAST LINE OF LOT 6 IN BLOCK 1 OF BUCKINGHAM'S ADDITION TO LAKE VIEW TO A BEND POINT IN THE SOUTHERLY LINE OF LOT 6 IN BLOCK 1 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE EAST ALONG THE SOUTHERLY LINE OF LOT 6 IN BLOCK 1 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF CLIFTON AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF CLIFTON AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 24 IN BLOCK 2 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 24 IN BLOCK 2 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AND THE EASTERLY EXTENSION THEREOF TO THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD;

THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WAVELAND AVENUE IN BLOCK 3 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION OF THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WAVELAND AVENUE IN BLOCK 3 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW TO THE EAST RIGHT-OF-WAY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD;

THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY LINE OF THE CHICAGO, MINNEAPOLIS, ST. PAUL & PACIFIC RAILROAD TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF WAVELAND AVENUE IN BLOCK 3 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF WAVELAND AVENUE IN BLOCK 3 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 27 IN BLOCK 3 OF BUCKINGHAM'S 2ND ADDITION TO LAKEVIEW AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 27 IN BLOCK 3 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW TO THE SOUTH LINE OF THE NORTH 40 FEET OF LOTS 26 AND 27 IN BLOCK 3 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE EAST ALONG SAID SOUTH LINE OF THE NORTH 40 FEET OF LOTS 26 AND 27 IN BLOCK 3 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF KENMORE AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF KENMORE AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 27 IN BLOCK 4 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 27 IN BLOCK 4 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF SHEFFIELD AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 28 IN BLOCK 4 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 28 IN BLOCK 4 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AND THE EASTERLY EXTENSION THEREOF, BEING ALSO THE NORTH LINE OF LOT 13 IN BLOCK 5 OF BUCKINGHAM'S 2ND ADDITION TO LAKE VIEW AND THE EASTERLY EXTENSION THEREOF TO THE WEST LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY EAST OF SHEFFIELD AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY EAST OF SHEFFIELD AVENUE TO THE CENTERLINE OF THE 11.38 FOOT WIDE ALLEY SOUTH OF WEST SHERIDAN-ROAD;

THENCE WEST ALONG SAID CENTERLINE OF THE 11.38 FOOT WIDE ALLEY SOUTH OF WEST SHERIDAN ROAD AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF SHEFFIELD AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF SHEFFIELD AVENUE TO THE CENTERLINE OF BYRON STREET;

THENCE WEST ALONG SAID CENTERLINE OF BYRON STREET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF THE EAST 90 FEET OF BLOCK 3 IN LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF THE EAST 90 FEET OF BLOCK 3 IN LAFLIN, SMITH & DYER'S SUBDIVISION TO THE SOUTH LINE OF LOT 1 IN THOMAS S. WALKER'S SUBDIVISION OF PART OF BLOCK 3 IN LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 1 IN THOMAS S. WALKER'S SUBDIVISION TO THE WEST LINE THEREOF;

THENCE NORTH ALONG SAID WEST LINE OF LOT 1 IN THOMAS S. WALKER'S SUBDIVISION TO THE SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF BYRON STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE 16 FOOT WIDE ALLEY NORTH OF BYRON STREET TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF DAKIN STREET;

THENCE EAST ALONG SAID CENTERLINE OF DAKIN STREET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 17 IN GILBERT M. WEEK'S SUBDIVISION OF PART OF BLOCK 3 IN LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE EAST LINE OF LOT 17 IN GILBERT M. WEEK'S SUBDIVISION TO THE NORTH LINE THEREOF;

THENCE WEST ALONG SAID NORTH LINE OF LOTS 16 AND 17 IN GILBERT M. WEEK'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE TO THE SOUTH LINE OF LOT 2 IN THE RESUBDIVISION OF LOTS 12 TO 23 AND THE VACATED ALLEY BETWEEN LOTS 13 AND 14 OF THOMAS B. WALKER'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 2 IN THE RESUBDIVISION OF LOTS 12 TO 23 AND THE VACATED ALLEY BETWEEN LOTS 13 AND 14 OF THOMAS B. WALKER'S SUBDIVISION TO THE WEST LINE THEREOF;

THENCE NORTH ALONG SAID WEST LINE OF SOUTH LINE OF LOT 2 IN THE RESUBDIVISION OF LOTS 12 TO 23 AND THE VACATED ALLEY BETWEEN LOTS 13 AND 14 OF THOMAS B. WALKER'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF IRVING PARK ROAD, BEING ALSO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE EAST ALONG SAID CENTERLINE OF IRVING PARK ROAD, BEING ALSO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 20, TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 8 IN OWNER'S SUBDIVISION OF BLOCK 1 OF LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 8 IN OWNER'S SUBDIVISION AND THE SOUTHERLY-EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF IRVING PARK ROAD;

THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF IRVING PARK ROAD AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE IN BLOCK 1 IN THE SUBDIVISION OF THE WEST HALF OF BLOCK 2 OF LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE IN BLOCK 1 IN THE SUBDIVISION OF THE WEST HALF OF BLOCK 2 TO THE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF DAKIN STREET;

THENCE WEST ALONG SAID CENTERLINE OF DAKIN STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 100 FEET OF LOTS 4, 5 & 6 IN THE SUBDIVISION OF THE WEST HALF OF BLOCK 2 OF LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST 100 FEET OF LOTS 4, 5 & 6 IN THE SUBDIVISION OF THE WEST HALF OF BLOCK 2 OF LAFLIN, SMITH & DYER'S SUBDIVISION TO A LINE 140.45 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF DAKIN STREET;

THENCE EAST ALONG SAID LINE 140.45 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF DAKIN STREET AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF DAKIN STREET;

THENCE EAST ALONG SAID CENTERLINE OF DAKIN STREET TO THE EAST LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY IN BLOCK 2 IN THE SUBDIVISION OF THE WEST HALF OF BLOCK 2 OF LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY IN BLOCK 2 IN TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF ADDISON STREET IN TRUSTEE'S SUBDIVISION OF BLOCK 15 OF LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF ADDISON STREET IN TRUSTEE'S SUBDIVISION OF BLOCK 15 OF LAFLIN, SMITH & DYER'S SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF FREMONT STREET;

THENCE NORTH-ALONG SAID CENTERLINE OF FREMONT STREET TO THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 8.9 FEET OF LOTS 17 AND 26 IN LE MOYNES SUBDIVISION OF THE WEST HALF OF BLOCK 6 OF LAFLIN, SMITH & DYER'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 8.9 FEET OF LOTS 17 AND 26 IN LE MOYNES SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF RETA AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF RETA AVENUE TO THE CENTERLINE OF ADDISON STREET;

THENCE EAST ALONG SAID CENTERLINE OF ADDISON STREET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF HALSTED STREET IN BENTON'S ADDISON STREET ADDITION, A SUBDIVISION OF THE EAST 102.9 FEET OF LOT 1 & (EXCEPT THE EAST 100 FEET OF THE SOUTH 110 FEET) OF LOT 7 OF CIRCUIT COURT PARTITION OF THE NORTH 3/4 OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF HALSTED STREET IN BENTON'S ADDISON STREET ADDITION TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 45 IN BENTON'S ADDISON STREET ADDITION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 45 IN BENTON'S ADDISON STREET ADDITION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF RETA AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF RETA AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN BENTON'S ADDISON STREET ADDITION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 4 IN BENTON'S ADDISON STREET ADDITION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF FREMONT STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF FREMONT STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 5 IN BLOCK 3 OF CANNELL'S SHEFFIELD AVENUE ADDITION, A SUBDIVISION OF LOT 1 OF CIRCUIT COURT PARTITION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 5 IN BLOCK 3 OF CANNELL'S SHEFFIELD AVENUE ADDITION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF FREMONT STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF FREMONT STREET TO THE EASTERLY EXTENSION OF THE NORTH LINE OF LOTS 44 AND 5 IN BLOCK 2 OF CANNELL'S SHEFFIELD AVENUE ADDITION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOTS 44 AND 5 IN BLOCK 2 OF CANNELL'S SHEFFIELD AVENUE ADDITION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF WILTON AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF WILTON AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 5 IN OWNER'S RESUBDIVISION OF LOTS 45 TO 48 OF BLOCK 1 OF CANNELL'S SHEFFIELD AVENUE ADDITION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 5 IN OWNER'S RESUBDIVISION TO THE EAST LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY EAST OF SHEFFIELD AVENUE IN BLOCK 1 OF CANNELL'S SHEFFIELD AVENUE ADDITION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY EAST OF SHEFFIELD AVENUE TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET IN FEINBERG'S SHERIDAN DRIVE ADDITION, A SUBDIVISION OF LOT 3 AND THE SOUTH 49 FEET OF LOT 2 IN CIRCUIT COURT PARTITION AFORESAID;

THENCE SOUTHEASTERLY AND SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF ROSCOE STREET;

THENCE EAST ALONG SAID CENTERLINE OF ROSCOE STREET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 20 FOOT WIDE ALLEY EAST OF CLARK STREET IN BLOCK 1 OF BUCKINGHAM'S SUBDIVISION OF LOT 4 OF CIRCUIT COURT PARTITION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF THE 20 FOOT WIDE ALLEY EAST OF CLARK STREET TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET TO THE CENTERLINE OF THE 20 FOOT WIDE ALLEY EAST OF CLARK STREET;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 20 FOOT WIDE ALLEY EAST OF CLARK STREET AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BUCKINGHAM PLACE;

THENCE EAST ALONG SAID CENTERLINE OF BUCKINGHAM PLACE TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET IN BLOCK 2 OF BUCKINGHAM'S SUBDIVISION AFORESAID;

THENCE SOUTH, SOUTHEASTERLY AND SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF CLARK STREET IN BLOCK 2 OF BUCKINGHAM'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF ALDINE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF ALDINE AVENUE AND SCHOOL STREET TO THE CENTERLINE OF WILTON AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF WILTON AVENUE TO THE WESTERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF SCHOOL STREET IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF SCHOOL STREET IN THE RESUBDIVISION OF BLOCK 2 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN THE RESUBDIVISION OF BLOCK 2 AFORESAID;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF CLARK STREET IN THE RESUBDIVISION OF BLOCK 2 TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SECOND NORTH OF BELMONT AVENUE IN THE SUBDIVISION OF LOT 1 IN THE RESUBDIVISION OF BLOCK 2 AFORESAID;

THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY SECOND NORTH OF BELMONT AVENUE IN THE SUBDIVISION OF LOT 1 TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF WILTON AVENUE IN THE SUBDIVISION OF LOT 1 AFORESAID;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF WILTON AVENUE IN THE SUBDIVISION OF LOT 1 TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY FIRST NORTH OF BELMONT AVENUE IN THE SUBDIVISION OF LOT 1 AFORESAID;

THENCE WEST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY FIRST NORTH OF BELMONT AVENUE IN THE SUBDIVISION OF LOT 1 AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF WILTON AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF WILTON AVENUE TO THE CENTERLINE OF SCHOOL STREET;

THENCE EAST ALONG SAID CENTERLINE OF SCHOOL STREET AND ALDINE AVENUE TO THE NORTHERLY EXTENSION OF DAYTON STREET;

THENCE SOUTHEASTERLY ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF DAYTON STREET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 12.5 FEET OF LOT 4 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 12.5 FEET OF LOT 4 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF HALSTED STREET, BEING ALSO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE SOUTH ALONG SAID CENTERLINE OF HALSTED STREET, AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 3 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 25 FEET OF LOT 3 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION TO THE EAST LINE OF THE WEST 90 FEET OF LOTS 1, 2 & 3 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF THE WEST 90 FEET OF LOTS 1, 2 & 3 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION TO THE NORTH LINE OF THE SOUTH 24 FEET OF LOT 2 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 24 FEET OF LOT 2 IN HAMBLETON, WESTON & DAVIS' SUBDIVISION AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF HALSTED STREET, BEING ALSO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE SOUTH ALONG SAID CENTERLINE OF HALSTED STREET, AND THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TO THE CENTERLINE OF BELMONT AVENUE, BEING ALSO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID;

THENCE WEST ALONG SAID CENTERLINE OF BELMONT AVENUE, BEING ALSO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TO THE CENTERLINE OF CLARK STREET;

THENCE SOUTHEASTERLY ALONG SAID CENTERLINE OF CLARK STREET TO THE CENTERLINE OF FLETCHER STREET;

THENCE WEST ALONG SAID CENTERLINE OF FLETCHER STREET TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 18 FOOT WIDE ALLEY WEST OF CLARK STREET IN BLOCK 2 OF GEHRKE & BRAUKMANN'S SUBDIVISION OF OUTLOT 1 OF CANAL TRUSTEE'S SUBDIVISION OF THE EAST HALF OF SECTION 29 AFORESAID (EXCEPT THE NORTH 4.2 ACRES OF THAT PART OF SAID LOT WHICH LIES WEST OF THE GREEN BAY ROAD);

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTERLINE OF THE 18 FOOT WIDE ALLEY WEST OF CLARK STREET IN BLOCK 2 OF GEHRKE & BRAUKMANN'S SUBDIVISION TO THE CENTERLINE OF THE EASTERLY EXTENSION OF THE 14 FOOT WIDE ALLEY NORTH OF FLETCHER STREET IN BLOCK 2 OF GEHRKE & BRAUKMANN'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID CENTERLINE OF THE 14 FOOT WIDE ALLEY NORTH OF FLETCHER STREET IN BLOCK 2 OF GEHRKE & BRAUKMANN'S SUBDIVISION TO THE EAST LINE OF LOTS 1 & 2 IN THE SUBDIVISION OF THE WEST 25 FEET OF LOT 15 AND ALL OF 16 & 17 OF BLOCK 2 OF GEHRKE & BRAUKMANN'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOTS 1 & 2 IN THE SUBDIVISION OF THE WEST 25 FEET OF LOT 15 AND ALL OF 16 & 17 OF BLOCK 2 OF GEHRKE & BRAUKMANN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF FLETCHER STREET;

THENCE WEST ALONG SAID CENTERLINE OF FLETCHER STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 23 FEET OF LOT 24 IN BLOCK 3 OF GEHRKE & BRAUKMANN'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST 23 FEET OF LOT 24 IN BLOCK 3 OF GEHRKE & BRAUKMANN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF FLETCHER STREET IN BLOCK 3 AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 22 IN BLOCK 3 OF GEHRKE & BRAUKMANN'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BARRY AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF BARRY AVENUE TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 14 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE IN CLARK'S SUBDIVISION OF LOTS 16 TO 18 OF OUTLOT 4 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF THE 14 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE IN CLARK'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF NELSON STREET;

THENCE WEST ALONG SAID CENTERLINE OF NELSON STREET TO THE NORTHERLY EXTENSION ON THE CENTERLINE OF THE 10 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE DEDICATED PER DOCUMENT NUMBER 0834518105;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE 10 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE DEDICATED PER DOCUMENT NUMBER 0834518105 TO THE SOUTH LINE THEREOF;

THENCE EAST ALONG SAID SOUTH LINE OF THE 10 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE DEDICATED PER DOCUMENT NUMBER 0834518105 AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 14 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 14 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF LOT 6 IN BOETTNER'S SUBDIVISION OF LOTS 1& 2 OF WEIGLEB'S SUBDIVISION OF LOTS 19 & 20 OF OUTLOT 4 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF LOT 6 IN BOETTNER'S SUBDIVISION TO THE EAST LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY;

THENCE SOUTH ALONG SAID EAST LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT-OF-WAY TO THE CENTERLINE OF OAKDALE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF OAKDALE AVENUE TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF GEORGE STREET;

THENCE EAST ALONG SAID CENTERLINE OF GEORGE STREET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE VACATED 16 FOOT WIDE ALLEY EAST OF SHEFFIELD IN BLOCK 4 OF HENRY WOLFRAM'S FARM SUBDIVISION OF OUTLOT 8 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND CENTERLINE OF GEORGE STREET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE VACATED 16 FOOT WIDE ALLEY EAST OF SHEFFIELD IN BLOCK 4 OF HENRY WOLFRAM'S FARM SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF GEORGE STREET IN BLOCK 4 AFORESAID;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY SOUTH OF GEORGE STREET TO THE NORTHERLY EXTENSION OF THE EAST LINE OF THE WEST 18 FEET OF LOT 23 IN BLOCK 4 OF HENRY WOLFRAM'S FARM SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF THE WEST 18 FEET OF LOT 23 IN BLOCK 4 OF HENRY WOLFRAM'S FARM SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WOLFRAM STREET;

THENCE WEST ALONG SAID CENTERLINE OF WOLFRAM STREET TO THE NORTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE IN BLOCK 3 OF HENRY WOLFRAM'S FARM SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF SHEFFIELD AVENUE IN BLOCK 3 OF HENRY WOLFRAM'S FARM SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY IN BLOCK 3 AFORESAID;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY IN BLOCK 3 OF HENRY WOLFRAM'S FARM SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF MILDRED AVENUE IN BLOCK 3 AFORESAID;

THENCE SOUTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF MILDRED AVENUE IN BLOCK 3 TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 8 FEET OF LOT 6 IN BLOCK 3 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 8 FEET OF LOT 6 IN BLOCK 3 AND THE EASTERLY EXTENSION THEREOF TO THE CENTERLINE OF MILDRED AVENUE;

THENCE NORTH ALONG SAID CENTERLINE OF MILDRED AVENUE TO THE WESTERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY IN BLOCK 2 OF HENRY WOLFRAM'S FARM SUBDIVISION AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY IN BLOCK 2 OF HENRY WOLFRAM'S FARM SUBDIVISION AND THE EASTERLY EXTENSION THEREOF, BEING ALSO THE SOUTH LINE OF LOT 5 IN BLOCK 2 AFORESAID TO THE EAST LINE OF LOT 4 IN MARY D. HEANEY'S SUBDIVISION OF LOTS 6 TO 10 OF BLOCK 2 OF HENRY WOLFRAM'S FARM SUBDIVISION AFORESAID;

THENCE SOUTH ALONG SAID EAST LINE OF LOT 4 IN MARY D. HEANEY'S SUBDIVISION AND THE SOUTHERLY EXTENSION THEREOF TO THE CENTERLINE OF DIVERSEY PARKWAY, BEING ALSO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 29 AFORESAID;

THENCE WEST ALONG SAID CENTERLINE OF DIVERSEY PARKWAY, BEING ALSO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 11 IN BLOCK 2 OF McCONNELL BROTHERS SUBDIVISION OF THE EAST HALF OF OUTLOT 7 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF LOT 11 IN BLOCK 2 OF McCONNELL BROTHERS SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY IN BLOCK 2 AFORESAID;

THENCE EAST ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY NORTH OF DIVERSEY PARKWAY IN BLOCK 2 OF McCONNELL BROTHERS SUBDIVISION TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN BLOCK 2 AFORESAID;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN BLOCK 2 OF McCONNELL BROTHERS SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF GEORGE STREET;

THENCE EAST ALONG SAID CENTERLINE OF GEORGE STREET TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN BLOCK 1 OF LOGEMANN'S SUBDIVISION OF THE SOUTH HALF OF OUTLOT 6 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN BLOCK 1 OF LOGEMANN'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF OAKDALE AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF OAKDALE AVENUE TO THE SOUTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN SICKEL & KAGEBEIN'S SUBDIVISION OF THE NORTH HALF OF BLOCK 1 OF OUTLOT 6 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN SICKEL &

KAGEBEIN'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF WELLINGTON AVENUE;

THENCE EAST ALONG SAID CENTERLINE OF WELLINGTON AVENUE TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN THE SUBDIVISION OF BLOCK 8 OF OUTLOTS 2 & 3 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTERLINE OF THE 16 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN THE SUBDIVISION OF BLOCK 8 OF OUTLOTS 2 & 3 OF CANAL TRUSTEE'S SUBDIVISION AND THE NORTHERLY EXTENSION THEREOF TO THE CENTERLINE OF BARRY AVENUE;

THENCE WEST ALONG SAID CENTERLINE OF BARRY AVENUE TO THE SOUTHERLY EXTENSION OF THE CENTERLINE OF THE 14.5 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN LINDEMAN'S SUBDIVISION OF BLOCK 1 OF OUTLOT 2 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTERLINE OF THE 14.5 FOOT WIDE ALLEY WEST OF SHEFFIELD AVENUE IN LINDEMAN'S SUBDIVISION TO THE CENTERLINE OF THE 10 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE IN LINDEMAN'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID CENTERLINE OF THE 10 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE IN LINDEMAN'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF SEMINARY AVENUE;

THENCE SOUTH ALONG SAID CENTERLINE OF SEMINARY AVENUE TO THE EASTERLY EXTENSION OF THE CENTERLINE OF THE 14 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 3 & 4 OF OUTLOT 2 OF CANAL TRUSTEE'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID CENTERLINE AND THE 14 FOOT WIDE ALLEY SOUTH OF BELMONT AVENUE IN JOHN P. ALTGELD'S SUBDIVISION AND THE

WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF RACINE AVENUE IN JOHN P. ALTGELD'S SUBDIVISION AFORESAID;

THENCE NORTH ALONG SAID CENTERLINE OF THE 16 FOOT WIDE ALLEY EAST OF RACINE AVENUE IN JOHN P. ALTGELD'S SUBDIVISION TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 4 IN JOHN P. ALTGELD'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 4 IN JOHN P. ALTGELD'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTERLINE OF RACINE AVENUE, BEING ALSO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29 AFORESAID;

THENCE NORTH ALONG SAID CENTERLINE OF RACINE AVENUE, BEING ALSO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 29, TO ITS INTERSECTION WITH THE CENTERLINE LINE OF BELMONT AVENUE, BEING ALSO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20 AFORESAID AND THE POINT OF BEGINNING,

ALL IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS.

Permanent Index Number List For Special Service Area No. 17-2025.

14-20-104-020-0000	14-20-110-041-1002	14-20-202-026-1006	14-20-205-030-1038
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14-20-104-022-0000	14-20-110-041-1004	14-20-203-002-0000	14-20-205-030-1040
14-20-104-023-0000	14-20-110-041-1005	14-20-203-003-0000	14-20-205-030-1041
14-20-110-021-0000	14-20-110-041-1006	14-20-205-024-0000	14-20-205-030-1042
14-20-110-022-0000	14-20-110-042-1001	14-20-205-029-0000	14-20-205-030-1043
14-20-110-027-0000	14-20-110-042-1002	14-20-205-030-1001	14-20-205-030-1044
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14-20-110-040-1010	14-20-201-027-0000	14-20-205-030-1016	14-20-205-030-1059
14-20-110-040-1011	14-20-202-001-0000	14-20-205-030-1017	14-20-205-030-1060
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14-20-110-040-1013	14-20-202-003-0000	14-20-205-030-1019	14-20-205-030-1062
14-20-110-040-1014	14-20-202-004-0000	14-20-205-030-1020	14-20-205-030-1063
14-20-110-040-1015	14-20-202-005-0000	14-20-205-030-1021	14-20-205-030-1064
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14-20-110-040-1018	14-20-202-008-0000	14-20-205-030-1024	14-20-205-030-1067
14-20-110-040-1019	14-20-202-012-0000	14-20-205-030-1025	14-20-205-030-1068
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14-20-110-040-1021	14-20-202-022-1002	14-20-205-030-1027	14-20-205-030-1070
14-20-110-040-1022	14-20-202-022-1003	14-20-205-030-1028	14-20-205-030-1071
14-20-110-040-1023	14-20-202-022-1004	14-20-205-030-1029	14-20-206-001-0000
14-20-110-040-1024	14-20-202-022-1005	14-20-205-030-1030	14-20-206-018-1001
14-20-110-040-1025	14-20-202-022-1006	14-20-205-030-1031	14-20-206-018-1002
14-20-110-040-1026	14-20-202-023-0000	14-20-205-030-1032	14-20-206-018-1003
14-20-110-040-1027	14-20-202-026-1001	14-20-205-030-1033	14-20-206-018-1004
14-20-110-040-1028	14-20-202-026-1002	14-20-205-030-1034	14-20-206-018-1005
14-20-110-040-1029	14-20-202-026-1003	14-20-205-030-1035	14-20-206-018-1006
14-20-110-040-1030	14-20-202-026-1004	14-20-205-030-1036	14-20-206-018-1007
14-20-110-041-1001	14-20-202-026-1005	14-20-205-030-1037	14-20-206-018-1008

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14-20-206-018-1010	14-20-215-044-1007	14-20-216-015-0000	14-20-228-002-0000
14-20-206-018-1011	14-20-215-044-1008	14-20-216-016-0000	14-20-228-003-0000
14-20-206-018-1012	14-20-215-044-1009	14-20-216-018-0000	14-20-228-004-0000
14-20-206-018-1013	14-20-215-044-1010	14-20-216-019-0000	14-20-228-005-0000
14-20-206-018-1014	14-20-215-044-1011	14-20-216-020-0000	14-20-228-006-0000
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14-20-206-018-1016	14-20-215-044-1013	14-20-216-022-0000	14-20-228-008-0000
14-20-206-018-1017	14-20-215-044-1014	14-20-217-023-0000	14-20-228-010-0000
14-20-206-018-1018	14-20-215-044-1015	14-20-217-024-0000	14-20-228-011-0000
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14-20-206-018-1024	14-20-215-049-1006	14-20-218-044-0000	14-20-228-037-0000
14-20-206-018-1025	14-20-215-049-1007	14-20-218-045-0000	14-20-228-040-1001
14-20-206-018-1026	14-20-215-049-1008	14-20-218-046-0000	14-20-228-040-1002
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14-20-206-018-1029	14-20-215-050-1001	14-20-219-038-0000	14-20-228-041-8001
14-20-212-001-0000	14-20-215-050-1002	14-20-220-018-0000	14-20-228-041-8002
14-20-212-002-0000	14-20-215-050-1003	14-20-224-008-0000	14-20-228-041-8003
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14-20-215-012-0000	14-20-215-050-1007	14-20-225-030-0000	14-20-229-033-0000
14-20-215-013-0000	14-20-215-050-1008	14-20-225-031-0000	14-20-229-034-0000
14-20-215-014-0000	14-20-215-050-1009	14-20-225-032-0000	14-20-229-035-0000
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14-20-215-044-1003	14-20-216-011-0000	14-20-226-012-0000	14-20-400-034-0000
14-20-215-044-1004	14-20-216-012-0000	14-20-226-013-0000	14-20-400-035-0000
14-20-215-044-1005	14-20-216-013-0000	14-20-227-002-0000	14-20-400-045-0000

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14-20-402-012-0000	14-20-403-063-1009	14-20-404-040-1006	14-20-407-055-0000
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14-20-403-002-0000	14-20-403-063-1016	14-20-404-041-1007	14-20-409-025-0000
14-20-403-014-0000	14-20-403-063-1017	14-20-404-043-1001	14-20-409-026-0000
14-20-403-015-0000	14-20-403-063-1018	14-20-404-043-1002	14-20-409-028-0000
14-20-403-016-0000	14-20-403-063-1019	14-20-404-043-1003	14-20-409-037-1001
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14-20-403-037-0000	14-20-403-066-0000	14-20-404-045-1001	14-20-410-015-0000
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14-20-403-063-1006	14-20-404-040-1003	14-20-406-004-0000	14-20-412-048-1017

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14-20-413-088-0000	14-20-418-006-0000	14-20-419-004-0000	14-20-422-063-1016
14-20-417-024-0000	14-20-418-007-0000	14-20-419-005-0000	14-20-423-036-0000
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14-20-417-032-0000	14-20-418-011-0000	14-20-419-074-1002	14-20-423-047-0000
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14-29-211-015-0000	14-29-217-012-1009	14-29-220-048-1003	14-29-228-049-1002
14-29-211-016-0000	14-29-217-012-1010	14-29-220-048-1004	14-29-228-049-1003
14-29-211-017-0000	14-29-217-012-1011	14-29-220-048-1005	14-29-228-049-1004
14-29-211-033-0000	14-29-217-012-1012	14-29-220-048-1006	14-29-228-049-1005
14-29-211-034-0000	14-29-217-012-1013	14-29-220-048-1007	14-29-228-049-1006
14-29-211-041-0000	14-29-217-012-1014	14-29-220-048-1008	14-29-228-049-1007
14-29-211-042-0000	14-29-217-012-1015	14-29-220-049-1001	14-29-228-049-1008
14-29-211-043-1001	14-29-217-012-1016	14-29-220-049-1002	14-29-228-049-1009

14-29-228-049-1010	14-29-229-016-0000	14-29-230-045-1007
14-29-228-049-1011	14-29-229-017-0000	14-29-230-045-1008
14-29-228-049-1012	14-29-229-033-1001	14-29-230-045-1009
14-29-228-055-1001	14-29-229-033-1002	14-29-230-046-1001
14-29-228-055-1002	14-29-229-033-1003	14-29-230-046-1002
14-29-228-055-1003	14-29-229-033-1004	14-29-230-046-1003
14-29-228-055-1004	14-29-229-033-1005	14-29-230-046-1004
14-29-228-060-1001	14-29-229-033-1006	14-29-230-046-1005
14-29-228-060-1002	14-29-229-033-1007	14-29-230-046-1006
14-29-228-060-1003	14-29-229-033-1008	14-29-230-046-1007
14-29-228-060-1004	14-29-229-036-1001	14-29-230-046-1008
14-29-228-061-1001	14-29-229-036-1002	14-29-230-046-1009
14-29-228-061-1002	14-29-229-036-1003	14-29-230-048-1001
14-29-228-061-1003	14-29-229-036-1004	14-29-230-048-1002
14-29-228-061-1004	14-29-229-036-1005	14-29-230-048-1003
14-29-228-061-1005	14-29-229-036-1006	14-29-230-048-1004
14-29-228-061-1006	14-29-229-037-1001	14-29-230-048-1005
14-29-228-061-1007	14-29-229-037-1002	14-29-230-048-1006
14-29-228-061-1008	14-29-229-037-1003	14-29-500-007-0000
14-29-228-061-1009	14-29-229-037-1004	14-29-500-014-0000
14-29-228-063-1001	14-29-230-015-0000	14-29-500-041-8001
14-29-228-063-1002	14-29-230-022-0000	14-29-500-041-8002
14-29-228-063-1003	14-29-230-025-0000	14-29-500-045-0000
14-29-228-063-1004	14-29-230-029-0000	
14-29-228-063-1005	14-29-230-033-0000	
14-29-228-063-1006	14-29-230-035-0000	
14-29-228-065-1001	14-29-230-043-1001	
14-29-228-065-1002	14-29-230-043-1002	
14-29-228-065-1003	14-29-230-043-1003	
14-29-228-065-1004	14-29-230-044-1001	
14-29-228-065-1005	14-29-230-044-1002	
14-29-228-065-1006	14-29-230-044-1003	
14-29-228-065-1007	14-29-230-044-1004	
14-29-228-065-1008	14-29-230-044-1005	
14-29-228-065-1009	14-29-230-044-1006	
14-29-228-065-1010	14-29-230-044-1007	
14-29-229-001-0000	14-29-230-044-1008	
14-29-229-010-0000	14-29-230-045-1001	
14-29-229-011-0000	14-29-230-045-1002	
14-29-229-012-0000	14-29-230-045-1003	
14-29-229-013-0000	14-29-230-045-1004	
14-29-229-014-0000	14-29-230-045-1005	
14-29-229-015-0000	14-29-230-045-1006	

PUBLIC HEARING FOR ENLARGEMENT OF SPECIAL SERVICE AREA NO. 27,
CHANGE IN SPECIAL SERVICES, IMPOSITION OF ANNUAL SERVICE TAX
AT 0.25 PERCENT AND EXTENSION OF ORIGINAL LEVY PERIOD FROM 2025
THROUGH 2039.

[O2025-0019686]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends passage of an ordinance for a public hearing for the enlargement of Special Service Area Number 27, change in special services, imposition of annual service tax at 0.25 percent and extension of original levy period from 2025 through 2039 (O2025-0019686), which was introduced on September 23, 2025 by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Special Service Area Tax Law"), and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On November 16, 2011, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 14966 through 15097, and which established an area known and designated as City of Chicago Special Service Area Number 27 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in 2011 through and including 2025 (the "Original Levy Period"), not to exceed an annual rate of 0.25 percent 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 of Chicago (the "City") generally (the "Original Special Services"); and

WHEREAS, The Establishment Ordinance established the Original Area as that territory consisting approximately of the area on Lincoln Avenue, from Diversey Parkway to Addison Street; Ashland Avenue, from Diversey Parkway to Addison Street; Belmont Avenue, from Racine Avenue to Ravenswood Avenue; Southport Avenue, from Belmont Avenue to Byron Street; and the former railroad tracks, from Diversey Parkway to Belmont Avenue; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance include, but are not limited to: recruitment of new businesses to the Area, rehabilitation activities, maintenance and beautification activities, new construction, security, coordination of promotional and advertising activities, strategic planning for the Area, and other technical assistance activities to promote commercial and economic development (which may include, but are not limited to, streetscape improvements, strategic transit/parking improvement including parking management studies, and enhanced land use oversight and control initiatives); and

WHEREAS, The City now desires to: (i) enlarge the boundaries of the Original Area (as enlarged, the "Area"); (ii) authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"); (iii) authorize the Services Tax at an annual rate of 0.25 percent of the equalized assessed value of the taxable property within the Area; and (iv) authorize the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Levy Period to a period from tax year 2025 through and including tax year 2039 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to: (i) the enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 27; (ii) the authorization of certain Special Services in the Area distinct from the Original Special Services; (iii) the authorization of the Services Tax at an annual rate of 0.25 percent of the equalized assessed value of the taxable property within the Area; and (iv) the authorization of the extended Levy Period for the levy of the Services Tax within the Area;

(b) the Area is contiguous; and

(c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing"), or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the City Clerk's website, in order to consider: (i) the enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 27; (ii) the authorization of the Special Services distinct from the Original Special Services; (iii) the authorization of the Services Tax at an annual rate of 0.25 percent of the equalized assessed value of the taxable property within the Area; and (iv) the authorization of the extended Levy Period for the levy of the Services Tax within the Area. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of 0.25 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2025 through and including 2039. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2025 is \$1,026,024. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public

health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Southport Avenue, from Byron Street to Belmont Avenue; Lincoln Avenue, from Addison Street to Diversey Parkway; Ashland Avenue, from Addison Street to Diversey Parkway; and Belmont Avenue, from Ravenswood Avenue to Racine Avenue.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice of Public Hearing.

City of Chicago Special Service Area Number 27.

Notice is hereby given that at ____ o'clock __.M., on the ____ day of _____, 2025 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, or in the alternative by remote means with instructions for how to attend the public hearing and participate in oral public comment to be provided on the Chicago City Clerk's website [<http://www.chicityclerk.com/>], in order to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 27. The matters shall include: (i) enlarging the boundaries of the Original Area to the boundaries of the Area while keeping the designation as City of Chicago Special Service Area Number 27; (ii) authorizing the Special Services distinct from the Original Special Services; (iii) authorizing the Services Tax at an

annual rate of 0.25 percent in the Area; and (iv) authorizing the extension of the Original Levy Period for which the levy of the Services Tax is authorized within the Area from tax years 2025 through and including tax year 2039. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.25 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2025 is \$1,026,024. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time. The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Southport Avenue, from Byron Street to Belmont Avenue; Lincoln Avenue, from Addison Street to Diversey Parkway; Ashland Avenue, from Addison Street to Diversey Parkway; and Belmont Avenue, from Ravenswood Avenue to Racine Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by: (i) the enlargement of the boundaries of the Original Area to the Area while keeping the designation as City of Chicago Special Service Area Number 27; (ii) the authorization of the Special Services distinct from the Original Special Services; (iii) the authorization of the Services Tax at an annual rate not to exceed 0.25 percent of the equalized assessed value of the taxable property within the Area; and (iv) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Levy Period to the period from tax year 2025 through and including tax year 2039, may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the

City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to: (i) the enlargement of the boundaries of the Original Area to the Area while keeping the designation as City of Chicago Special Service Area Number 27; (ii) the authorization of the Special Services distinct from the Original Special Services; (iii) the authorization of the Services Tax at an annual rate not to exceed 0.25 percent of the equalized assessed value of the taxable property within the Area; and/or (iv) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Levy Period to the period from tax year 2025 through and including tax year 2039, is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2025.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 5. 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 6. This ordinance shall control over any provision of any other ordinance, resolution, motion, or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.**Legal Description And Permanent Index Numbers For Special Service Area No. 27.*

ALL PART OF SECTIONS 19, 20, 29, AND 30 IN TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN BLOCK 4 IN TALBOT'S SUBDIVISION OF BLOCKS 3 AND 4 IN EDSON'S SUBDIVISION OF THE SOUTH THREE QUARTERS OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20 (EXCEPT A PART IN THE NORTHEAST CORNER THEREOF), SAID NORTHWEST CORNER BEING ALSO THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST BYRON STREET WITH THE EAST LINE OF THE FIRST ALLEY EAST OF NORTH SOUTHPORT AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE FIRST ALLEY, 1791.35 FEET TO THE NORTH LINE OF LOT 24 IN BLOCK 12 IN THE SUBDIVISION OF BLOCKS 11 AND 12 IN SAID EDSON'S SUBDIVISION, BEING ALSO THE SOUTH LINE OF THE FIRST ALLEY NORTH OF WEST ADDISON STREET;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY NORTH OF WEST ADDISON STREET, 54.01 FEET TO THE NORTHEAST CORNER OF LOT 21 IN SAID BLOCK 12;

THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 21, 125 FEET TO THE NORTH LINE OF SAID WEST ADDISON STREET;

THENCE EAST ALONG SAID NORTH LINE OF WEST ADDISON STREET, 54.29 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 17 IN BLOCK 2 IN OLIVER'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, BEING ALSO THE EAST LINE OF THE FIRST ALLEY EAST OF NORTH SOUTHPORT AVENUE;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID EAST LINE, 2523.89 FEET TO A POINT ON THE WEST LINE AND 5 FEET NORTH OF THE SOUTH LINE OF LOT 46 IN BLOCK 4 IN WILLIAM J. GOUDY'S SUBDIVISION OF THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO, EVANSTON AND LAKE SUPERIOR RAILROAD;

THENCE SOUTHEAST 7.07 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 46, 5 FEET EAST OF SAID WEST LINE THEREOF, BEING ALSO THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST BELMONT AVENUE;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, 505.60 FEET TO THE WEST LINE OF LOT 6 IN BLOCK 5 IN SAID WILLIAM J. GOUDY'S SUBDIVISION;

THENCE SOUTH ALONG SAID WEST LINE, 16 FEET TO A LINE 16 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 6;

THENCE EAST ALONG SAID LINE 16 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 6 AND ITS EAST EXTENSION, 220.75 FEET TO THE EAST LINE OF THE 16 FOOT EAST/WEST VACATED ALLEY LYING SOUTH AND ADJOINING LOTS 1, 2 AND 3 IN MELROSE CHICAGO HOMES SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST

QUARTER OF SAID SECTION 20, AND LYING WEST OF THE SOUTHERLY EXTENSION OF THE EAST LINE OF LOT 1 AFORESAID;

THENCE NORTH ALONG SAID EAST LINE OF THE VACATED ALLEY, 16.65 FEET TO THE SOUTH LINE OF SAID LOT 1 IN SAID MELROSE CHICAGO HOMES SUBDIVISION, BEING ALSO THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST BELMONT AVENUE;

THENCE EAST ALONG SAID NORTH LINE, 375.03 FEET TO THE WEST LINE OF NORTH RACINE AVENUE;

THENCE SOUTH ALONG SAID WEST LINE OF NORTH RACINE AVENUE, CROSSING SAID WEST BELMONT AVENUE, 343.98 FEET TO THE NORTH LINE OF LOT 1 OF THE SUBDIVISION OF LOTS 311 TO 315 IN JOHN P. ALTGELD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4, 7 AND THE NORTH HALF OF BLOCK 6 IN THE SUBDIVISION OF THE PART LYING NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE OF THE NORTHWEST QUARTER OF SAID SECTION 29, BEING ALSO THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST BELMONT AVENUE;

THENCE WEST ALONG THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST BELMONT AVENUE, 531 FEET TO THE WEST LINE OF LOT 332 IN SAID JOHN P. ALTGELD'S SUBDIVISION;

THENCE NORTHEAST ALONG THE WEST LINE OF SAID LOT 332 AND THE NORTH EXTENSION THEREOF, 179.18 FEET TO THE CENTER LINE OF WEST BELMONT AVENUE;

THENCE WEST ALONG THE CENTER LINE OF WEST BELMONT AVENUE, 67.51 FEET TO THE NORTH EXTENSION OF THE EAST LINE OF LOT 175 IN SAID JOHN P. ALTGELD'S SUBDIVISION;

THENCE SOUTH ALONG SAID NORTH EXTENSION, SAID EAST LINE OF LOT 175 AND THE SOUTH EXTENSION THEREOF, 179.18 FEET TO THE NORTH LINE OF SAID LOT 176, BEING ALSO THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST BELMONT AVENUE;

THENCE WEST ALONG SAID SOUTH LINE OF THE ALLEY SOUTH OF WEST BELMONT AVENUE, 502.68 FEET TO THE WEST LINE OF LOT 195 IN SAID JOHN P. ALTGELD'S SUBDIVISION, BEING ALSO THE EAST LINE OF THE FIRST ALLEY EAST OF NORTH SOUTHPORT AVENUE;

THENCE NORTH ALONG SAID EAST LINE OF THE FIRST ALLEY EAST OF NORTH SOUTHPORT AVENUE, 67.56 FEET TO THE EAST EXTENSION OF THE SOUTH LINE OF LOT 146 IN SAID JOHN P. ALTGELD'S SUBDIVISION;

THENCE WEST ALONG SAID EAST EXTENSION AND SAID SOUTH LINE OF LOT 146, 141.01 FEET TO THE EAST LINE OF NORTH SOUTHPORT AVENUE;

THENCE SOUTH ALONG THE EAST LINE OF NORTH SOUTHPORT AVENUE, 35.08 FEET TO THE EAST EXTENSION OF THE SOUTH LINE OF THE NORTH 12 FEET OF LOT 72 IN SAID JOHN P. ALTGELD'S SUBDIVISION;

THENCE WEST ALONG SAID EAST EXTENSION AND SAID SOUTH LINE OF LOT 72, 202.49 FEET TO THE WEST LINE OF SAID LOT 72, BEING ALSO THE EAST LINE OF THE FIRST ALLEY WEST OF NORTH SOUTHPORT AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE FIRST ALLEY WEST OF NORTH SOUTHPORT AVENUE, 27.96 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 79 IN SAID JOHN P. ALTGELD'S SUBDIVISION, BEING ALSO THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST BELMONT AVENUE;

THENCE WEST ALONG SAID EAST EXTENSION, SAID SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST BELMONT AVENUE AND, 465.01 FEET TO THE EAST LINE OF NORTH GREENVIEW AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF NORTH GREENVIEW AVENUE, 318.70 FEET TO THE SOUTH LINE LOT 97 IN SAID JOHN P. ALTGELD'S SUBDIVISION, BEING ALSO THE NORTH LINE OF THE FIRST ALLEY SOUTH OF SAID WEST FLETCHER STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, 50 FEET TO THE NORTH EXTENSION OF THE EAST LINE OF LOT 142 IN SAID JOHN P. ALTGELD'S SUBDIVISION;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID EAST LINE OF LOT 142, 143.62 FEET TO THE SOUTH LINE OF SAID LOT 142, BEING ALSO THE NORTH LINE OF WEST BARRY AVENUE;

THENCE EAST ALONG SAID NORTH LINE OF WEST BARRY AVENUE, 207.24 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 38 IN BLOCK 5 OF THE SUBDIVISION BY EXECUTORS OF W. E. JONES IN SAID SECTION 29;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID WEST LINE OF LOT 38, 79.2 FEET TO THE SOUTHWEST CORNER THEREOF, BEING ALSO A POINT ON THE EAST LINE OF THE FIRST ALLEY NORTHEAST OF NORTH LINCOLN AVENUE;

THENCE SOUTHEAST ALONG THE EAST LINE OF THE FIRST ALLEY, 452.92 FEET TO THE SOUTHWEST CORNER OF LOT 12 IN SAID BLOCK 5 OF SAID SUBDIVISION BY EXECUTORS OF W. E. JONES;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 12 AND THE EAST EXTENSION THEREOF, 81.3 FEET TO THE EAST LINE OF NORTH SOUTHPORT AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF NORTH SOUTHPORT AVENUE, 115.13 FEET TO THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST WELLINGTON AVENUE;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, 50 FEET TO THE NORTH EXTENSION OF THE EAST LINE OF LOT 2 IN THE SUBDIVISION OF THE WEST 250 FEET OF THE SOUTH HALF OF BLOCK 6 IN SAID SUBDIVISION BY EXECUTORS OF W. E. JONES;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID EAST LINE OF SAID LOT 2, 136 FEET TO THE SOUTH LINE THEREOF, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF WEST WELLINGTON AVENUE;

THENCE EAST ALONG SAID NORTH LINE OF WEST WELLINGTON AVENUE, 137.71 FEET TO THE NORTH EXTENSION OF WEST LINE OF LOT 53 IN GROSS & COUNSELMAN'S SUBDIVISION OF BLOCK 9 IN SAID SUBDIVISION BY EXECUTORS OF W. E. JONES;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID WEST LINE OF SAID LOT 53, 135.80 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTHEAST ALONG THE SOUTH LINE OF SAID LOT 53, 27.05 FEET TO THE SOUTHWEST CORNER OF LOT 52 IN SAID GROSS & COUNSELMAN'S SUBDIVISION;

THENCE SOUTHEAST ALONG THE SOUTHWEST LINE OF SAID LOT 52, 26.5 FEET TO THE SOUTHERLY MOST POINT OF THEREOF;

THENCE NORTHEAST ALONG THE SOUTHEAST LINE OF SAID LOT 52 IN GROSS & COUNSELMAN'S SUBDIVISION, 18 FEET TO THE SOUTH LINE OF LOT 51 IN SAID GROSS & COUNSELMAN'S SUBDIVISION, BEING ALSO THE NORTH LINE OF THE FIRST ALLEY NORTH OF NORTH LINCOLN AVENUE AND SOUTH OF WEST WELLINGTON AVENUE;

THENCE SOUTHEAST ALONG SAID NORTH LINE OF THE FIRST ALLEY NORTH OF NORTH LINCOLN AVENUE AND SOUTH OF WEST WELLINGTON AVENUE, 129.88 FEET TO THE SOUTHEAST CORNER OF LOT 47 IN SAID GROSS & COUNSELMAN'S SUBDIVISION;

THENCE EAST ALONG THE SOUTH LINE OF LOTS 46, 45 AND 44 IN SAID GROSS & COUNSELMAN'S SUBDIVISION, 53.69 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 37 IN SAID GROSS & COUNSELMAN'S SUBDIVISION;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID WEST LINE OF LOT 37, 45.85 FEET TO AN ANGLE POINT ON THE WEST LINE OF LOT 36 IN SAID GROSS & COUNSELMAN'S SUBDIVISION;

THENCE SOUTHEAST ALONG THE WEST LINE OF SAID LOT 36, AND LOTS 35 TO 31 IN SAID GROSS & COUNSELMAN'S SUBDIVISION, 187.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 31;

THENCE SOUTHWEST, 18.24 FEET TO THE NORTHWEST CORNER OF LOT 30 IN SAID GROSS & COUNSELMAN'S SUBDIVISION;

THENCE SOUTHWEST ALONG THE WEST LINE OF SAID LOT 30 IN GROSS & COUNSELMAN'S SUBDIVISION, 27.27 FEET TO THE SOUTHWEST CORNER THEREOF;

THENCE SOUTHEAST ALONG THE WEST LINES OF LOTS 29 AND 28 IN SAID GROSS & COUNSELMAN'S SUBDIVISION, 54.08 FEET TO THE NORTH LINE OF LOT 24 IN SAID GROSS & COUNSELMAN'S SUBDIVISION;

THENCE EAST ALONG SAID NORTH LINE, 69.39 FEET TO THE WEST LINE OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY (PARCEL 14-29-501-001);

THENCE NORTH ALONG SAID WEST LINE, 1815.46 FEET TO THE NORTH LINE OF SAID RAILROAD RIGHT OF WAY, SAID NORTH LINE ALSO BEING THE CENTER LINE OF WEST BELMONT AVENUE;

THENCE EAST ALONG SAID NORTH LINE, 51.54 FEET TO THE EAST LINE OF SAID RAILROAD RIGHT OF WAY;

THENCE SOUTH ALONG SAID EAST LINE, 2029.50 FEET TO THE CENTERLINE OF GEORGE STREET;

THENCE EAST ALONG SAID CENTERLINE, 289.30 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 53 IN ALBERT WISNER'S SUBDIVISION OF BLOCK 10 IN THE SUBDIVISION OF THAT PART LYING NORTHEASTERLY OF THE CENTER LINE OF LINCOLN AVENUE IN THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID WEST LINE OF LOT 53, 56.4 FEET TO THE SOUTHWEST CORNER THEREOF, BEING ALSO A POINT ON THE EAST LINE OF THE FIRST ALLEY EAST OF LINCOLN AVENUE;

THENCE SOUTHEAST ALONG SAID EAST LINE OF THE FIRST ALLEY, 220.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 47 IN SAID ALBERT WISNER'S SUBDIVISION;

THENCE SOUTHEAST CROSSING THE SAID FIRST ALLEY, 43.17 FEET TO THE NORTHWEST CORNER OF SAID LOT 37 IN SAID ALBERT WISNER'S SUBDIVISION;

THENCE SOUTHEAST ALONG THE WEST LINE OF LOTS 37 TO 33 IN SAID ALBERT WISNER'S SUBDIVISION, 132.66 FEET TO THE MOST NORTHERLY POINT OF LOT 32 IN SAID ALBERT WISNER'S SUBDIVISION;

THENCE SOUTHWEST ALONG THE NORTHWEST LINE OF SAID LOT 32, 11 FEET TO THE NORTHEAST CORNER OF LOT 25 IN SAID ALBERT WISNER'S SUBDIVISION;

THENCE SOUTHEAST ALONG THE EASTERLY LINE OF LOTS 25 AND 26 IN SAID ALBERT WISNER'S SUBDIVISION, 28.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT 26;

THENCE EAST ALONG THE NORTH LINE OF LOT 27 IN SAID ALBERT WISNER'S SUBDIVISION, 57.68 FEET TO THE WEST LINE OF NORTH RACINE AVENUE;

THENCE SOUTH ALONG SAID LINE, 146.51 FEET TO THE SOUTH CORNER OF LOT 30 IN SAID ALBERT WISNER'S SUBDIVISION;

THENCE SOUTHWEST CROSSING NORTH LINCOLN AVENUE, 66 FEET TO THE EAST CORNER OF LOT 28 IN S.E. GROSS' SUBDIVISION OF BLOCK 1 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, SAID CORNER BEING ON THE NORTH LINE OF DIVERSEY PARKWAY;

THENCE WEST ALONG SAID NORTH LINE, 139.6 FEET TO THE SOUTHWEST CORNER OF LOT 25 IN SAID S.E. GROSS' SUBDIVISION;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 25, 58.25 FEET TO AN ANGLE POINT;

THENCE NORTHWEST, 25.90 FEET TO AN ANGLE POINT IN LOT 24 IN SAID S.E. GROSS' SUBDIVISION, SAID ANGLE POINT BEING 67.7 FEET SOUTHWESTERLY FROM THE WEST LINE OF LINCOLN AVENUE, AS MEASURED ALONG THE NORTHWEST LINE OF SAID LOT 24;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 24, 10.26 FEET TO A POINT 57.74 FEET NORTH OF SAID NORTH LINE OF DIVERSEY PARKWAY;

THENCE WEST ON A LINE PERPENDICULAR TO SAID WEST LINE, 24 FEET TO A POINT 57.74 FEET NORTH OF SAID NORTH LINE OF DIVERSEY PARKWAY, ON THE WEST LINE OF LOT 23 IN SAID S.E. GROSS' SUBDIVISION;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 23, 10.26 FEET TO A POINT ON SAID WEST LINE, BEING ALSO THE EAST LINE OF LOT 29 IN SAID S.E. GROSS' SUBDIVISION, 10 FEET SOUTH OF THE SOUTH LINE OF LOT 22 IN SAID S.E. GROSS' SUBDIVISION;

THENCE NORTHWEST, 20.88 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 29, 10 FEET FROM THE SOUTH LINE OF SAID LOT 22;

THENCE SOUTHWEST ALONG SAID NORTHWEST LINE OF LOT 29, 7.63 FEET TO THE MOST WEST CORNER OF SAID LOT 29;

THENCE NORTHWEST, CROSSING SAID FIRST ALLEY, 18.68 FEET TO THE NORTHEAST CORNER OF LOT 30 IN SAID S.E. GROSS' SUBDIVISION;

THENCE NORTHWEST ALONG THE NORTH LINE OF LOT 30, 31 AND 32 IN SAID S.E. GROSS' SUBDIVISION, 90.25 FEET TO THE NORTHWEST CORNER OF SAID LOT 32;

THENCE WEST ALONG THE NORTH LINE OF LOTS 33 TO 37 IN SAID S.E. GROSS' SUBDIVISION, 109.88 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 43 IN SAID S.E. GROSS' SUBDIVISION;

THENCE NORTH ALONG SAID SOUTH EXTENSION, SAID EAST LINE OF LOT 43 AND LOTS 44 AND 45 THEREOF, 88 FEET TO THE NORTHEAST CORNER OF SAID LOT 45;

THENCE NORTHWEST ALONG THE EAST LINE OF LOTS 46 TO 48 AND THE NORTHWEST EXTENSION THEREOF, 99.18 FEET TO THE SOUTH LINE OF LOT 49 IN SAID S.E. GROSS' SUBDIVISION;

THENCE EAST ALONG THE EAST EXTENSION OF SAID SOUTH LINE, 18.06 FEET TO THE WEST LINE OF LOT 8 IN SAID S.E. GROSS' SUBDIVISION;

THENCE NORTHWEST ALONG SAID WEST LINE OF LOT 8 AND THE WEST LINE OF LOT 7 THEREOF, 46.59 FEET TO THE NORTHWEST CORNER OF LOT 7 IN SAID S.E. GROSS' SUBDIVISION;

THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF A PARCEL OF PROPERTY BEARING PERMANENT INDEX NUMBER 14-29-131-060, BEING PARTS OF LOTS 4, 5, 50, AND VACATED ALLEYS AND ENTIRE LOT 6 IN S.E. GROSS' SUBDIVISION

OF BLOCK 1 IN SUBDIVISION BY WILLIAM LILL AND HEIRS OF M. DIVERSEY OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 29, WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0418239059, 48.39 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 4, 40 FEET SOUTH OF THE MOST NORTHERLY POINT OF SAID LOT 4;

THENCE SOUTHWESTERLY ALONG SAID NORTH LINE, 18.9 FEET TO AN ANGLE POINT IN SAID LOT 4;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4, 69.18 FEET TO THE EAST LINE OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY (PARCEL 14-29-501-001); THENCE SOUTH ALONG SAID EAST LINE, 445.70 FEET TO THE SOUTH LINE OF SAID RIGHT OF WAY, SAID SOUTH LINE ALSO BEING THE CENTERLINE OF WEST DIVERSEY PARKWAY; THENCE WEST ALONG SAID SOUTH LINE, 30 FEET TO THE WEST LINE OF SAID RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE, 632.62 FEET TO THE EAST EXTENSION OF THE SOUTH LINE OF WEST GEORGE STREET;

THENCE WEST ALONG SAID EAST EXTENSION AND SOUTH LINE OF WEST GEORGE STREET, 310.60 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 7 IN THE RESUBDIVISION OF LOTS 40 TO 46, INCLUSIVE, IN S.R. JACOBSON'S SUBDIVISION OF BLOCK 8 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE, 160.7 FEET TO THE NORTH LINE OF SAID LOT 7;

THENCE NORTHWEST ALONG THE NORTH LINES OF LOTS 7, 6, AND 5, 72.13 FEET TO AN ANGLE POINT ON THE NORTH LINE OF LOT 5 IN SAID RESUBDIVISION OF LOTS 40 TO 46 IN S. R. JACOBSON'S SUBDIVISION;

THENCE WEST ALONG THE NORTH LINE OF SAID LOTS 5, 4 AND 3 IN SAID RESUBDIVISION OF LOTS 40 TO 46 IN S. R. JACOBSON'S SUBDIVISION, 53.32 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 34 IN SAID RESUBDIVISION OF LOTS 40 TO 46 IN S. R. JACOBSON'S SUBDIVISION;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF LOT 34, 40 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHWEST ALONG THE EAST LINES OF LOTS 33, 32, 31, 30, AND 29, 165.2 FEET TO THE NORTHEAST CORNER OF SAID LOT 29 IN SAID RESUBDIVISION OF LOTS 40 TO 46 IN S. R. JACOBSON'S SUBDIVISION;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 29 AND ITS WEST EXTENSION, 156 FEET TO THE WEST LINE OF NORTH SOUTHPORT AVENUE;

THENCE NORTH ALONG THE WEST LINE OF NORTH SOUTHPORT AVENUE, 297.30 FEET TO THE SOUTH LINE OF WEST WELLINGTON AVENUE;

THENCE WEST ALONG THE SOUTH LINE OF WEST WELLINGTON AVENUE, 258.50 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 24 IN PETER OTT'S SUBDIVISION OF BLOCK 13 IN WILLIAM LILL & HEIRS OF MICHAEL DIVERSEY'S DIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF LOT 24, 74.1 FEET TO THE NORTHEAST CORNER THEREOF, THE NORTH LINE OF SAID LOT 24 BEING ALSO THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF, AND PARALLEL TO NORTH LINCOLN AVENUE;

THENCE NORTHWEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY, 439.13 FEET TO THE NORTHEAST CORNER OF LOT 41 IN SAID PETER OTT'S SUBDIVISION;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 41 AND THE WEST EXTENSION THEREOF, 93.5 FEET TO THE WEST LINE OF NORTH GREENVIEW AVENUE;

THENCE NORTH ALONG THE WEST LINE OF NORTH GREENVIEW AVENUE, 208 FEET TO THE SOUTH LINE OF LOT 3 IN SUNDMACHER AND GLADE'S SUBDIVISION OF BLOCKS 14 & 15 IN WILLIAM LILL & HEIRS OF MICHAEL DIVERSEY'S DIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE WEST ALONG SAID SOUTH LINE OF LOT 3 AND THE WEST EXTENSION THEREOF, 141 FEET TO THE EAST LINE OF LOT 12 IN SAID SUNDMACHER AND GLADE'S SUBDIVISION, SAID EAST LINE BEING ALSO THE WEST LINE OF THE FIRST ALLEY WEST OF NORTH GREENVIEW AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY, 72 FEET TO THE SOUTH LINE OF WEST BARRY AVENUE;

THENCE WEST ALONG THE SOUTH LINE OF WEST BARRY AVENUE, 122.72 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 24 IN CATH. WECKLER'S SUBDIVISION OF WILLIAM LILL & HEIRS OF MICHAEL DIVERSEY'S DIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 29;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF LOT 24, 78.8 FEET TO THE NORTHEAST CORNER THEREOF, THE NORTHEAST LINE OF SAID LOT 24 BEING ALSO THE SOUTHWEST LINE OF THE FIRST ALLEY SOUTHWEST OF AND PARALLEL TO NORTH LINCOLN AVENUE;

THENCE NORTHWEST ALONG SAID SOUTHWEST LINE OF THE FIRST ALLEY SOUTHWEST OF AND PARALLEL TO NORTH LINCOLN AVENUE, 195.85 FEET TO AN ANGLE POINT IN THE NORTH LINE OF LOT 27 IN SAID CATH. WECKLER'S SUBDIVISION;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 27 AND THE NORTH LINE OF LOTS 28 AND 29 IN SAID CATH. WECKLER'S SUBDIVISION, 52.36 FEET TO THE NORTHWEST CORNER OF SAID LOT 29, THE WEST LINE OF THEREOF BEING ALSO THE EAST LINE OF THE FIRST ALLEY EAST OF NORTH ASHLAND AVENUE;

THENCE SOUTH ALONG THE EAST LINE OF THE FIRST ALLEY EAST OF NORTH ASHLAND AVENUE, 1872.70 FEET TO THE SOUTH LINE OF WEST WOLFRAM STREET;

THENCE WEST ALONG SAID SOUTH LINE, 8 FEET MORE OR LESS TO THE CENTER LINE OF THE 16 FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 14 TO 18, BOTH INCLUSIVE, LYING WEST OF THE WEST LINE OF LOT 19, LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 18 TO THE NORTHWEST CORNER OF LOT 19, AND LYING NORTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 16.35 FEET OF LOT 14 ALL IN SUBDIVISION OF BLOCK 4 (EXCEPT THE SOUTH 173 FEET OF THE EAST 483 FEET THEREOF) IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION OF THE SOUTHWEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 29, AS VACATED BY ORDINANCE PASSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON APRIL 1, 1987, RECORDED ON AUGUST 19, 1987 AS DOCUMENT NUMBER 87459529;

THENCE SOUTH ALONG SAID CENTER LINE AND ITS SOUTH EXTENSION, 126 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF SAID LOT 19;

THENCE EAST ALONG SAID WEST EXTENSION, 8 FEET, MORE OR LESS, TO THE WEST LINE OF SAID LOT 19;

THENCE SOUTH, CROSSING THE FIRST ALLEY NORTH OF WEST DIVERSEY PARKWAY, ALONG THE WEST LINE LOT 9 IN CHARLES LABALM'S SUBDIVISION OF THE SOUTH 173 FEET OF THE EAST 483 FEET OF BLOCK 4 IN WILLIAM LILL AND HEIRS OF MICHAEL DIVERSEY'S DIVISION IN THE NORTHWEST QUARTER OF SAID SECTION 29, 140 FEET TO THE NORTH LINE OF WEST DIVERSEY PARKWAY;

THENCE WEST ALONG THE NORTH LINE OF WEST DIVERSEY PARKWAY, 345.1 FEET TO THE EAST LINE OF LOT 2 IN CIRCUIT COURT PARTITION OF THE SOUTH 5 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING ALSO THE WEST LINE OF THE FIRST ALLEY WEST OF NORTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST LINE, 329.45 FEET TO THE NORTH LINE OF WEST WOLFRAM STREET;

THENCE EAST ALONG THE NORTH LINE OF WEST WOLFRAM STREET, 8 FEET TO THE CENTER LINE OF THE VACATED ALLEY LYING WEST AND ADJOINING LOTS 1 TO 5 IN W. A. HAYNES ADDITION TO CHICAGO AS PER DOCUMENT NUMBER 3169409;

THENCE NORTH ALONG SAID CENTER LINE, 131.45 FEET TO THE NORTH LINE OF SAID W. A. HAYNES ADDITION TO CHICAGO;

THENCE WEST ALONG SAID NORTH LINE, 463.23 FEET TO THE EAST LINE OF NORTH PAULINA STREET;

THENCE NORTH ALONG SAID EAST LINE OF NORTH PAULINA STREET, 10.46 FEET, MORE OR LESS, TO THE SOUTH LINE OF LOT 11 IN THE ESTATES OF COLUMBIA PLACE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE NORTHEAST ALONG THE SOUTHEASTERLY LINE OF SAID ESTATES OF COLUMBIA PLACE SUBDIVISION, 457.72 FEET TO THE NORTH LINE OF SAID ESTATES OF COLUMBIA PLACE SUBDIVISION;

THENCE WEST ALONG SAID NORTH LINE, 343.87 FEET TO SAID EAST LINE OF NORTH PAULINA STREET;

THENCE NORTH ALONG SAID EAST LINE OF NORTH PAULINA STREET, 900.37 FEET TO THE SOUTH LINE OF WEST NELSON STREET;

THENCE EAST ALONG THE SOUTH LINE OF WEST NELSON STREET, 453.61 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 46 IN FREDERICK ZAPPEL'S SUBDIVISION OF THE NORTH HALF OF THE EAST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 30, BEING ALSO OF THE WEST LINE OF THE FIRST ALLEY WEST OF NORTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID WEST LINE OF THE FIRST ALLEY AND THE NORTH EXTENSION THEREOF, 398.4 FEET TO THE NORTH LINE OF WEST BARRY AVENUE;

THENCE WEST ALONG THE NORTH LINE OF WEST BARRY AVENUE, 283.07 TO THE SOUTHEAST CORNER OF LOT 124 IN PRUSSING'S ADDITION TO LAKE VIEW SUBDIVISION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 124 AND ITS NORTH EXTENSION, 299.38 FEET TO THE CENTER LINE OF WEST FLETCHER STREET;

THENCE WEST ALONG SAID CENTER LINE, 237.32 FEET TO THE WEST LINE OF NORTH PAULINA AVENUE;

THENCE NORTH ALONG SAID WEST LINE, 158.17 FEET TO THE NORTH LINE OF LOT 55 IN SAID PRUSSING'S ADDITION, BEING ALSO THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST BELMONT AVENUE;

THENCE WEST ALONG SAID SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST BELMONT AVENUE, 590.55 FEET TO THE EAST LINE OF NORTH RAVENSWOOD AVENUE;

THENCE NORTH ALONG SAID EAST LINE, 138.06 FEET TO THE SOUTHEAST CORNER OF SAID WEST BELMONT AVENUE AND SAID NORTH RAVENSWOOD AVENUE;

THENCE NORTH ON A DIRECT LINE, 66.73 FEET TO THE NORTHEAST CORNER OF SAID WEST BELMONT AVENUE AND SAID NORTH RAVENSWOOD AVENUE;

THENCE NORTH ALONG THE EAST LINE OF SAID NORTH RAVENSWOOD AVENUE, 191 FEET TO THE NORTHWEST CORNER OF LOT 5 IN S.E. GROSS' SUBDIVISION OF LOT 19 TO 30, BOTH INCLUSIVE, IN BLOCK 9 IN GROSS' NORTH ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTHWESTERLY HALF OF THE EAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 19, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'D' TO THE DECLARATION OF CONDOMINIUM RECORDED NOVEMBER 12, 1993 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT 93922479;

THENCE EAST ALONG THE NORTH LINE, 100 FEET TO THE EAST LINE OF SAID LOT 5, BEING ALSO THE WEST LINE OF THE FIRST ALLEY EAST OF SAID NORTH RAVENSWOOD AVENUE;

THENCE SOUTH ALONG SAID WEST LINE, 50 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF LOT 1 IN SAID S.E. GROSS' SUBDIVISION, BEING ALSO THE NORTH LINE OF THE FIRST ALLEY NORTH OF SAID WEST BELMONT AVENUE;

THENCE EAST ALONG SAID WEST EXTENSION, SAID NORTH LINE, CROSSING NORTH PAULINA AVENUE, 887.88 FEET TO THE SOUTHEAST CORNER OF LOT 43 OF BLOCK 10 IN SAID GROSS' NORTH ADDITION TO CHICAGO;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 43 AND ITS NORTH EXTENSION, 191.1 FEET TO THE NORTH LINE OF WEST MELROSE STREET;

THENCE WEST ALONG SAID NORTH LINE OF WEST MELROSE STREET, 96.67 FEET TO THE SOUTHEAST CORNER OF LOT 14 IN BLOCK 8 OF SAID GROSS' NORTH ADDITION TO CHICAGO;

THENCE NORTH ALONG THE EAST LINE OF SAID LOT 14, 84.3 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHWEST ALONG THE NORTH LINE OF SAID LOT 14, LOTS 15 TO 19 IN BLOCK 8 OF SAID GROSS' NORTH ADDITION TO CHICAGO, 152.26 FEET TO THE SOUTH EXTENSION OF THE WEST LINE OF THE EAST 18 FEET OF LOT 28 IN SAID BLOCK 8 OF GROSS' NORTH ADDITION TO CHICAGO;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID WEST LINE, 207.1 FEET TO THE NORTH LINE OF WEST SCHOOL STREET;

THENCE WEST ALONG THE NORTH LINE OF WEST SCHOOL STREET, 33.88 FEET TO THE SOUTHEAST CORNER OF LOT 19 IN BLOCK 6 OF SAID GROSS' NORTH ADDITION TO CHICAGO;

THENCE NORTH ALONG SAID EAST LINE OF LOT 19, 104.9 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 19 AND LOTS 20 AND 21 IN SAID BLOCK 6, 74 FEET TO THE EAST LINE OF NORTH PAULINA STREET;

THENCE NORTH ALONG THE EAST LINE OF NORTH PAULINA STREET, 91 FEET TO THE SOUTHWEST CORNER OF LOT 25 IN SAID BLOCK 6;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 25, 69.36 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE NORTHWEST ALONG THE EAST LINE OF SAID LOT 25 IN SAID BLOCK 6, 25 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 25, 63.48 FEET TO THE EAST LINE OF NORTH PAULINA STREET;

THENCE NORTH ALONG THE EAST LINE OF NORTH PAULINA STREET, 238.64 FEET TO THE EAST EXTENSION OF THE NORTH LINE OF LOT 1 IN BLOCK 4 OF SAID GROSS' NORTH ADDITION TO CHICAGO, BEING ALSO THE SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST ROSCOE STREET;

THENCE WEST ALONG SAID EAST EXTENSION AND SAID SOUTH LINE OF THE FIRST ALLEY SOUTH OF WEST ROSCOE STREET, 135.39 FEET TO THE SOUTH EXTENSION OF THE WEST LINE OF LOT 46 IN SAID BLOCK 4 OF GROSS' NORTH ADDITION TO CHICAGO;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID WEST LINE OF LOT 46, 141.1 FEET TO THE SOUTH LINE OF WEST ROSCOE STREET;

THENCE WEST ALONG THE SOUTH LINE OF WEST ROSCOE STREET, 119.10 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 14 IN BLOCK 3 OF SAID GROSS' NORTH ADDITION TO CHICAGO;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF LOT 14, 154.2 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHWEST ALONG THE NORTH LINE OF SAID LOT 14 AND LOTS 15 AND 16 IN SAID BLOCK 3, 84.50 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 42 IN SAID BLOCK 3;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF SAID LOT 42, 141 FEET TO THE NORTHEAST CORNER THEREOF, BEING ALSO A POINT ON THE SOUTH LINE OF EAST NEWPORT AVENUE;

THENCE WEST ALONG SAID SOUTH LINE OF WEST NEWPORT AVENUE, 88.07 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 14 IN BLOCK 2 OF SAID GROSS' NORTH ADDITION TO CHICAGO;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF LOT 14, 150.5 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHWEST ALONG THE NORTH LINE OF SAID LOT 14 AND LOT 15 IN SAID BLOCK 2, 72.06 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 29 IN SAID BLOCK 2;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF LOT 29, 141 FEET TO THE NORTHEAST CORNER THEREOF, BEING ALSO A POINT ON THE SOUTH LINE OF WEST CORNELIA STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST CORNELIA STREET, 37.31 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF LOT 17 IN BLOCK 1 OF SAID GROSS' NORTH ADDITION TO CHICAGO;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF LOT 17, 125.87 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHWEST ALONG THE NORTH LINE OF SAID LOT 17, 29.34 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE WEST ALONG THE NORTH LINE OF LOT 18 IN SAID BLOCK 1, 25 FEET TO THE NORTHWEST CORNER THEREOF, BEING ALSO A POINT ON THE EAST LINE OF THE FIRST ALLEY EAST OF NORTH RAVENSWOOD AVENUE;

THENCE NORTH ALONG SAID EAST LINE, 71.61 FEET TO THE SOUTHWEST CORNER OF LOT 10 IN SAID BLOCK 1;

THENCE NORTHWEST ALONG THE SOUTHWEST LINE OF SAID LOT 10 AND NORTH ALONG THE WEST LINE OF SAID LOT 10 AND LOT 9 IN SAID BLOCK 1, 51.44 FEET TO THE NORTHWEST CORNER OF SAID LOT 9, BEING ALSO THE SOUTHEAST CORNER OF LOT 25 IN SAID BLOCK 1;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 25, 66.69 FEET TO THE WEST LINE THEREOF, BEING ALSO THE EAST LINE OF NORTH RAVENSWOOD AVENUE;

THENCE NORTH ALONG THE EAST LINE OF NORTH RAVENSWOOD AVENUE, 403.55 FEET TO THE SOUTH LINE OF WEST ADDISON STREET;

THENCE EAST ALONG THE SOUTH LINE OF WEST ADDISON STREET, 162 FEET TO THE NORTHWEST CORNER OF LOT 3 IN BLOCK 4 IN L. TURNER'S RESUBDIVISION OF BLOCKS 1 TO 6 INCLUSIVE IN L. TURNER'S SUBDIVISION OF THE NORTH EAST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 19;

THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 AND ITS SOUTH EXTENSION, 141 FEET TO THE NORTH LINE OF LOT 24 IN BLOCK 4 OF SAID L. TURNER'S RESUBDIVISION;

THENCE WEST ALONG SAID NORTH LINE OF LOT 24, 8.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 24 IN BLOCK 4;

THENCE SOUTHEAST ALONG THE WEST LINE OF SAID LOT 24 AND LOTS 23, 22, AND 21 IN SAID BLOCK 4, 103.36 FEET TO THE SOUTHWEST CORNER OF SAID LOT 21;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 21 AND ITS EAST EXTENSION, 121 FEET TO THE EAST LINE OF NORTH HERMITAGE AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF NORTH HERMITAGE AVENUE, 300 FEET TO THE NORTH LINE OF LOT 27 IN BLOCK 3 IN SAID L. TURNER'S RESUBDIVISION;

THENCE EAST ALONG SAID NORTH LINE, 125 FEET TO THE NORTHEAST CORNER OF SAID LOT 27;

THENCE SOUTH ALONG THE EAST LINE OF LOTS 27 AND 28 IN SAID BLOCK 3, 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT 28, BEING ALSO A POINT ON THE NORTH LINE OF WEST CORNELIA STREET;

THENCE EAST ALONG SAID NORTH LINE OF WEST CORNELIA STREET, 66 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 3 IN BLOCK 5 OF SAID L. TURNER'S RESUBDIVISION;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID WEST LINE OF LOT 3, 191 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3 IN BLOCK 5;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3 AND LOTS 2 AND 1 IN SAID BLOCK 5 AND THE EAST EXTENSION THEREOF, 141 FEET TO THE EAST LINE OF NORTH PAULINA STREET;

THENCE SOUTH ALONG SAID EAST LINE OF NORTH PAULINA STREET, 382.08 FEET TO THE SOUTH LINE OF THE NORTH 7.39 FEET OF LOT 28 IN BLOCK 6 OF SAID L. TURNER'S RESUBDIVISION;

THENCE EAST ALONG SAID SOUTH LINE AND THE EAST EXTENSION THEREOF, 141 FEET TO THE WEST LINE OF LOT 21 IN SAID BLOCK 6;

THENCE SOUTH ALONG SAID WEST LINE OF LOT 21, THE WEST LINE LOTS 22 TO 24 IN SAID BLOCK 6 AND THE SOUTH EXTENSION THEREOF, 161 FEET TO THE SOUTH LINE OF WEST ROSCOE STREET;

THENCE EAST ALONG SAID SOUTH LINE OF WEST ROSCOE STREET, 33.02 FEET TO THE NORTHWEST CORNER OF LOT 18 IN BLOCK 9 OF G. H. A. THOMAS' SUBDIVISION OF BLOCKS 8 & 9 OF SAID L. TURNER'S SUBDIVISION;

THENCE SOUTHEAST ALONG THE WEST LINE OF SAID LOT 18, THE WEST LINE OF LOTS 19 TO 22 IN SAID BLOCK 9 OF G. H. A. THOMAS' SUBDIVISION, 159.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 22 AND ITS EAST EXTENSION, 92.3 FEET TO THE EAST LINE OF NORTH MARSHFIELD AVENUE;

THENCE SOUTH ALONG THE EAST LINE OF NORTH MARSHFIELD AVENUE, 250.25 FEET TO THE SOUTH LINE OF THE NORTH 15 FEET OF LOT 33 IN BLOCK 8 IN SAID G.H.A. THOMAS' SUBDIVISION;

THENCE EAST ALONG SAID SOUTH LINE, 125 FEET TO THE EAST LINE OF SAID LOT 33, BEING ALSO THE WEST LINE OF THE FIRST ALLEY EAST OF NORTH MARSHFIELD AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY, 555.47 FEET TO THE NORTHEAST CORNER OF LOT 5 IN THE SUBDIVISION OF (EXCEPT THE EAST 8 FEET) THE WEST HALF OF THE SOUTH 99.47 FEET OF BLOCK 7 OF SAID L. TURNER'S SUBDIVISION;

THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION OF (EXCEPT THE EAST 8 FEET) THE WEST HALF OF THE SOUTH 99.47 FEET OF BLOCK 7 OF L. TURNER'S SUBDIVISION, 125 FEET TO THE NORTHWEST CORNER OF LOT 1 THEREOF, BEING ALSO THE EAST LINE OF NORTH MARSHFIELD AVENUE;

THENCE NORTH ALONG SAID EAST LINE, 25.35 FEET, MORE OR LESS TO THE NORTH LINE OF A CHICAGO TRANSIT AUTHORITY RIGHT OF WAY;

THENCE EAST ALONG SAID NORTH LINE OF THE CHICAGO TRANSIT AUTHORITY RIGHT OF WAY, 123.84 FEET TO THE WEST LINE OF THE FIRST ALLEY WEST OF NORTH ASHLAND AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY WEST OF NORTH ASHLAND AVENUE AND ITS NORTH EXTENSION, 1174.53 FEET TO THE CENTER LINE OF WEST ADDISON STREET;

THENCE EAST ALONG THE CENTER LINE OF WEST ADDISON STREET, 346.74 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 45 IN BLOCK 4 IN LANE PARK ADDITION TO LAKEVIEW IN SAID SECTION 20, BEING ALSO THE EAST LINE OF THE FIRST ALLEY EAST OF NORTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID NORTH EXTENSION AND SAID EAST LINE OF THE FIRST ALLEY AND ITS SOUTH EXTENSION, 1693.77 FEET TO THE SOUTH LINE OF WEST HENDERSON STREET;

THENCE WEST ALONG SAID SOUTH LINE OF WEST HENDERSON STREET, 9 FEET TO THE CENTER LINE OF THE FIRST ALLEY EAST OF NORTH ASHLAND AVENUE AND LYING EAST OF AND ADJOINING LOTS 19 TO 28 IN BLOCK 1 IN SICKEL AND HUFMEYER'S SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20;

THENCE SOUTH ALONG SAID CENTER LINE, 266.3 FEET TO THE NORTH LINE OF WEST SCHOOL STREET;

THENCE WEST ALONG THE NORTH LINE OF WEST SCHOOL STREET, 8 FEET TO THE NORTH EXTENSION OF THE WEST LINE OF LOT 19 IN KEMNITZ AND WOLFF'S SUBDIVISION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, BEING ALSO THE EAST LINE OF THE FIRST ALLEY EAST OF NORTH ASHLAND AVENUE;

THENCE SOUTH ALONG SAID EAST LINE OF THE FIRST ALLEY AND ITS SOUTH EXTENSION, 398.3 FEET TO THE SOUTH LINE OF WEST MELROSE STREET;

THENCE EAST ALONG THE SOUTH LINE OF WEST MELROSE STREET AND THE EAST EXTENSION THEREOF, 531.55 FEET TO THE EAST LINE OF NORTH GREENVIEW AVENUE;

THENCE SOUTH ALONG THE EAST LINE OF NORTH GREENVIEW AVENUE, 125 FEET TO THE SOUTH LINE OF LOT 70 IN ALBERT WISNER'S SUBDIVISION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 20, BEING ALSO THE NORTH LINE OF THE FIRST ALLEY NORTH OF WEST BELMONT AVENUE;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, 451.7 FEET TO THE EAST LINE OF LOT 53 IN SAID ALBERT WISNER'S SUBDIVISION, BEING ALSO THE WEST LINE OF THE FIRST ALLEY WEST OF NORTH SOUTHPORT AVENUE;

THENCE NORTH ALONG SAID WEST LINE OF THE FIRST ALLEY, 3782.50 FEET TO THE SOUTH LINE OF WEST GRACE STREET, SAID SOUTH LINE BEING ALSO THE NORTH LINE OF LOT 48 IN BLOCK 2 OF ROOD'S SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20;

THENCE WEST ALONG THE SOUTH LINE OF WEST GRACE STREET, 235.74 FEET TO THE SOUTH EXTENSION OF THE EAST LINE OF NORTH JANSSEN AVENUE;

THENCE NORTH ALONG SAID SOUTH EXTENSION AND SAID EAST LINE OF NORTH JANSSEN AVENUE, 396.69 FEET TO THE NORTHWEST CORNER OF LOT 19 IN BLOCK 4 OF LAKE VIEW HIGH SCHOOL SUBDIVISION IN THE NORTHWEST QUARTER OF THE OF THE NORTHWEST QUARTER OF SAID SECTION 20;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 19 AND ITS EAST EXTENSION, 194.43 FEET TO WEST LINE OF LOT 10 IN SAID BLOCK 4 OF LAKE VIEW HIGH SCHOOL SUBDIVISION, BEING ALSO THE EAST LINE OF THE FIRST ALLEY WEST OF NORTH SOUTHPORT AVENUE;

THENCE NORTH ALONG SAID EAST LINE OF THE FIRST ALLEY AND ITS NORTH EXTENSION, 117.81 FEET TO THE SOUTH LINE OF LOT 5 IN SAID BLOCK 4 OF LAKE VIEW HIGH SCHOOL SUBDIVISION, BEING ALSO THE NORTH LINE OF THE FIRST ALLEY SOUTH OF WEST BYRON STREET;

THENCE EAST ALONG SAID NORTH LINE OF THE FIRST ALLEY, 127.11 FEET TO THE SOUTHWEST CORNER OF THE EAST 15.00 FEET OF LOT 7 IN SAID BLOCK 4 OF LAKE VIEW HIGH SCHOOL SUBDIVISION;

THENCE NORTH ALONG THE WEST LINE OF SAID EAST 15.00 FEET OF LOT 7 IN BLOCK 4 OF LAKE VIEW HIGH SCHOOL SUBDIVISION, 150 FEET TO THE SOUTH LINE OF WEST BYRON STREET;

THENCE EAST ALONG SAID SOUTH LINE OF WEST BYRON STREET, 266.50 FEET TO THE POINT OF BEGINNING.

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14-19-404-019-0000	14-19-417-038-1004	14-19-426-042-1024	14-19-430-025-1002
14-19-404-030-1002	14-19-417-038-1005	14-19-426-042-1026	14-19-430-025-1004
14-19-404-034-1004	14-19-417-038-1006	14-19-426-042-1027	14-19-430-025-1005
14-19-404-034-1008	14-19-417-038-1008	14-19-426-042-1028	14-19-430-025-1006
14-19-404-034-1009	14-19-417-039-1001	14-19-426-042-1032	14-19-434-046-1001
14-19-405-020-1004	14-19-417-039-1002	14-19-426-042-1035	14-19-434-046-1005
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14-19-405-020-1015	14-19-417-039-1007	14-19-426-042-1050	14-19-434-046-1023
14-19-405-020-1017	14-19-417-039-1008	14-19-426-042-1051	14-19-434-046-1026
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9/25/2025

REPORTS OF COMMITTEES

31771

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14-30-204-067-1034	14-30-204-067-1100	

PUBLIC HEARING ON SPECIAL SERVICE AREA NO. 72 FOR CHANGE IN SPECIAL SERVICES, IMPOSITION OF ANNUAL SERVICE TAX AT 1.75 PERCENT AND EXTENSION OF ORIGINAL LEVY PERIOD FROM 2025 THROUGH 2039.

[O2025-0019745]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends passage of an ordinance for a Public Hearing on Special Service Area Number 72 for change in special services, imposition of annual service tax at 1.75 percent and extension of original levy period from 2025 through 2039 (O2025-0019745), which was introduced September 23, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body Pass said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Special Service Area Tax Law"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On December 14, 2016, the City Council of the City of Chicago (the "City Council") enacted an ordinance ("Initial Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 39281 through 39294, which established an area known and designated as City of Chicago Special Service Area Number 72 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2016 through and including 2025 (the "Initial Levy Period"), not to exceed an annual rate of 1.75 percent 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 of Chicago generally (the "Initial Special Services"); and

WHEREAS, The Initial Ordinance established the Area as that territory consisting approximately of the area on both sides of West Chicago Avenue between Central Avenue on the west and Kilpatrick Avenue on the east, and along both sides of Cicero Avenue between Rice Street on the north and Ohio Street on the south; and

WHEREAS, The Initial Special Services authorized in the Initial Ordinance include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The City now desires to: (i) authorize certain special services in the Area distinct from the Initial Special Services (the "Special Services"); (ii) authorize the Services Tax at an annual rate of 1.75 percent of the equalized assessed value of the taxable property within the Area; and (iii) authorize the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Initial Levy Period to a period from tax year 2025 through and including tax year 2039 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to: (i) the authorization of the Special Services distinct from the Initial Special Services; (ii) the authorization of the Services Tax at an annual rate of 1.75 percent of the equalized assessed value of the taxable property within the Area; and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area;

(b) the Area is contiguous; and

(c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing"), in order to consider: (i) the authorization of the Special Services distinct from the Initial Special Services; (ii) the authorization of the Services Tax at an annual rate of 1.75 percent of the equalized assessed value of the taxable property within the Area; and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of 1.75 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2025 through and including 2039. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2025 is \$193,377. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract," each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists approximately of the area on both sides of West Chicago Avenue, between North Central Avenue on the west and North Kilpatrick Avenue on the east, and along both sides of North Cicero Avenue, between West Rice Street on the north and West Ohio Street on the south.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing.

City Of Chicago Special Service Area No. 72.

Notice is hereby given that at ____ o'clock __.M., on the ____ day of _____, 2025 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, in order to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 72 (the "Area"). The matters shall include: (i) authorizing certain special services in the Area distinct from the initial special services authorized to be provided (the "Special Services"); (ii) authorizing the Services Tax at an annual rate of 1.75 percent of the equalized assessed value of the taxable property within the Area; and (iii) authorizing the extension of the Initial Levy Period for which the levy of the Services Tax is authorized within the Area through and including tax year 2039. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract," each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual rate of 1.75 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2025 is \$193,377. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists approximately of the area on both sides of West Chicago Avenue between Central Avenue on the west and Kilpatrick Avenue on the east, and along both sides of Cicero Avenue between Rice Street on the north and Ohio Street on the south.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by: (i) the authorization of the Special Services in the Area distinct from the initial special services provided therein; (ii) the authorization of the Services Tax at an annual rate of 1.75 percent of the equalized assessed value of the taxable property within the Area; and (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Initial Levy Period to the period from tax year 2025 through and including tax year 2039, may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to: (i) the authorization of the Special Services in the Area distinct from the Initial special services provided therein; (ii) the authorization of the Services Tax at an annual rate of 1.75 percent of the equalized assessed value of the taxable property within the Area; and/or (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Initial Levy Period to the period from tax year 2025 through and including tax year 2039, is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2025.

City Clerk, City of Chicago
Cook County, Illinois

SECTION 5. 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 6. This ordinance shall control over any provision of any other ordinance, resolution, motion, or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

*Exhibit 1.**Legal Description And Permanent Index Numbers For Special Service Area No. 72.*

THAT PART OF SECTIONS 3, 4, 9 AND 10 IN TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF NORTH CENTRAL AVENUE WITH THE CENTER LINE OF WEST CHICAGO AVENUE IN THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH CENTRAL AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 10 IN BLOCK 1 IN THE SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 10 IN BLOCK 1 IN THE SUBDIVISION OF PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, AND THE EASTERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY EAST OF NORTH CENTRAL AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY EAST OF NORTH CENTRAL AVENUE TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE;

THENCE EAST ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE AND THE EASTERLY EXTENSION THEREOF (AS IT CROSSES NORTH PINE AVENUE) TO THE CENTER LINE OF NORTH LONG AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH LONG AVENUE TO THE WESTERLY EXTENSION OF THE CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE TO THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN THE RESUBDIVISION OF LOTS 10, 11 AND 12 IN BLOCK 3 AND LOTS 13, 14 AND 15 IN BLOCK 4 IN THE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING EAST OF THE WEST 1,290.2 FEET THEREOF, OF SECTION 4 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE WEST LINE OF LOT 1 IN THE RESUBDIVISION OF LOTS 10, 11 AND 12 IN BLOCK 3 AFORESAID TO THE SOUTH LINE THEREOF;

THENCE EAST ALONG THE SOUTH LINE OF LOT 1 IN THE RESUBDIVISION OF LOTS 10, 11 AND 12 IN BLOCK 3 AFORESAID AND THE EASTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH LOREL AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF NORTH LOREL AVENUE TO THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 4 IN THE RESUBDIVISION OF LOTS 10, 11 AND 12 IN BLOCK 3 AND LOTS 13, 14 AND 15 IN BLOCK 4 AFORESAID;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE NORTH LINE OF LOT 4 IN THE RESUBDIVISION OF LOTS 10, 11 AND 12 IN BLOCK 3 AND LOTS 13, 14 AND 15 IN BLOCK 4 AFORESAID TO THE WEST LINE OF LOT 12 IN BLOCK 4 IN THE SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER LYING EAST OF THE WEST 1,290.2 FEET THEREOF, OF SECTION 4 AFORESAID;

THENCE NORTH ALONG SAID WEST LINE OF LOT 12 IN BLOCK 4 AFORESAID AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE;

THENCE EAST ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE AND THE EASTERLY EXTENSION THEREOF (AS IT CROSSES NORTH LOCKWOOD AVENUE AND NORTH LATROBE AVENUE) TO THE CENTER LINE OF NORTH LARAMIE AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH LARAMIE AVENUE TO THE WESTERLY EXTENSION OF THE CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE AND THE EASTERLY EXTENSION THEREOF (AS IT CROSSES NORTH LEAMINGTON AVENUE, NORTH LECLAIRE AVENUE AND NORTH LAWLER AVENUE) TO THE CENTER LINE OF NORTH LAVERGNE AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH LAVERGNE AVENUE TO THE WESTERLY EXTENSION OF THE CENTER LINE OF THE 18 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE;

THENCE EAST ALONG SAID WESTERLY EXTENSION AND THE CENTER LINE OF THE 18 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE (AS IT CROSSES NORTH LAMON AVENUE) TO THE CENTER LINE OF THE 18 FOOT WIDE ALLEY WEST OF NORTH CICERO AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF THE 18 FOOT WIDE ALLEY WEST OF NORTH CICERO AVENUE AND THE NORTHERLY EXTENSION THEREOF TO THE CENTER LINE OF WEST RICE STREET;

THENCE EAST ALONG SAID CENTER LINE OF WEST RICE STREET (AS IT CROSSES NORTH CICERO AVENUE) TO THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 17 IN BLOCK 15 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3 AFORESAID;

THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND THE EAST LINE OF LOT 17 IN BLOCK 15 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION, AND THE SOUTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE;

THENCE EAST ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY NORTH OF WEST CHICAGO AVENUE TO THE CENTER LINE OF NORTH KILPATRICK AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF NORTH KILPATRICK AVENUE TO THE EASTERLY EXTENSION OF THE CENTER LINE OF THE 18 FOOT WIDE ALLEY SOUTH OF WEST CHICAGO AVENUE;

THENCE WEST ALONG SAID CENTER LINE OF THE 18 FOOT WIDE ALLEY SOUTH OF WEST CHICAGO AVENUE TO THE CENTER LINE OF THE 18 FOOT WIDE ALLEY EAST OF NORTH CICERO AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF THE 18 FOOT WIDE ALLEY EAST OF NORTH CICERO AVENUE (AS IT CROSSES WEST SUPERIOR STREET, WEST HURON STREET AND WEST ERIE STREET) TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 24 IN BLOCK 7 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 24 IN BLOCK 7 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION TO THE WEST LINE OF THE EAST 31 FEET OF LOTS 25 AND 26 IN BLOCK 7 AFORESAID;

THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 31 FEET OF LOTS 25 AND 26 IN BLOCK 7 IN WEST CHICAGO LAND COMPANY'S SUBDIVISION, AND THE SOUTHERLY EXTENSION THEREOF, TO THE CENTER LINE OF WEST OHIO STREET;

THENCE WEST ALONG SAID CENTER LINE OF WEST OHIO STREET TO THE SOUTHERLY EXTENSION OF THE CENTER LINE OF THE 15 FOOT WIDE ALLEY WEST OF NORTH CICERO AVENUE;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE CENTER LINE OF THE 15 FOOT WIDE ALLEY WEST OF NORTH CICERO AVENUE (AS IT CROSSES WEST ERIE STREET, WEST HURON STREET AND WEST SUPERIOR STREET) TO THE CENTER LINE OF THE 18 FOOT WIDE ALLEY SOUTH OF WEST CHICAGO AVENUE;

THENCE WEST ALONG SAID CENTER LINE OF THE 18 FOOT WIDE ALLEY SOUTH OF WEST CHICAGO AVENUE AND THE WESTERLY EXTENSION THEREOF (AS IT CROSSES NORTH LAMON AVENUE AND NORTH LAVERGNE AVENUE) TO THE CENTER LINE OF NORTH LECLAIRE AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH LECLAIRE AVENUE TO THE EASTERLY EXTENSION OF THE CENTER LINE OF THE VACATED ALLEY SOUTH OF WEST CHICAGO AVENUE;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE CENTER LINE OF THE VACATED ALLEY SOUTH OF WEST CHICAGO AVENUE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH LARAMIE AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF NORTH LARAMIE AVENUE TO THE EASTERLY EXTENSION OF THE CENTER LINE OF THE VACATED ALLEY SOUTH OF WEST CHICAGO AVENUE;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE CENTER LINE OF THE VACATED ALLEY SOUTH OF WEST CHICAGO AVENUE TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH LARAMIE AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH LARAMIE AVENUE TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF WEST CHICAGO AVENUE DEDICATED BY DOCUMENT NUMBER 0020517878;

THENCE WEST ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY SOUTH OF WEST CHICAGO AVENUE DEDICATED BY DOCUMENT NUMBER 0020517878 AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH LATROBE AVENUE AT THE EASTERLY EXTENSION OF THE CENTER LINE OF THE VACATED ALLEY SOUTH OF WEST CHICAGO AVENUE LYING WITHIN BLOCK 1 IN W.C. REYNOLD'S SUBDIVISION OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9 AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE CENTER LINE OF THE VACATED ALLEY SOUTH OF WEST CHICAGO AVENUE LYING WITHIN BLOCK 1 IN W.C. REYNOLD'S SUBDIVISION TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 7 IN BLOCK 1 AFORESAID;

THENCE NORTH ALONG SAID SOUTHERLY EXTENSION AND THE WEST LINE OF LOT 7 IN BLOCK 1 IN W.C. REYNOLD'S SUBDIVISION TO THE NORTH LINE OF THE SOUTH 34 FEET OF LOTS 8, 9 AND 10 IN BLOCK 1 AFORESAID;

THENCE WEST ALONG SAID NORTH LINE OF THE SOUTH 34 FEET OF LOTS 8, 9 AND 10 IN BLOCK 1 IN W.C. REYNOLD'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH LOCKWOOD AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH LOCKWOOD AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN BLOCK 1 IN WM. WALKER'S SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 9 AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 3 IN BLOCK 1 IN WM. WALKER'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH LOCKWOOD AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH LOCKWOOD AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 47 IN BLOCK 1 IN WM. WALKER'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 47 IN BLOCK 1 IN WM. WALKER'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH LOREL AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH LOREL AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOTS 3 AND 48 IN BLOCK 2 IN WM. WALKER'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOTS 3 AND 48 IN BLOCK 2 IN WM. WALKER'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH LONG AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF NORTH LONG AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF H.A. SWANSON'S RESUBDIVISION OF LOTS 1 & 2 OF BLOCK 2 IN SUBDIVISION OF BLOCK 5 IN MERRICK'S ADDITION TO AUSTINVILLE IN SECTION 9 AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF H.A. SWANSON'S RESUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH LONG AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH LOREL AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF THE NORTH 24 FEET OF LOT 22 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 5 IN MERRICK'S ADDITION TO AUSTINVILLE IN SECTION 9 AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF THE NORTH 24 FEET OF LOT 22 IN BLOCK 2 IN THE SUBDIVISION OF BLOCK 5 IN MERRICK'S ADDITION TO AUSTINVILLE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH LOTUS AVENUE;

THENCE SOUTH ALONG SAID CENTER LINE OF NORTH LOTUS AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 3 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 5 IN MERRICK'S ADDITION TO AUSTINVILLE AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 3 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 5 IN MERRICK'S ADDITION TO AUSTINVILLE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH LOTUS AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF THE 16 FOOT WIDE ALLEY WEST OF NORTH LOTUS AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 23 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 5 IN MERRICK'S ADDITION TO AUSTINVILLE AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 23 IN BLOCK 1 IN THE SUBDIVISION OF BLOCK 5 IN MERRICK'S ADDITION TO AUSTINVILLE AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH PINE AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH PINE AVENUE TO THE EASTERLY EXTENSION OF THE SOUTH LINE OF LOT 2 IN HANSEN AND HUYCK'S RESUBDIVISION OF LOT 6 IN BLOCK 4 IN MERRICK'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 9 AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE SOUTH LINE OF LOT 2 IN HANSEN AND HUYCK'S RESUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE WEST LINE OF THE EAST 10 FEET OF LOT 4 IN HANSEN AND HUYCK'S RESUBDIVISION;

THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 10 FEET OF LOT 4 IN HANSEN AND HUYCK'S RESUBDIVISION TO THE NORTH LINE OF LOT 5 IN BLOCK 4 IN MERRICK'S SUBDIVISION;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF LOT 5 IN BLOCK 4 IN MERRICK'S SUBDIVISION AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF THE 20 FOOT WIDE ALLEY WEST OF NORTH PINE AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF THE 20 FOOT WIDE ALLEY WEST OF NORTH PINE AVENUE TO THE EASTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 25 FEET OF LOT 7 IN BLOCK 4 IN MERRICK'S SUBDIVISION AFORESAID;

THENCE WEST ALONG SAID EASTERLY EXTENSION AND THE NORTH LINE OF THE SOUTH 25 FEET OF LOT 7 IN BLOCK 4 IN MERRICK'S SUBDIVISION, AND THE WESTERLY EXTENSION THEREOF TO THE CENTER LINE OF NORTH CENTRAL AVENUE;

THENCE NORTH ALONG SAID CENTER LINE OF NORTH CENTRAL AVENUE TO THE INTERSECTION WITH THE CENTER LINE OF WEST CHICAGO AVENUE IN THE SOUTHWEST QUARTER OF SAID SECTION 4, AND THE POINT OF BEGINNING;

IN COOK COUNTY, ILLINOIS.

Permanent Index Number List For Special Service Area No. 72.

16-03-314-001-0000	16-04-331-033-0000	16-04-430-019-0000	16-09-200-019-0000
16-03-314-002-0000	16-04-331-034-0000	16-04-430-020-0000	16-09-200-020-0000
16-03-314-017-0000	16-04-331-035-0000	16-04-430-021-0000	16-09-200-021-0000
16-03-314-018-0000	16-04-331-036-0000	16-04-430-022-0000	16-09-201-001-0000
16-03-314-019-0000	16-04-331-037-0000	16-04-430-023-0000	16-09-201-002-0000
16-03-314-023-0000	16-04-331-038-0000	16-04-430-024-0000	16-09-201-003-0000
16-03-314-024-0000	16-04-423-035-0000	16-04-430-025-0000	16-09-201-004-0000
16-03-314-025-0000	16-04-423-036-0000	16-04-430-026-0000	16-09-201-024-0000
16-03-314-026-0000	16-04-423-037-0000	16-04-430-027-0000	16-09-201-025-0000
16-03-314-027-0000	16-04-423-038-0000	16-04-430-028-0000	16-09-201-026-0000
16-03-314-028-0000	16-04-423-039-0000	16-04-430-029-0000	16-09-201-053-0000
16-03-314-029-0000	16-04-423-040-0000	16-04-430-030-0000	16-09-201-054-0000
16-03-314-030-0000	16-04-424-022-0000	16-04-430-031-0000	16-09-202-001-0000
16-03-314-031-0000	16-04-424-023-0000	16-09-100-001-0000	16-09-202-002-0000
16-03-314-032-0000	16-04-424-024-0000	16-09-100-002-0000	16-09-202-003-0000
16-03-314-033-0000	16-04-424-025-0000	16-09-100-014-0000	16-09-202-004-0000
16-04-326-004-0000	16-04-424-026-0000	16-09-100-015-0000	16-09-202-005-0000
16-04-326-013-0000	16-04-424-027-0000	16-09-100-016-0000	16-09-202-006-0000
16-04-326-014-0000	16-04-424-028-0000	16-09-100-017-0000	16-09-202-007-0000
16-04-326-015-0000	16-04-424-029-0000	16-09-101-001-0000	16-09-202-008-0000
16-04-326-016-0000	16-04-424-030-0000	16-09-101-026-0000	16-09-202-009-0000
16-04-326-019-0000	16-04-425-028-0000	16-09-101-027-0000	16-09-202-010-0000
16-04-326-020-0000	16-04-425-029-0000	16-09-102-002-0000	16-09-202-011-0000
16-04-327-037-0000	16-04-425-030-0000	16-09-102-017-0000	16-09-202-012-0000
16-04-327-038-0000	16-04-425-031-0000	16-09-102-018-0000	16-09-202-013-0000
16-04-328-028-0000	16-04-426-030-0000	16-09-102-019-0000	16-09-202-014-0000
16-04-328-029-0000	16-04-426-031-0000	16-09-102-039-0000	16-09-202-015-0000
16-04-328-032-0000	16-04-426-032-0000	16-09-103-001-0000	16-09-202-016-0000
16-04-328-033-0000	16-04-426-033-0000	16-09-103-018-0000	16-09-202-017-0000
16-04-329-029-0000	16-04-426-034-0000	16-09-104-001-0000	16-09-202-018-0000
16-04-329-030-0000	16-04-429-021-0000	16-09-104-020-0000	16-09-202-019-0000
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16-04-329-033-0000	16-04-429-024-0000	16-09-105-005-0000	16-09-202-022-0000
16-04-330-032-0000	16-04-429-027-0000	16-09-105-006-0000	16-09-202-023-0000
16-04-330-033-0000	16-04-429-028-0000	16-09-105-007-0000	16-09-203-001-0000
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16-09-204-008-0000	16-10-100-040-0000
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16-09-204-011-0000	16-10-102-003-0000
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16-09-204-028-0000	16-10-102-005-0000
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16-09-215-007-0000	

SUPPORT OF COOK COUNTY CLASS 6(b) SER TAX INCENTIVE FOR PROPERTY
AT 1400 W. 46TH ST.

[O2025-0018791]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 25, 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 September 23, 2025, recommends passage of an ordinance in support of a Cook County Class 6(b) SER tax incentive for the property located at 1400 West 46th Street (O2025-0018791), which was introduced on July 16, 2025, by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- 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, Bubbly Dynamics LLC, a Delaware limited liability company (the "Applicant"), owns certain real estate located generally at 1400 West 46th Street, Chicago, Illinois 60609, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, Applicant has entered into leases with various tenants for portions of the Subject Property (the "Tenants"); and

WHEREAS, The Applicant intends to occupy the Subject Property and use or cause the Subject Property to be used for industrial purposes within the meaning of the County Ordinance; and

WHEREAS, It is intended that the Tenants will use the Subject Property for industrial purposes within the meaning of the County Ordinance; and

WHEREAS, The objective of the City in connection with the Subject Property is to retain existing industrial businesses and existing jobs, and to create new jobs; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) Sustainable Emergency Relief ("Class 6(b) SER") tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 2 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended); and (ii) the 47th/Ashland Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, The Applicant has caused the Subject Property to be used for industrial purposes for at least 10 years prior to the date of application for the Class 6(b) SER tax incentive; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) SER classification or renewal of a Class 6(b) SER classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) SER eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) SER classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) SER classification is necessary for an industrial enterprise to continue operations on such real estate and that the municipality supports and consents to the Class 6(b) SER classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) SER classification of the Subject Property, the utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby finds that the Applicant has submitted evidence of hardship to support a determination that special circumstances make the incentive necessary for the Applicant to continue operations at the Subject Property and maintain its staff, and that without such designation the Applicant's industrial enterprise would not be economically viable causing the Subject Property to be at imminent risk of becoming vacant and unused.

SECTION 3. The City hereby determines that the incentive provided by the Class 6(b) SER classification for the Subject Property is necessary.

SECTION 4. The City supports and consents to the Class 6(b) SER classification by the Assessor with respect to the Subject Property.

SECTION 5. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 6. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) SER eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 7. The Commissioner of Planning and Development (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 8. This ordinance shall be effective immediately upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

(Subject To Title And Survey)

Legal Description Of Subject Property (Note: this legal description relates to the two permanent index numbers eligible for the Class 6(b) SER below, as well as additional real property owned by the Applicant):

Parcel 1:

Lots 1 to 5, inclusive, and Lots 16 to 18, inclusive, and Lot 19 except the southwesterly 18 feet thereof (measured normal to the southwesterly lot line of said Lot 19) and Lots 45 and 55, all in Block 1 in S.E. Gross' Subdivision of the southwest quarter of the southwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian.

Also,

Parcel 1-A:

That part of the north and south vacated alley lying southeasterly of and adjoining the southeasterly line of Lots 16 and 17 in Block 1 in S.E. Gross' Subdivision aforesaid and west of and adjoining the west line of Lot 45 in Block 1 in S.E. Gross' Subdivision aforesaid, lying north of the south line of said Lot 45, produced west to its

intersection with the southeasterly line of said Lot 17, produced northeasterly; as vacated by ordinance dated January 20, 1919 and recorded March 19, 1919 as Document Number 6483722, in Cook County, Illinois.

Also,

Parcel 2:

Lots 1 to 14, inclusive, in S.E. Gross' Resubdivision of Lots 6 to 15, inclusive, and of Lots 46 to 54, inclusive, and vacated alley between said lots in Block 1 in S.E. Gross' Subdivision of the southwest quarter of the southwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 29 to 44 in Block 1 in S.E. Gross' Subdivision of the southwest quarter of the southwest quarter of Section 5, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

All that part of vacated 16-foot alley lying northerly and adjoining Lots 34 through 44, both inclusive, in Block 1 in S.E. Gross' Subdivision aforesaid, as vacated by instrument recorded January 21, 1988, as Document Number 88032259.

Commonly Known As:

1400 West 46th Street
Chicago, Illinois.

Permanent Index Numbers:

20-05-306-034-0000; and

20-05-306-036-0000.

Exhibit "B".
(To Ordinance)

Tax Incentive Classification Redevelopment Agreement With Bubbly Dynamics LLC.

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

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Project Information	Section 9 Indemnification
Signature Page	Section 10 Default and Remedies
Section 1 Recitals	Section 11 Mortgaging of the Project
Section 2 Definitions	Section 12 General Provisions
Section 3 [Intentionally omitted]	Exhibit A Legal Description of the Property
Section 4 Conditions Precedent	Exhibit B Insurance Requirements
Section 5 Continuing Obligations	Exhibit C Annual Compliance Report
Section 6 Covenants/Representations/Warranties of Developer	
Section 7 Right to Inspect	
Section 8 Environmental Matters	

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2025
Developer (preamble)	Bubbly Dynamics, L.L.C., a Delaware limited liability company
Project	Developer will continue to occupy the Facility and use or cause the Facility to be used for an industrial purpose within the meaning of the County Tax Incentive Ordinance.
Ordinance Date (Recitals)	_____, 2025
Facility (Project Information)	The approximately 65,838 square foot industrial building located on the Property
Notice Addresses (12.14)	If to the Developer: Bubbly Dynamics, 1400 West 46th Street, Chicago, Illinois 60609 Attention: John Edel 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 SER 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.

BUBBLY DYNAMICS, L.L.C.

a Delaware limited liability company

By: _____

Name: John Edel

Title: Managing Member

CITY OF CHICAGO

By: _____

Name: Ciere Boatright, Commissioner

Title: 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 John Edel (the "Representative") personally known to me to be the Managing Member of Bubbly Dynamics, L.L.C., a Delaware limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that the Representative signed, sealed, and delivered said instrument, pursuant to the authority given to the Representative by Developer, as the Representative's free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2025.

Notary Public

My Commission Expires _____

(SEAL)

9/25/2025

REPORTS OF COMMITTEES

31797

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for the said County, in the State aforesaid,
DO HEREBY CERTIFY that Ciere Boatright, personally known to me to be the Commissioner of Planning
and Development of the City of Chicago (the "City"), and personally known to me to be the same person
whose name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that she signed, sealed, and delivered said instrument, pursuant to the authority given to
her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses
and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2025.

Notary Public

My Commission Expires_____

(SEAL)

SECTION 1. RECITALS

A. Constitutional Authority. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for those reasons set forth therein, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information," the following terms shall have the meanings set forth below:

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit C to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"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.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"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 in connection with the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

"WARN Act" shall mean the Worker Adjustment and Retraining Notification Act (29 U.S.C. Section 2101 et seq.).

SECTION 3. [INTENTIONALLY OMITTED]

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 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.

4.02 Economic Disclosure Statement. Developers 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.

SECTION 5. CONTINUING OBLIGATIONS

5.01 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 for a continuous 12 month period, 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.

5.02 Continuing Obligations. Those covenants specifically described at Sections 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 Undertake. If the Developer fails to undertake the Project in accordance with the terms of this Agreement, 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 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 Intentionally Omitted.

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 seven additional full-time equivalent (minimum of 35 hours per week), permanent jobs and 15 part-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of Closing Date, for a total of 57 full-time equivalent, permanent jobs and 70 part-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

6.08 Disclosure of Interest. Developer's counsel has no direct or indirect financial ownership interest in Developer, the Property or any other aspect of the Project.

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit B.

6.10 Compliance with Laws. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances (including the City Ordinance), rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, Developer shall provide evidence satisfactory to the City of such compliance.

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

6.12 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

(a) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or

(ii) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

6.15 Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time DPD may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DPD's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DPD deems advisable. All sums so paid by DPD, if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DPD by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

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. RIGHT TO INSPECT

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 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 undertake 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 reasonable 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 (for a total of 24 months), commencing on the Closing Date 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 materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both.

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, 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 Bubbly Dynamics LLC constitutes Exhibit "A" to ordinance and printed on pages 31792 and 31793 of this *Journal*.]

(Sub)Exhibits "B" and "C" referred to in this Tax Incentive Classification Redevelopment Agreement with Bubbly Dynamics LLC read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment
Agreement With Bubbly Dynamics 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.

Worker's Compensation And Employer's Liability.

Worker's 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 "C".
(To Tax Incentive Classification Redevelopment
Agreement With Bubbly Dynamics LLC)

1400 W. 46th St.

Annual Compliance Report.

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, Bubbly Dynamics LLC ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202__:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.
- Delivery of updated insurance certificate (Section 6.09).
- Provide evidence of payment of Non-Governmental Charges (Section 6.13).
- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

- The Project is in operation.
- The Property is [Insert Percentage] occupied.
- The Project has [Insert Number] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

(d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;

- Developer hereby certifies that the Project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

Bubbly Dynamics LLC

[Insert Date]

SUPPORT OF COOK COUNTY CLASS 7(b) TAX INCENTIVE FOR PROPERTY AT
1210 W. 59TH ST.

[O2025-0018800]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 23, 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 September 23, 2025, recommends passage of an ordinance in support of a Cook County Class 7(b) tax incentive with R.A.G.E. Economic Upliftment Project LLC for the property located at 1210 West 59th Street (O2025-0018800), which was introduced on July 16, 2025, by the Honorable Brandon Johnson, Mayor, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

A recommendation of do pass was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,
Chair.

On motion of Alderperson Villegas, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois authorized to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City ("City Council"), the City established "Enterprise Zone Chicago VI" in accordance with the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., finding, among other things, that Enterprise Zone Chicago VI is a depressed area; and

WHEREAS, Certain real estate generally located at 1210 West 59th Street in the City, as more precisely described on Exhibit A attached hereto and hereby made a part hereof (the "Project Site"), is located within the boundaries of Enterprise Zone Chicago VI; and

WHEREAS, R.A.G.E. Economic Upliftment Project LLC, an Illinois limited liability company ("Applicant"), proposes to rehabilitate the approximately 7,950-square-foot Project Site and redevelop it into commercial space including a restaurant, offices and a training facility (the "Project"); and

WHEREAS, The Applicant purchased the Project Site for value; and

WHEREAS, The Project Site has been abandoned for approximately six (6) years; and

WHEREAS, The Project will increase employment opportunities, economic activity in the area and growth in the real property tax base; and

WHEREAS, The redevelopment objective of the City in connection with the Project Site is to aid in job creation, activation of a vacant building, and providing a much needed community asset to the area; and

WHEREAS, The intended use by the Applicant of the Project Site is to redevelop it into commercial space including a restaurant, offices and a training facility; and

WHEREAS, Section 74-65(b) of the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), provides that in connection with filing an eligibility application with the Office of the Assessor of Cook County, Illinois (the "Assessor"), an applicant for Class 7(b) classification must obtain an ordinance or resolution from the municipality in which the real estate is located expressly stating, among other things, that: (a) the municipality has determined that eligibility factors (1) through (5) under Section 74-65(a) of the County Ordinance are present; and (b) the municipality supports and consents to the Class 7(b) application to the Assessor; and

WHEREAS, The City's Department of Planning and Development has reviewed the proposed Project and has determined that it meets the necessary eligibility requirements for Class 7(b) designation, and hereby recommends to City Council that the City expressly determine, among other things, by ordinance that: (a) the required eligibility factors are present, and (b) the City supports and consents to the Class 7(b) application to the Assessor by the Applicant for the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the Project meets eligibility factor (1) under Section 74-65(a) of the County Ordinance in that the Project Site is located in an area in need of commercial development and designated by the City as Enterprise Zone Chicago VI.

SECTION 3. The City hereby determines that the Project meets eligibility factor (2) under Section 74-65(a) of the County Ordinance in that real estate taxes in the area during the last six years have either declined, remained stagnant and/or potential real estate taxes are not being fully realized due to the depressed condition of the area, and/or the Project Site, or property values as determined by the assessed value ("AV") or equalized assessed value ("EAV") for the redevelopment area or the Project Site have declined over the last six years, or property values as determined by the AV or EAV are increasing at a rate that is less than the balance of the City's AV or EAV for the last six years; or property values as determined by the AV or EAV for the redevelopment area/Project Site are increasing at a rate that is less than Consumer Price Index ("CPI") for All Urban Consumers as published by the United States Department of Labor for the last six years.

SECTION 4. The City hereby determines that the Project meets eligibility factor (3) under Section 74-65(a) of the County Ordinance in that there is a reasonable expectation that the Project is viable and likely to go forward on a reasonably timely basis if granted Class 7(b) designation and will therefore result in the economic enhancement of the area.

SECTION 5. The City hereby determines that the Project meets eligibility factor (4) under Section 74-65(a) of the County Ordinance in that certification of the Project for Class 7(b) designation will materially assist development, redevelopment or rehabilitation of the area and the Project would not go forward without the full incentive offered under Class 7(b).

SECTION 6. The City hereby determines that the Project meets eligibility factor (5) under Section 74-65(a) of the County Ordinance in that certification of the Project for Class 7(b) designation is reasonably expected to ultimately result in an increase in real property tax revenue and employment opportunities within the area.

SECTION 7. The City hereby expressly determines that eligibility factors (1) through (5) under Section 74-65(a) of the County Ordinance are present for the Project, and hereby expressly supports and consents to the Class 7(b) application of the Applicant to the Assessor for Class 7(b) designation of the Project and the Project Site.

SECTION 8. The City has received and filed the Applicant's Economic Disclosure Statement, as defined in the County Ordinance.

SECTION 9. The Commissioner of Planning and Development (the "Commissioner"), or a designee of the Commissioner, are each hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Applicant with the Assessor for Class 7(b) designation of the Project.

SECTION 10. The Commissioner or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 11. This ordinance shall be effective from and after its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of Project Site:

Lots 1 to 4 in Centre Avenue, being in the southeast quarter of the northwest quarter (except railroad) in Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address Of Real Estate:

1210 West 59th Street
Chicago, Illinois 60636.

Permanent Tax Identification Number:

20-17-131-023-0000.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement With
R.A.G.E. Economic Upliftment Project 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)	R.A.G.E. Economic Upliftment Project, LLC, an Illinois limited liability company
Project (3.01)	The Developer will (a) acquire and complete a gut rehabilitation of the vacant 2-story commercial building located at 1210 West 59th Street Chicago, Illinois 60636 (as further described below in <u>Exhibit A</u> , the "Property") into an approximately 7,950 square foot commercial development and (b) lease the development for the following purposes: 1) offices for the Resident Association of Greater Englewood, which is an Illinois not-for-profit corporation and the Developer's sole member, to support neighborhood programs; 2) a new location for Majani, a dine-in vegan restaurant; and 3) offices and a training facility for E'Clat, a security firm.
Ordinance Date (Recitals)	[INSERT]
Commencement Date (3.01)	[INSERT]
Completion Date (3.01)	[INSERT]
Facility (3.04)	the approximately 7,950 square foot commercial building located on the Property
Minimum Project Investment (3.04)	\$6,397,265, see Project Budget
Certificate Deadline (5.03)	[THE DATE 2 YEARS AFTER THE ORDINANCE DATE]
Notice Addresses (12.14)	If to the Developer: R.A.G.E. Economic Upliftment Project, LLC 6623 South Union Avenue, Unit 1 Chicago, Illinois 60621 <u>Attention:</u> Asiah Butler, CEO with a copy to Holley & Pearson-Farrer LLP 444 W. Lake Street, Suite 1700, Chicago, IL 60606 <u>Attention:</u> Charles Holley

	If to the City: City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 <u>Attention:</u> Commissioner with a copy to City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> Finance and Economic Development Division
Tax Incentive (Recitals)	The Class 7b 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.

R.A.G.E. ECONOMIC UPLIFTMENT PROJECT, LLC,
an Illinois limited liability company

by: **RESIDENT ASSOCIATION OF GREATER
ENGLEWOOD,**
an Illinois not-for-profit corporation,
its sole member

By: _____
Name: Asiaha Butler
Title: CEO

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 Asiaha Butler (the "Representative"), personally known to me to be the CEO of Resident Association of Greater Englewood, an Illinois not-for-profit corporation, which is the sole member of R.A.G.E. Economic Upliftment Project, 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 Clere 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 _____

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(s)" shall mean the third party, or such other tenants approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease or leases 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 leases with Tenants evidencing that Tenants have leased the Property for a minimum term extending through the end of the Compliance Period.

4.03 Economic Disclosure Statement. Developers 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 Tenants 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 30 additional full-time equivalent, permanent jobs shall be created by Developer or Tenants within two (2) years of completion of the Project, for a total of 40 full-time equivalent, permanent jobs to be retained or created by Developer or Tenants 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 R.A.G.E. Economic Upliftment Project LLC constitutes Exhibit "A" to ordinance and printed on page 31816 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with R.A.G.E. Economic Upliftment Project LLC read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment Agreement
With R.A.G.E. Economic Upliftment Project LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$6,397,265
Hard Construction Costs:	\$4,263,821
M/WBE Targets:	
MBE	\$1,095,593 (26 percent)
WBE	\$ 252,829 (6 percent)
Total M/WBE Budget:	\$1,348,422

(Sub)Exhibit "C".
(To Tax Incentive Classification Redevelopment Agreement
With R.A.G.E. Economic Upliftment Project 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.

Worker's Compensation And Employer's Liability.

Worker's 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 R.A.G.E. Economic Upliftment Project 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 R.A.G.E. Economic Upliftment Project 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 a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on

the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT.

REAPPOINTMENT OF DARLENE OLIVER HIGHTOWER AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2025-0018738]

The Committee on Education and Child Development submitted the following report:

CHICAGO, September 27, 2025.

To the President and Members of the City Council:

Your Committee on Education and Child Development, for which a meeting was held on September 15, 2025, recommends approving of the reappointment of Darlene Oliver Hightower as a member of the Board of Trustees of Community College District Number 508 (A2025-0018738), introduced on July 16, 2025 by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) JEANETTE B. TAYLOR
Chair.

On motion of Alderperson Taylor, the committee's recommendation was *Concurred In* and the said proposed reappointment of Darlene Oliver Hightower as a member of the Board of Trustees of Community College District Number 508 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF OSCAR SANCHEZ AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2025-0018740]

The Committee on Education and Child Development submitted the following report:

CHICAGO, September 27, 2025.

To the President and Members of the City Council:

Your Committee on Education and Child Development, for which a meeting was held on September 15, 2025, recommends approving of the reappointment of Oscar Sanchez as a member of the Board of Trustees of Community College District Number 508 (A2025-0018740), introduced on July 16, 2025 by the Honorable Brandon Johnson, Mayor, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment which is transmitted herewith.

A recommendation of do approve was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) JEANETTE B. TAYLOR
Chair.

On motion of Alderperson Taylor, the committee's recommendation was *Concurred In* and the said proposed reappointment of Oscar Sanchez as a member of the Board of Trustees of Community College District Number 508 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

AMENDMENT OF SECTIONS 7-28-710 AND 7-28-715 OF MUNICIPAL CODE PROHIBITING RESTRICTIONS ON RESIDENTIAL COMPOSTING.

[SO2025-0018160]

The Committee on Environmental Protection and Energy submitted the following report:

CHICAGO, September 22, 2025.

To the President and Members of the City Council:

Your Committee on Environmental Protection and Energy, having had under consideration a substitute ordinance (SO2025-0018160) amending the Municipal Code Sections 7-28-710 and 7-28-715 prohibiting restrictions on residential composting, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

The substitute ordinance was approved by the members of the committee present, with one dissenting vote on September 22, 2025.

Sincerely,

(Signed) MARIA E. HADDEN,
Chair.

On motion of Alderperson Hadden, 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 7-28-710 of the Municipal Code of Chicago is hereby amended by adding the language underscored as follows:

7-28-710 Dumping Prohibited.

(Omitted text is unaffected by this ordinance.)

(b) Nothing in this section shall prohibit the composting of organic waste or land application of composted organic waste in accordance with Section 7-28-715 and Chapter 11-4 of this Code. For the purposes of this section and Section 7-28-715, the following definitions apply:

(Omitted text is unaffected by this ordinance.)

“Composting operation” means all composting activities conducted on a site, including all composting material, stored organic waste and end-product compost located on any site at any one time. “Composting operation” shall not include the collection of organic waste under Section 7-28-715(8).

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 7-28-715 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

7-28-715 Composting Standards.

(Omitted text is unaffected by this ordinance.)

(6) Enforcement Provisions. Any person that violates this section or any rule ~~or regulation~~ promulgated thereunder and is not operating under a permit under Chapter 11-4 that permits composting shall be fined not less than \$300 nor more than \$600 for each offense. Each day that a violation continues shall constitute a separate

and distinct offense to which a separate fine shall apply. In addition, if any person violates this section, the ~~commissioner of health~~ Commissioner of Health may issue an emergency or non-emergency cessation or abatement order in accordance with Section 11-4-025 of this Code.

(7) The ~~commissioner~~ Commissioner is authorized to enforce this section and rules and regulations promulgated thereunder. The ~~commissioners~~ Commissioners are authorized to administer this section and to jointly adopt and promulgate reasonable rules and regulations pertaining to the administration and enforcement of this section.

(8) Residential Composting Prohibitions Against Public Policy.

(a) No governing association, as defined in Section 7-28-840, landlord, or any other owner of a dwelling unit may adopt, maintain, or enforce any covenant, bylaw, rule, or other restriction that effectively prohibits or unreasonably restricts a unit owner, tenant, or other residential occupant from: (i) collecting organic waste for drop-off at a composting facility, as defined in Section 11-4-2510; or (ii) contracting with a duly licensed private entity to collect and process organic waste. Any such collection of organic waste shall be conducted: (A) entirely within a fully enclosed container, with no opening having a dimension greater than ¼ inch in any direction; and (B) in such a manner as to control any unreasonable odor or the unreasonable attraction of insects, rodents, birds, or other vectors or pests.

(b) Any aggrieved person, including but not limited to any unit owner, tenant, or other residential occupant, may seek injunctive or declaratory relief for a violation of subsection (8)(a) from a court of competent jurisdiction.

SECTION 2. This ordinance shall be in full force and effect upon passage and publication.

AFFIRMATION OF COMMITMENT TO GOALS OF PARIS CLIMATE AGREEMENT
AND CALL FOR FEDERAL GOVERNMENT TO SUPPORT FOSSIL FUEL
NON-PROLIFERATION TREATY.

[SR2025-0018772]

The Committee on Environmental Protection and Energy submitted the following report:

CHICAGO, September 22, 2025.

To the President and Members of the City Council:

Your Committee on Environmental Protection and Energy, having had under consideration a substitute resolution (SR2025-0018772) regarding the affirmation of commitment to goals of Paris Climate Agreement, and call for the federal government to support the Fossil Fuel Non-Proliferation Treaty, having the same under advisement begs leave to report and recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

The substitute resolution was approved by a unanimous vote of the members of the committee present and with no dissenting votes on September 22, 2025.

Sincerely,

(Signed) MARIA E. HADDEN,
Chair.

On motion of Alderperson Hadden, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The scientific consensus is clear that human activities are primarily responsible for accelerating global climate change, and that the climate crisis represents one of the greatest threats to global civilization; and

WHEREAS, Chicago is already experiencing the effects of the climate crisis, including hotter summers, warmer winters, increased frequency of severe storms, and poorer air quality linked with wildfire smoke; and

WHEREAS, Our entire community is already being impacted by the health and safety risks of fossil fuel expansion, particularly those who also face socioeconomic and health inequities, including low-income families, those experiencing homelessness, Black and Brown and Indigenous people, youth, seniors, those experiencing mental and physical disabilities, and people with health conditions; and

WHEREAS, Our youth and future generations have the most to lose from a lack of immediate action to stop fossil fuel expansion as they face major and lifelong health, ecological, social, and economic impacts from prolonged and cumulative effects of climate change, including food and water shortages, infectious diseases, and natural disasters; and

WHEREAS, The Intergovernmental Panel on Climate Change (IPCC) reported in 2018 that we must achieve net zero in greenhouse gas emissions (GHGs) by mid-century to have a reasonable chance of limiting global warming to 1.5 degrees Celsius, and its 2022 Sixth Amendment Report confirms with high confidence that the rise in climate extremes has already led to some irreversible damage, pushing natural and human systems beyond their adaptive capacity; and

WHEREAS, The Paris Climate Agreement is silent on coal, oil and gas, an omission with respect to the supply and production of fossil fuels -- the largest source of greenhouse gases -- that needs to be collectively addressed by other means; and

WHEREAS, Global movements and the fossil fuel industry are currently planning to produce more than double the amount of coal, oil and gas by 2030 than can be burned if the world is to limit warming to 1.5 degrees Celsius and avert catastrophic climate disruption; and

WHEREAS, The City of Chicago passed a Climate Emergency Resolution in 2020, recognizing the pressing threat of climate change and expressing the City's intent to pursue equity-centered climate action in response; and

WHEREAS, The Illinois General Assembly passed the Climate and Equitable Jobs Act in 2021, committing Illinois to phasing out carbon emissions from the energy and transportation sectors and creating equitable pathways to employment; and

WHEREAS, In 2022, the City of Chicago published its Climate Action Plan, establishing goals and presenting a roadmap to create a more resilient, sustainable, and healthy future for Chicago in the face of climate change; and

WHEREAS, Fossil fuel companies are currently planning new projects that will result in 120 percent more emissions by 2030, which risk undoing the work that the City of Chicago has completed to reduce greenhouse gas emissions. The construction of new fossil fuel infrastructure and the expanded reliance on coal, oil, and gas expose communities to adverse human health and safety risks at local and global levels; and

WHEREAS, The City of Chicago recognizes that it is the urgent responsibility and moral obligation of wealthy fossil fuel producers to lead in putting an end to fossil fuel development and to manage the decline of existing production; and

WHEREAS, The economic opportunities presented by a clean energy transition far outweigh those presented by the fossil fuel economy; and

WHEREAS, Our city is committed, as part of our climate emergency response, to a just energy transition and to ambitious investments in green infrastructure and industries that will create jobs and rapidly decarbonize our economy; and

WHEREAS, The people of Chicago have called for climate and environmental justice, with thousands of people protesting for environmental justice since 2019; and

WHEREAS, A new global initiative is underway calling for a Fossil Fuel Non-Proliferation Treaty that would end new fossil fuel exploration and expansion, phase out our existing production in line with the global commitment to limit warming to 1.5 degrees Celsius and accelerate equitable transition plans; and

WHEREAS, In 2021, Chicago passed a resolution urging the federal government to enter into the Treaty on the Prohibition of Nuclear Weapons, thereby setting a precedent for utilizing resolutions to urge our federal administration to enter into Treaty talks with the purpose of reducing or eliminating a threat to human life; and

WHEREAS, The City of Chicago opposes the rollback of climate policy at any level of government, affirms its ongoing commitment to the goals of the Paris Climate Agreement and pledges to meet its proportionate greenhouse gas reductions under the Paris Climate Agreement; and

WHEREAS, The City of Chicago is committed to exploring and developing local initiatives that limit fossil fuel infrastructure expansion, investing in community spaces to make them environmentally friendly, and prioritizing clean and sustainable energy to ensure a safe and healthy Chicago; now, therefore,

Be It Resolved, That we, members of the Chicago City Council, hereby affirm the City of Chicago's ongoing commitment to the goals of the Paris Climate Agreement, endorse the call for a Fossil Fuel Non-Proliferation Treaty, urge the federal government to support this initiative by entering into treaty discussions, and commit the City to prioritizing a fair and equitable clean energy transition; and

Be It Further Resolved, That suitable copies of this resolution be delivered to members of the Illinois delegation of the United States Congress.

CALL FOR HEARING(S) ON DELAYS BY DEPARTMENT OF WATER
MANAGEMENT IN NOTIFYING RESIDENTS AFFECTED BY LEAD
CONTAMINATION IN SERVICE LINES.

[R2025-0018715]

The Committee on Environmental Protection and Energy submitted the following report:

CHICAGO, September 22, 2025.

To the President and Members of the City Council:

Your Committee on Environmental Protection and Energy, to which was referred a resolution (R2025-0018715) calling for hearings on delays by the Department of Water Management in notifying residents affected by lead service lines supplying water to their homes, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This resolution was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on September 22, 2025.

Sincerely,

(Signed) MARIA E. HADDEN,
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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, A federal drinking water rule required Chicago officials to warn approximately 900,000 renters, homeowners and landlords before November 16, 2024, that their drinking water is at risk of lead contamination; and

WHEREAS, As of early July, the City had only notified seven percent of the people on its list that their water may be dangerously contaminated; and

WHEREAS, Lead pipes are a serious health hazard and no other city in the nation is as reliant on the dangerous metal as Chicago, where around 412,000 of about 490,000 service lines are at least partly made of lead or may be contaminated with it; and

WHEREAS, The City doesn't plan to finish replacing them for another five decades -- 30 years later than required by the federal government; and

WHEREAS, Climate change could amplify the health risks of lead pipes, as soaring temperatures can increase the amount of lead dissolving into and contaminating drinking water; and

WHEREAS, Service lines, which bring water from the street into homes and buildings, are just one of many plumbing fixtures -- along with faucets, valves and internal plumbing -- that can add lead to drinking water; now, therefore,

Be It Resolved, That we, members of the City Council of the City of Chicago, do hereby call for a subject matter hearing in the Committee on Environmental Protection and Energy to address why the public has not been sent letters regarding the existence of lead service lines that supply water to their homes; and

Be It Further Resolved, That representatives from the Department of Water Management shall be invited to such hearing to provide answers to the delay in notifications to residents affected by lead pipes.

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

CALL ON UNITED STATES PRESIDENT DONALD J. TRUMP TO REMOVE CUBA FROM STATE SPONSORED TERRORISM LIST AND RESTORE TRAVEL AND TRADE.

[SR2024-0011018]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, July 31, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on July 31, 2025 and to which was referred a substitute resolution calling on United States President Donald J. Trump to remove Cuba from state sponsored terrorism list and restore travel and trade (SR2024-0011018), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 12 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Ramirez, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, In 1962, the United States under President John F. Kennedy began the imposition of a full trade embargo that has been estimated to cost Cuba's economy close to \$144 Billion over the next 60 years; and

WHEREAS, In 2014, President Barack Obama and Cuban President Raul Castro began to restore diplomatic ties and removed Cuba's designation on the list of State Sponsors of Terrorism ("SSOT"), first imposed in 1982, signaled the biggest change in United States-Cuba policy since diplomatic relations were first severed; and

WHEREAS, President Donald J. Trump's administration in 2017 undid this progress by reinstating the travel and trade restrictions, and sponsored the United States State Department to add Cuba back to the list of State Sponsors of Terrorism (SSOT), without providing evidence to support the claims of acts of international terrorism; and

WHEREAS, These restrictive policies have abetted to further isolate Cuba and worsen their economic state, effectively preventing food, medicine, fuel, medical equipment and other humanitarian assistance from reaching Cubans, and directly impacted the Cuban healthcare system's ability to respond effectively to the COVID-19 pandemic; and

WHEREAS, In 2021, 117 members of the United States Congress called for the removal of Cuba from the State Sponsor of Terrorism list noting in a letter: "a policy of engagement with Cuba serves the United States interests and those of the Cuban people"; and

WHEREAS, The administration of President Joe Biden eased some of the restrictions such as the expansion of United States flights into Cuba, lifting the remittance cap for families and on May 15, 2024, removed Cuba from the United States State Department list of "not fully cooperating" with anti-terrorism efforts; and

WHEREAS, This move was seen as a step towards rapprochement, the consequences of being listed as a State Sponsors of Terrorism (SSOT) are more severe than being named as a "not fully cooperating" state, and as such has not led to immediate relief to the Cuban people or addressed the root cause of emigration from Cuba; and

WHEREAS, President Biden belatedly removed Cuba from the State Sponsor of Terrorism list in the final week of his administration, and President Donald J. Trump reinstated Cuba on the list by executive order on the first day of his new presidency; and

WHEREAS, The President has the authority to remove Cuba from the State Sponsors of Terrorism list by executive order, and to recommit to the normalization of relations with Cuba begun in 2014; and

WHEREAS, Our colleagues have called for an end to the United States embargos against Cuban trade and travel, through R2020-612, we follow the steps of several municipalities including The District of Columbia, in addition to 10 Latin American and 14 Caribbean governments that have called for the same action; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, do hereby find that President Donald J. Trump remove Cuba from the State Sponsored of Terrorism list and enact a complete restoration of travel and trade between the two countries ending the United States' imposition of injustice and harm facing all sectors of Cuban society; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the Honorable Richard J. Durbin, the Honorable Tammy Duckworth, the Illinois Congressional Delegation and the President of the United States of America.

CALL ON UNITED STATES CONGRESS TO ESTABLISH END DATE FOR PUERTO RICO FINANCIAL OVERSIGHT AND MANAGEMENT BOARD AND ENSURE TRANSITION TOWARD PUERTO RICAN FISCAL AUTONOMY.

[R2025-0017499]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, July 31, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on July 31, 2025 and to which was referred a resolution calling on the United States Congress to establish end date for Puerto Rico Financial Oversight and Management Board and ensure transition toward Puerto Rican fiscal autonomy (R2025-0017499), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 12 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Ramirez, 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, In 2016, the United States Congress enacted the Puerto Rico Oversight, Management, and Economic Stability Act ("PROMESA"), establishing the Financial Oversight and Management Board for Puerto Rico (the "Board" or "La Junta") to oversee the restructuring of Puerto Rico's public debt and manage the island's fiscal plans; and

WHEREAS, Nearly a decade later, the Board continues to exert sweeping authority over the island's fiscal policies, raising serious concerns about the erosion of local democratic governance and self-determination for Puerto Ricans; and

WHEREAS, While Puerto Rico has made progress in restructuring its debt, restoring access to capital markets, and implementing fiscal reforms, the continued operation of the Board without a defined end date poses a threat to long-term recovery, fiscal autonomy, and democratic accountability; and

WHEREAS, Residents of Puerto Rico are United States citizens who deserve the same rights to self-governance and democratic representation as those living in any other nation; and

WHEREAS, Austerity measures imposed under the Board's oversight have severely undermined public services -- particularly in education, healthcare, and municipal infrastructure -- with devastating consequences for the most vulnerable; and

WHEREAS, The University of Puerto Rico, a cornerstone of the island's public education system and a pathway to economic mobility, has suffered funding cuts of over 50 percent, jeopardizing its mission and accessibility; and

WHEREAS, Deep reductions to the municipal equalization fund ("fondo de equiparación") have destabilized local governments across the island, impairing their ability to deliver essential services and maintain public infrastructure; and

WHEREAS, Over 600,000 Puerto Ricans have migrated to the continental United States since the Board's creation, a mass exodus fueled by rising costs of living, deteriorating public services, and limited economic opportunities at home; and

WHEREAS, Recovery from natural disasters, including Hurricanes María and Fiona, a series of earthquakes, and the COVID-19 pandemic, has been delayed by federal disbursement bottlenecks and onerous approval processes controlled by the Board; and

WHEREAS, The indefinite existence of the Board undermines Puerto Rico's fiscal sovereignty, perpetuates dependency, and erodes public trust in government institutions; and

WHEREAS, The City of Chicago is home to one of the largest Puerto Rican communities in the continental United States, including in the historic neighborhood of Humboldt Park, where residents maintain deep familial, cultural, and economic ties to the island and are directly impacted by policies enacted by the Board; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, do hereby urge the United States Congress to take immediate action to:

1. Establish a definitive end date for the operation of the Puerto Rico Financial Oversight and Management Board;
2. Ensure a transition toward full fiscal autonomy and local democratic governance in Puerto Rico;
3. Promote economic self-actualization and just recovery efforts that are community-driven and accountable to Puerto Ricans on the island.

Be It Further Resolved, That a suitable copy of this resolution be delivered to members of the Illinois Congressional Delegation.

ISSUANCE OF FORMAL APOLOGY FROM CITY COUNCIL TO BLACK CITIZENS OF CHICAGO FOR HISTORICAL INJUSTICES OF SLAVERY.

[R2025-0015728]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, September 24, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on September 24, 2025 and to which was referred a resolution issuing a formal apology from the City Council to Black citizens of Chicago for historical injustices of slavery (R2025-0015728), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 12 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Ramirez, 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, Coleman, Moore, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Villegas, Mitts, Nugent, Vasquez, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 43.

Nays -- Alderpersons Lopez, Sposato, Napolitano, Gardiner -- 4.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Chicago's first non-Indigenous settler, Jean Baptiste Point du Sable, was a Black man of African descent who established the first permanent settlement at the mouth of the Chicago River in the late 18th century, laying the foundation for what would become one of the greatest cities in the world; and

WHEREAS, Despite this legacy, African Americans in Illinois have endured centuries of systemic oppression, beginning with the introduction of slavery to the Midwest by

French explorers in the mid-1700s, a practice that persisted even after Illinois was admitted to the Union as a “free” state in 1818; and

WHEREAS, The Illinois Black Codes (1819 -- 1865) subjected free Black residents to oppressive restrictions, including the denial of voting rights, the inability to testify against white citizens, and prohibitions against gathering in groups, bearing arms, or serving in the militia, effectively rendering them second-class citizens in their own land; and

WHEREAS, The forced labor of Black people, including indentured servitude at the salt mines in southern Illinois, directly contributed to the economic foundation of the state while denying Black individuals the freedoms and opportunities afforded to others; and

WHEREAS, After the formal abolition of slavery in 1865, African Americans in Chicago continued to face racial discrimination through segregation, redlining, disenfranchisement, and systemic inequities in housing, employment, and education -- many of which persist today; and

WHEREAS, The ongoing detrimental impacts of slavery and segregation are evident in present-day racial disparities in wealth, health outcomes, education, and access to economic opportunity, necessitating urgent and sustained efforts to address these injustices; and

WHEREAS, Despite these injustices, Chicago’s African American community has played a defining role in the City’s cultural, economic, and political life, leading movements for civil rights, labor justice, and social change, while enriching Chicago with contributions in music, literature, business, and faith; and

WHEREAS, The City of Chicago acknowledges that historical injustices, rooted in slavery and systemic racism, have caused lasting harm that continues to the present day; and

WHEREAS, The City calls on both the City and the State of Illinois to take greater steps to repair the harm done to Black Americans as a result of slavery and segregation, including through policy reforms, economic investment, and community-driven initiatives that promote racial equity and justice; and

WHEREAS, A formal apology is a critical step toward truth, reconciliation, and justice, affirming the City’s commitment to repairing past harms and building a more equitable future; now, therefore,

Be It Resolved, That the City Council formally apologizes to the Black citizens of Chicago for the historical injustices of slavery, segregation, systemic racism, and the policies that have perpetuated racial inequality.

CALL FOR HEARING(S) ON IMPLEMENTATION OF GENDER-BASED VIOLENCE PREVENTION SERVICES AND PROGRAMMING IN CHICAGO.

[R2025-0017551]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, September 24, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on September 24, 2025 and to which was referred a resolution calling for hearing(s) on implementation of gender-based violence prevention services and programming in Chicago (R2025-0017551), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 12 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Ramirez, 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The City of Chicago Violence Reduction Dashboard demonstrates domestic homicide victimizations have increased by 33 percent through May 18, 2025 (year over year); domestic non-fatal shooting victimizations have not declined; and domestic criminal sexual assault victimizations have increased by eight percent; and

WHEREAS, Reported incidents of domestic aggravated battery have increased dramatically over the last decade, from 2,045 reported incidents in 2014 and 2,291 incidents in 2015, to 3,062 in 2018 and 3,344 in 2019; 3,113 in 2020; 3,107 in 2021; 2,870 in 2022; 3,325 in 2023, and 3,345 reported domestic aggravated battery incidents in 2024; and

WHEREAS, More than half of survivors of domestic violence did not go to law enforcement for help or to report the crime in 2023, according to the annual federal crime victimization study by the Department of Justice; and

WHEREAS, The Illinois Domestic Violence Hotline received 16,123 contacts from the City of Chicago in 2023, which demonstrates a 26 percent increase from 2022 and a 52 percent increase from pre-pandemic 2019; and

WHEREAS, For 124 days -- more than one-third of the year -- there were no beds or cribs at domestic violence shelters in Chicago, according to The Network: Advocating Against Domestic Violence; and

WHEREAS, The City funds a number of gender-based violence programs to support survivors of domestic violence, sexual assault and human trafficking; and prevent future violence via the American Rescue Plan Act ("ARPA"), which will expire in the very near future and require further budget obligations and expenditures from the City; and

WHEREAS, ARPA-funded programs include the Emergency Fund for Gender-Based Violence ("GBV") Survivors (completed 50 percent or more, \$5,000,000 adopted budget as of Q1 2024, and \$10,000,000 adopted budget as of Q1 2025); and

WHEREAS, ARPA-funded programs include Gender-based Violence Victim Services to Young People (completed 50 percent or more, \$5,000,000 adopted budget as of both Q1 2024 and Q1 2025); and

WHEREAS, ARPA-funded programs include Rapid Rehousing Services for Gender-Based Violence Survivors (completed less than 50 percent, \$4,638,000 adopted budget as of Q1 2024 and \$4,462,000 adopted budget as of Q1 2025); and

WHEREAS, Rapid Rehousing Services for Gender-Based Violence Survivors served 257 survivor-led households in 2024, who were most often Black women between ages 25 and 44; and

WHEREAS, ARPA-funded programs include Gender-Based Violence Prevention, Education and Training (completed less than 50 percent, \$1,225,000 adopted budget in both Q1 2024 and Q1 2025), to train City front line staff and the public on gender-based violence; and has more than \$600,000 in unspent funds; and

WHEREAS, ARPA-funded programs also include nearly completed projects, such as Legal Services for Gender-Based Violence Survivors (89.6 percent of a \$4.1 Million budget spent) to support survivors in obtaining protective orders, participating in criminal cases as victim witnesses and getting accommodations at school or work; and

WHEREAS, ARPA-funded programs to address Gender-Based Violence total \$25,000,000 over the period of the grants, demonstrating a substantial budgeting need for continued GBV services and prevention programming in future City budgets; and

WHEREAS, The increase in domestic incidents of violent crime, the positive impact of survivors accessing services at community-based providers in the City, as well as the sunsetting of American Rescue Plan Act funds, demonstrates the need for City Council to take action to establish long-term funding sources for expanded GBV services and violence prevention efforts; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the City Council, gathered this 25th day of September 2025, do hereby call upon the Committee of Health and Human Relations to hold a hearing on the implementation of gender-based violence services and prevention programming in Chicago.

CALL FOR HEARING(S) ON ALLOCATION OF HIV/AIDS GRANT FUNDING.

[SR2024-0014414]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, July 31, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on July 31, 2025 and to which was referred a substitute resolution calling for hearing(s) on allocation of HIV/AIDS grant funding (SR2024-0014414), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed substitute resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 12 members present, with 0 dissentions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Ramirez, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The Chicago Department of Public Health completed the Healthy Chicago 2025 Strategic Plan, which established a five-year community health improvement plan focused on advancing racial and health equity and reducing the racial life expectancy gap; and

WHEREAS, The Chicago Department of Public Health estimates that the life expectancy gap between Black and white Chicagoans is 10.6 years, with infectious diseases, including HIV/AIDS, among the top six contributing factors; and

WHEREAS, In the United States, African American women are 15.3 times more likely to die from HIV infection than white women, and African American men are six times more likely to die from HIV infection than white men; and

WHEREAS, As a result of the health disparities, the Chicago Department of Public Health determined that beginning in 2019, this at-risk population should be one of five demographics selected for community development initiatives funding; and

WHEREAS, According to research from the BLACHE coalition, in 2019 through 2024, the Chicago Department of Public Health allocated a total of \$1.8 Million to African American/Black-led community-based organizations of its \$40.4 Million HIV/AIDS budget, accounting for only 4.46 percent of its overall grant allocations for HIV/AIDS; and

WHEREAS, In 2023, Non-Hispanic African Americans made up 42 percent of new HIV diagnoses, 49 percent of AIDS diagnoses, and 37 percent of late HIV diagnoses, despite comprising only 28.8 percent of Chicago's overall population; and

WHEREAS, In 2023, the highest rates of new individual HIV infection diagnoses occurred in Uptown, Edgewater, and South Shore, which all have significant African American neighborhood populations; and

WHEREAS, It is imperative to take action to halt new HIV infections among at-risk African American men and women, whose infection rate remains alarmingly high, even as new cases among similarly at-risk white individuals have declined to approximately 20 percent of new infections; and

WHEREAS, The Healthy Chicago 2025 Strategic Plan lists increasing access to comprehensive and culturally appropriate healthcare as a priority; 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 Health and Human Relations to convene a hearing on the allocation of HIV/AIDS grant funding and the steps taken by the Chicago Department of Public Health to realize the goals of Healthy Chicago 2025, including closing the racial life expectancy gap and ensuring access to comprehensive and culturally appropriate healthcare for all Chicagoans; and

Be It Further Resolved, That since more than 40 percent of all recently diagnosed cases affect African American Chicagoans, it is incumbent upon this legislative body to promulgate an ordinance that ensures the majority of funding provided for HIV/AIDS mitigation is provided to agencies within high impact community areas identified by AIDS Foundation Chicago as having more than 29.1 new HIV cases per 100,000 residents, thus closing the racial disparities in HIV/AIDS grant funding gaps and realizing the Healthy Chicago 2025's goal of providing culturally competent healthcare.

CALL FOR HEARING(S) ON CITY'S PLANS FOR PUBLIC HEALTH EDUCATION
AND PURSUIT OF FEDERAL PUBLIC HEALTH GRANTS.

[R2025-0017564]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, July 31, 2025.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, which convened on July 31, 2025 and to which was referred a resolution calling for hearing(s) on the City's plans for public health education and pursuit of federal public health grants (R2025-0017564), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 12 members present, with 0 dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Ramirez, 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Federal public health policies are crucial to our nation's health and safety because -- at their best -- they guide and assist States and local governments in

addressing health issues on a national scale, provide best practices for disease prevention, and help address health disparities as well as providing funding which is integral in preventing widespread illness and promoting a healthy populace; and

WHEREAS, Despite the importance of these policies, the current Secretary of the United States Department of Health and Human Services, Robert Kennedy, has a history of repeating and amplifying un-scientific and disproven conspiracies, including anti-vaccine rhetoric, racist remarks about Black people's immune systems, and other false medical claims; and

WHEREAS, Secretary Kennedy has previously proposed that Black people should follow a different vaccine schedule because -- he claims -- their immune systems are stronger than white people's, echoing racist medical tropes that suggest Black people are biologically different from others; and

WHEREAS, Secretary Kennedy has previously proposed correlations between vaccination and autism, a claim that has been disproved by the scientific community; and

WHEREAS, Secretary Kennedy has previously proposed correlations between fluoride additives in drinking water and arthritis and bone cancer, a claim that has been disproved by the scientific community, but has already resulted in the elimination of fluoride additives in Florida's drinking water; and

WHEREAS, This misinformation about public health deteriorates the public trust in our government and public health systems, and it is imperative that the City seeks guidance from the State, County, public health experts, and scientists, rather than follow policies that are informed by conspiracy and racism; and

WHEREAS, While the City of Chicago will continue to comply with the requirements of federal grants, the City has a responsibility to adopt and implement evidence-based public health policy to safeguard all of our residents; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, do hereby call on the Committee on Health and Human Relations to hold a subject matter hearing with the Commissioner of the Chicago Department of Public Health to discuss the City's plans for public health education, pursuing public health grants from the federal and State government as well as any other source, and the department's relationship with the State of Illinois and Cook County to improve our public health systems.

COMMITTEE ON HOUSING AND REAL ESTATE.

ESTABLISHMENT OF JACKSON PARK HOUSING PILOT PROGRAM BY AMENDING SECTION 2-44-110 AND VARIOUS PARTS OF CHAPTERS 5-10 AND 5-12 OF MUNICIPAL CODE.

[SO2023-0004085]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on September 24, 2025, and to which was referred an ordinance from Alderperson Yancy for the establishment of Jackson Park Housing Pilot Program by amending Section 2-44-110 and various parts of Chapters 5-10 and 5-12 of the Municipal Code (5th, 6th and 20th Wards) (SO2023-0004085), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said substitute ordinance transmitted herewith.

This recommendation was passed as substitute by the same roll call as was used to determine quorum in committee. At City Council, which took place on September 25, 2025 under Rule 30 a minor scrivener's error was corrected and the amended substitute was passed by the first most favorable roll call vote for item one on the Committee on Finance report.

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, 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 -- 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 pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, it may exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power to regulate for the protection of the public health, safety, morals, and welfare; and

WHEREAS, gentrification and displacement exacerbate historic patterns of racial and economic segregation, deepen concentrations of poverty and wealth, and widen disparities in access to good schools, jobs, healthcare and other amenities; and

WHEREAS, there are currently approximately 184 vacant City-owned sites in the area depicted on Exhibit A (the "Jackson Park Pilot Area") and the City is committing to reserving a portion of these lots for the development of affordable housing; and

WHEREAS, the City's inventory of vacant land is a key resource which can be leveraged to ensure development of quality affordable housing for current and future residents of the Jackson Park Pilot Area; and

WHEREAS, the investment being made by the Obama Foundation creates an opportunity for good paying jobs in the community and \$3.1 billion in new economic development after decades of disinvestment. At the same time, city leaders must ensure these new economic opportunities don't create unintended consequences for our most vulnerable and provide *all* residents with the tools and resources they need to access affordable housing; and

WHEREAS, the Jackson Park Pilot Area is experiencing among the most significant increases in property values, rental rates, and displacement pressures in the City of Chicago; and

WHEREAS, since 2015, median rents in the Jackson Park Pilot Area have increased by approximately 43%, while home values have risen by 130%; and

WHEREAS, 53.2% of households in the Jackson Park Pilot Area are classified as rent burdened—paying more than 30% of their income toward rent—a rate significantly higher than the citywide average; and

WHEREAS, investor activity in residential property purchases in the Jackson Park Pilot Area has consistently outpaced citywide rates, with investor purchase accounting for 51-74% of transactions, compared to 40% citywide; and

WHEREAS, investor activity intensified during COVID-19 pandemic from 2020 to 2022, surging to 70-90% of purchases, while the citywide rate peaked at 44.6% average; and

WHEREAS, residents of the Jackson Park Pilot Area experienced the highest rate of eviction filings in 2019 and ranked second in the number of tenants receiving assistance through the City's Right to Counsel pilot program; and

WHEREAS, the City of Chicago has identified a disproportionately high number of building code violations in the Jackson Park Pilot Area, resulting in unsafe and unhealthy living conditions for many residents; and

WHEREAS, the City recognizes that major private and public capital investments may induce gentrification, and that early intervention is critical to prevent displacement of long-term residents; now, therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are included in this ordinance by reference.

SECTION 2. Reservation of City Land for Development of Affordable Homeownership and Affordable Rental Units.

(a) *Reservation of City-owned Land for CL4WF Program.* For a period of twenty (20) years from the effective date of this ordinance, the City shall reserve 25 City-owned vacant lots in the Jackson Park Pilot Area (the "Homeownership Reserved Lots") for the development of affordable homeownership under the City Lots for Working Families ("CL4WF") Program, as now or hereafter in effect. The Homeownership Reserved Lots are listed on Exhibit B attached hereto and incorporated herein.

(b) *Reservation of City-owned Land for Affordable Rental Units.* For a period of twenty (20) years from the effective date of this ordinance, the City shall reserve City-owned vacant lots in the Jackson Park Pilot Area located at 63rd & Blackstone; 69th & Stony Island; 67th & Dorchester; 71st & Paxton; 1708 E 71st Street; and in Woodlawn (the "Rental Reserved Lots") for the development of affordable rental projects as now or hereafter in effect. The City shall also reserve City-owned vacant lots at the southwest corner of the intersection of East 63rd Street and Blackstone Avenue in the Woodlawn Community Area (the "63rd/Blackstone Property") for the development of one or more rental projects. At least 75 percent of the units in any development built in accordance with this section shall be made available at a rent affordable to and occupied by a household with an income at no more than 60 percent of the Area Median Income (AMI). The Department shall strive to maximize the units created to be affordable to households with household incomes at or below 30 percent of the AMI. As it relates to the 63rd/Blackstone Property, this restriction is intended to supersede the affordability restrictions established in Section 3 of the Woodlawn Housing Preservation Ordinance, adopted by the City Council on September 9, 2020 and published in the City Council Journal of Proceedings for such date at page 20074.

(c) The Rental Reserved Lots and the 63rd/Blackstone Property are listed on Exhibit C attached hereto and incorporated herein.

(d) *Displaced Residents Right to Return.* Developments on the Rental Reserved Lots and the 63rd/Blackstone Property must give leasing preference to residents displaced from the pilot area since May 2015, for 30 days after the Development begins accepting applications. If, after 30 days, the Affordable Units remain unleased, the property owner or property management company may offer such units for lease by other income-eligible applicants. The Department of Housing shall establish a process to verify the status of an applicant as a displaced resident.

SECTION 3. Community Economic Development.

(a) *Neighborhood Developers.* Whenever the City sells City Land under this ordinance through a competitive selection process, the City shall give preference to applications and proposals submitted by qualified developers (i) that are majority-owned by one or more neighborhood residents, and whose management and daily business operations are controlled by one or more such neighborhood residents; or (ii) that have completed one or more projects within the Woodlawn and South Shore Community Areas, as defined in Section 1-14-010 of the Municipal Code of Chicago, as shown on Exhibit D, and whose principal business offices are located within such area ("Woodlawn/South Shore Neighborhood Developers"); provided, however, in the event of a conflict between this Section 3(a) and the priorities, selection criteria and requirements in the Qualified Allocation Plan ("QAP"), the QAP shall govern and control for projects selected through the QAP. As used in this ordinance, "neighborhood resident" means any person who has a primary residence in the area shown on Exhibit D for at least the preceding 12-month period at the time the developer submits an application or proposal. The Department of Housing shall establish a process to verify the status of an applicant as a Woodlawn/South Shore Neighborhood Developer.

(b) *Neighborhood Hiring.* The Department shall require the developer of each project developed under this ordinance to include a specific plan for the hiring of residents in the Woodlawn and South Shore Community Areas, including employment outreach and/or training; provided, however, in the event of a conflict between this Section 3(b) and the priorities, selection criteria and requirements in the QAP, the QAP shall govern and control for projects selected through the QAP.

SECTION 4. Property Tax Debt Relief Grant Pilot Program.

(a) In recent years, assessed values of residential buildings in several areas of the City have increased significantly, resulting in significant increases in property tax bills for those building owners. The increases in property tax bills have caused hardship for low- and moderate-income homeowners in those areas. Those homeowners may now be at increased risk of losing their homes due to failure to pay their property taxes in full and on time.

(b) It is necessary, desirable and in the public interest to provide financial and other assistance to low- and moderate-income homeowners delinquent on their property taxes and living in areas of the City experiencing rapid gentrification and consequent higher assessment values on residential properties.

(c) The Property Tax Debt Relief Grant Pilot Program (the "Debt Relief Program") is hereby established, subject to the availability of appropriated funds as a pilot program for a dollar amount not to exceed \$3,000,000, and located in the following community areas of the City: Lower West Side, Englewood, and South Shore, as defined in Section 1-14-010 of the Municipal Code of Chicago. The boundaries of each community area are shown on Exhibit E and incorporated herein by reference (the "Debt Relief Program Area"). The Debt Relief Program shall commence on a date announced by the Commissioner of Housing (the "Commissioner") following the effective date of this ordinance and shall expire the soonest of (1) three years after the Commissioner's stated commencement date, (2) on December 31, 2030, or (3) when the maximum dollar amount for funds appropriated for the Debt Relief Program has been expended.

- (d) The Debt Relief Program shall have the following requirements:
- (i) Each Grant shall be in an amount equal to the lesser of (A) \$5,000, and (B) the amount of delinquent property taxes on the applicable Eligible Building (as defined below); Eligible properties ("Eligible Buildings") are residential buildings: (A) located in the Debt Relief Program Area, (B) containing one to six residential dwelling units, (C) containing at least one unit occupied by the Grantee (hereinafter defined), (D) with a delinquent property tax bill of at least \$500, and (F) not already sold at the Cook County annual tax sale;
 - (ii) Eligible applicants ("Grantees") shall be either individuals or legal entities. If the Grantee is one or more individuals, such individuals shall be (A) residing in (as their principal residence) and owning the Eligible Building that is the subject of the application (the "Grant-Funded Building") as of the application date, (B) jointly having an annualized gross income of not more than 100% of the median family income for the City's metropolitan statistical area as published annually by HUD; and (C) having at least one individual either (1) residing in the Grant-Funded Building for at least five years prior to the application date, (2) having inherited the Grant-Funded Building from another individual who had resided in the Grant-Funded Building for at least five years prior to the application date. If the Grantee is a legal entity, the Grantee shall have as its sole owners, partners, members or beneficiaries, as applicable one or more individuals who satisfy the requirements of the immediately preceding sentence
 - (iii) Each Grantee may receive only one grant under the Debt Relief Program;
 - (iv) Each Grantee shall either (A) reside in the Eligible Building as their principal residence for at least three years following payment of their Grant to Cook County, or (B) repay to the City a pro rata portion of the Grant allocable to the portion of the three-year period following the last date of residence by the Grantee in the Eligible Building; and
 - (v) The proceeds of each Grant shall be paid directly to Cook County to pay the delinquent taxes of the Grant-Funded Building, and shall not be used for any other purpose.

Section 1. The Commissioner is authorized to issue program guidelines (the "Program Guidelines") on behalf of the City with such policies and procedures and documentation as determined necessary to administer the Debt Relief Program in accordance with the provisions of this ordinance, including but not limited to those set forth in subsection (d) above. The Program Guidelines shall be updated from time to time as deemed necessary by the Commissioner to carry out the purposes of this ordinance.

(e) The Commissioner and the proper officers, officials, and employees of the City are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents and certificates, as may be necessary to carry out and comply with the provisions of this Section 4 and the Program Guidelines. The Commissioner shall seek grant funding to fund the Debt Relief Program.

(f) The Debt Relief Program shall be included as an Eligible Program within the meaning of Section 2-44-110 of the Municipal Code of Chicago.

(g) The Commissioner is hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver an agreement (the "Program Agreement") with a program administrator (the "Administrator") to be selected by the Commissioner in the best interests of the City, to carry out the functions of the Debt Relief Program. The Program Agreement shall (i) have a term selected by the Commissioner but not to extend beyond the first anniversary following the expiration date of the Debt Relief Program, and (ii) provide for total compensation not to exceed \$300,000.

SECTION 5. Chicago Rebuild – Jackson Park Pilot Program.

(a) The City has received and may continue to receive funds from various state, federal, and philanthropic sources to use for eligible uses in connection with the rehabilitation of vacant and abandoned residential housing under the Chicago Rebuild Program established pursuant to an ordinance adopted by the City Council of the City on June 12, 2019 and published at pages 754-756 of the Journal of the Proceedings of the City Council of such date. For the purposes of this section, these funds shall be known as "the Rebuild Grant." The City intends to use a portion of the Rebuild Grant, in an amount up to \$3,000,000 in a pilot program to rehabilitate vacant and abandoned residential housing in the Jackson Park Area (the "Chicago Rebuild – South Shore Community Pilot Program"). The Chicago Rebuild – Jackson Park Pilot Program shall commence on a date announced by the Commissioner following the effective date of this ordinance and shall expire when such funds are expended and, in any case, no later than December 31, 2030.

(b) The Chicago Rebuild – Jackson Park Pilot Program shall have the following requirements:

(i) Grants by the City may be in any amount and shall be to non-for-profit organizations or for-profit organizations (each, a "Grantee") as determined by the Department pursuant to the Chicago Rebuild – Jackson Park Pilot Program Guidelines (as defined below);

(ii) Eligible properties ("Eligible Buildings") are residential buildings: (A) located in the Jackson Park Area, (B) containing one to four residential dwelling units, and (C) in need of rehabilitation;

(iii) Each Grantee shall implement an acquisition and rehabilitation subprogram (a "Subprogram"). Each Subprogram shall include: (A) recruiting and supporting developers to participate in the Chicago Rebuild – Jackson Park Pilot Program, (B) providing participating developers with grants for acquisition of Eligible Buildings by such developers, (C) using grant funds to support acquisition by the Grantee of Eligible Buildings which are then transferred to participating developers, (D) providing grants to participating developers following completion of rehabilitation of an Eligible Building in order to reduce outstanding debt on such Eligible Building; and

(iv) *Neighborhood Developers.* The City shall give preference to applications and grant requests submitted by qualified developers (i) that are majority-owned by one or

more neighborhood residents, and whose management and daily business operations are controlled by one or more such neighborhood residents; or (ii) that have completed one or more projects within the Woodlawn and South Shore Community Areas, as defined in Section 1-14-010 of the Municipal Code of Chicago, as shown on Exhibit D, and whose principal business offices are located within such area ("Woodlawn/South Shore Neighborhood Developers"); provided, however, in the event of a conflict between this Section 5(b)(iv) and the priorities and program requirements of the Chicago Rebuild program ordinance, the ordinance requirements shall govern and control. As used in this ordinance, "neighborhood resident" means any person who has a primary residence in the area shown on Exhibit D for at least the preceding 12-month period at the time the developer submits an application or proposal. The Department of Housing shall establish a process to verify the status of an applicant as a Woodlawn/South Shore Neighborhood Developer.

(v) *Affordable Homeownership.* Eligible properties rehabilitated through the Chicago Rebuild - Jackson Park Pilot Program shall be made available for sale at a price affordable for households earning up to 120 percent of the area median income (AMI) and sold to income eligible households earning at or below 120 percent of the AMI.

(vi) *Resale Price Restrictions.* All Eligible Properties rehabilitated and sold through the Chicago Rebuild – Jackson Park Pilot Program shall be subject to a resale price restriction for a period of ten (10) years. All property listings within the ten-year resale period shall be restricted in accordance with Chicago Rebuild – Jackson Park Pilot Area Program Guidelines as authorized under Section 5(c) of this ordinance and promulgated by the Commissioner.

(c) The Commissioner is authorized to issue program guidelines (the "Chicago Rebuild – Jackson Park Pilot Program Guidelines") on behalf of the City with such policies and procedures and documentation as determined necessary to administer Chicago Rebuild – Jackson Park Pilot Program in accordance with the provisions of this ordinance, including but not limited to those set forth in subsection (b) above. The Chicago Rebuild – Jackson Park Program Guidelines shall be updated from time to time as deemed necessary by the Commissioner to carry out the purposes of this ordinance.

(d) The Department is authorized to expend up to \$3,000,000 for grants and administrative costs of the Chicago Rebuild – South Shore Community Pilot Program. The funding source(s) of Chicago Rebuild – Jackson Park Pilot Program shall be solely from the Rebuild Grant.

(e) The Commissioner and the proper officers, officials, employees of the City are hereby authorized, empowered and directed to do all such acts and things, and to execute all such documents and certificates, as may be necessary to carry out and comply with the provisions of this Section 5 and the Chicago Rebuild – Jackson Park Pilot Program Guidelines.

(f) The Chicago Rebuild – Jackson Park Pilot Program shall be included as an Eligible Program within the meaning of Section 2-44-110 of the Municipal Code.

SECTION 6. Section 2-44-110 of the Municipal Code of Chicago is hereby amended by deleting the language struck-through, and inserting the language underscored, as follows:

2-44-110 Participation by eligible persons in eligible programs.

(omitted text is unaffected by this ordinance)

(b) As used in this section:

(i) "Eligible Programs" shall mean: (1) programs administered by the Department (or by delegate agencies or other entities with funds provided, in whole or in part, by the Department) which provide various forms of economic assistance (including, but not limited to, land write-downs and financial assistance in the form of grants, loans, fee waivers and tax credits) directly to individuals who are tenants in residential buildings in the City or are owner-occupants of one- to four-unit residential buildings in the City (including individuals who are owner-occupants of a condominium unit in the City), or which provide for the rehabilitation of one- to four-unit residential buildings in the City (including one to four condominium units, without regard to the total number of condominium units in the building); and (2) rental subsidy assistance for very low-income households (as "very low-income" may be defined by United States Department of Housing and Urban Development), provided by the Department through The Chicago Low-Income Housing Trust Fund, an Illinois not-for-profit corporation, or through another entity selected by the Commissioner, and which is paid directly to owners of residential buildings in the City; (3) the Property Tax Grant Debt Relief Pilot Program adopted by the City Council on _____ and published in the City Council Journal of Proceedings for such date at page _____; and (4) the Chicago Rebuild – South Shore Community Pilot Program adopted by the City Council on _____ and published in the City Council Journal of Proceedings for such date at page _____.

(omitted text is unaffected by this ordinance)

SECTION 7. Chapter 5-10 of the Municipal Code of Chicago is hereby amended by deleting the language struck-through, and inserting the language underscored, as follows:

CHAPTER 5-10

TENANT OPPORTUNITY TO PURCHASE ~~WOODLAWN~~ JACKSON PARK PILOT PROGRAM

5-10-010 Title, purpose and scope.

This chapter shall be known and may be cited as the "Tenant Opportunity to Purchase ~~Woodlawn~~ Jackson Park Pilot Program", and shall be liberally construed and applied to promote its purposes and policies.

It is the purpose of this chapter and the policy of the city, in order to protect and promote the public health, safety and welfare of its residents, to empower tenants to purchase multi-family rental properties, at market prices, within a reasonable period of time and to thereby minimize tenant displacement, stabilize households facing displacement pressures and promote the preservation of affordable rental housing in neighborhoods at risk of gentrification.

5-10-020 Definitions.

For purposes of this chapter, the following definitions apply:

~~"Affordability preservation agreement" means an agreement between the owner and a tenant association (i) in which the tenant association agrees to maintain the rental property in a manner that preserves the property's existing affordability restrictions, or (ii) that would qualify the property as affordable housing, and (iii) in which the affordability restrictions set forth in the agreement are memorialized in covenants running with the land, in a form approved by the commissioner, enforceable by the city as a third party beneficiary. The affordability restrictions in each affordability preservation agreement shall extend for a period of not less than thirty (30) years from the sale, subject to such exceptions as the commissioner may provide for by rule issued hereunder.~~

"Affordable housing restrictive covenant" means an agreement between the purchaser and the City in which the purchaser agrees to affordability restrictions memorialized in an affordability covenant, in a form approved by the Commissioner, enforceable by the City as a third party beneficiary. The affordability restrictions in each affordable housing restrictive covenant shall extend for a period of not less than thirty years from the sale, subject to such exceptions as the Commissioner may provide for by rule.

"Affordability restrictions" means limits on rents and income for persons or families seeking to qualify as tenants in the rental property.

(omitted text is unaffected by this ordinance)

"Department" means the Department of Housing or any successor agency.

"Good faith negotiations" means:

(a) whether the party or any of its agents knowingly made any misrepresentations of material fact to the other party or of its agents during the negotiation period;

(b) whether the party or any of its agents failed to provide in a timely fashion any information legitimately requested by the other party or any of its agents during the negotiation period;

(c) whether the party or any of its agents failed to allow in a timely fashion any legitimate inspection of the property requested by the other party or any of its agents during the negotiation period;

(d) whether the party or any of its agents engaged in any other conduct that would constitute a lack of good faith under the standard imposed by the Uniform Commercial Code; and

(e) whether the party or any of its agents engaged in any other conduct that displays a price adjustment(s) that would substantially interfere with the tenants or tenants association rights under this chapter.

"Just cause eviction" means any eviction for serious or repeated violations of the terms and conditions of a lease or occupancy agreement, or for violation of applicable federal, state or local laws or for other good cause.

"Material change" means any change in contract terms that result in a new purchaser, terms and conditions changes based on the condition of the property, or a change in asking price of 10% or more from the original listing price.

"Owner" means the person(s), firm, partnership, corporation, trust, organization, limited liability company or other entity, or its successors or assigns, that holds title to a rental property.

"Public funds" means any financial support in the form of loans, grants, or other funds provided directly by the City of Chicago or by an authorized community partner using City funds.

"Purchaser" means a party who has entered into a purchase contract with an owner and who will, upon performance of the purchase contract, become the new owner of the rental property.

"Rental property" means any occupied residential rental building, or a group of residential rental buildings operated as one entity, within the areas shown in Exhibit B, with a total of 10 or more dwelling units. Rental property does not include:

(a) "assisted housing" or an "assisted housing development" or a "development", as those terms are defined in the City of Chicago Affordable Housing Preservation Ordinance, Section 2-44-120;

(b) housing accommodations in any hospital, convent, monastery, extended care facility, asylum or not-for-profit home for the aged, temporary overnight shelter, transitional shelter, or in a dormitory owned and operated by an elementary school, high school or institution of higher learning; student housing accommodations wherein a housing agreement or housing contract is entered into between the student and an institution of higher learning or student housing wherein the institution exercises control or supervision of the students; or student housing owned and operated by a tax exempt organization affiliated with an institution of higher learning;

(c) public housing units managed by the Chicago Housing Authority;

~~(d) owner-occupied buildings containing nine units or less.~~

"Rental unit" or "unit" means a room or suite of rooms designed, occupied or intended for occupancy as a separate living quarter with cooking, sleeping and sanitary facilities provided within the unit for the exclusive use of the occupants of the unit.

(omitted text is unaffected by this ordinance)

"Tenant association" means an association of tenants, whether incorporated or not, for which (a) written consent to forming a tenant association has been given by tenants representing (i) at least 75 percent of the occupied units in the a rental property with five or more units, or (ii) at least 50 percent of the occupied units in a rental property with four or fewer units, and which association notifies the owner of the rental property and the department of its existence or establishment prior to the expiration of the 90-day period stated in subsection 5-10-060(b) and has provided to the owner and the Department the names, addresses and telephone numbers of at least two of the officers or representatives of such association (b) the tenants agreeing to participate in the tenant association shall signify their consent to form a tenant association by signing a form provided by the Department. The percentage shall be calculated based on the number of occupied rental units in a rental property rather than the number of individuals listed

on leases as tenants. Tenants agreeing to participate in a tenant association shall signify their consent to form a tenant association by signing a form provided by the Department. Any reference to a "tenant association" in this chapter shall be deemed to include any third party or assignee under Section 5-10-080.

(omitted text is unaffected by this ordinance)

5-10-030 Right of first refusal conferred.

This chapter shall be construed to confer upon each tenant association a right of first refusal to purchase any rental property for sale in the areas bound by 60th St. to the North, Dr. Martin Luther King Jr Dr. to the West, South Chicago Ave. to the Southwest, 71st St. to the South, and South DuSable Lake Shore Dr. to the East, pursuant to ~~upon~~ the terms set forth herein upon each tenant association or tenant(s) under Section 5-10-060(b)(3).

(omitted text is unaffected by this ordinance)

5-10-050 Notice of intent to sell.

(a) *Notice prior to listing required.* No less than 30 days prior to listing or otherwise offering a rental property for sale, the owner shall provide notice to the tenant association, or if no tenant association exists, to each tenant, and to the Department, of the owner's intent to sell: (i) no less than 60 days prior to listing or otherwise offering a rental property for sale for a multi-unit residential building with five or more dwelling units, or (ii) no less than 30 days prior to listing or otherwise offering a rental property for sale for a multi-unit residential building with four or fewer dwelling units. The notice required by this subsection shall be delivered in person or mailed, by certified or registered mail, return receipt requested, on a form provided by the Department, and shall contain the following information: (1) the name, address and telephone number of each owner of the rental property; (2) the address of the rental property; (3) a description of the rental property, including the number of units and the number of bedrooms within each unit; (4) the proposed asking price for the rental property; (5) a statement that the owner intends to sell the rental property; and (6) a summary of tenant rights under this chapter. The owner shall also post a notice of intent to sell in a form provided by the Department at all public entrances to the rental property. The owner shall keep all return receipts required by this subsection (a) for a period of three years after the sale of the rental property, and make such receipts available for inspection by the eCommissioner at all times during the owner's business hours.

(b) *Additional disclosures.* The tenant association, or if no tenant association exists, any tenant in the rental property, or the Department, may in writing, at any time after receipt of the owner's notice of intent to sell, request the following additional information:

(1) the most recent rent roll, including each unit number and the monthly rent charged for each unit;

(2) a list of vacant apartments, and a statement of the rental property's vacancy rate during the preceding 12 months;

(3) the income and expense report for the 12 month period prior to the notice, including capital improvements, real property taxes and other municipal charges; and

(4) any other information the eCommissioner may specify by rule.

The owner shall have a period of 30 calendar days from receipt of such request to provide the information.

5-10-060 Right of first refusal.

(a) *Notice of offer.* If the owner receives and accepts a bona fide offer from a third party to purchase the rental property, then the owner shall promptly provide written notice of such offer ("Notice of Sale"), to the tenant association, or if no tenant association exists, to each tenant in the rental property, and to the Department. Any such third-party purchase agreement shall be contingent upon the right of first refusal set forth in this chapter. The Notice of Sale must include an executed duplicate original of the third-party purchase agreement, and the disclosures set forth in Section 5-10-050(b), unless the owner has previously made such disclosures and the disclosures remain accurate and complete.

(b) *Time for tenants to form organization and exercise right of first refusal.* ~~The tenants of the rental property shall have a period of 90 calendar days from receipt of the Notice of Sale to form a tenant association and exercise their right of first refusal to purchase the rental property. The tenant association shall exercise its right of first refusal by delivering written notice to the owner prior to the expiration of the 90-day period that the tenant association elects to purchase the rental property pursuant to this chapter. Any such notice from the tenant association shall be accompanied by any earnest money required under the terms of the third-party purchase agreement, subject to the cap set forth in Section 5-10-070. The contract formed by exercise of the right of first refusal shall be on the same terms and conditions as those set forth in the third-party purchase agreement, as modified by the terms of this chapter. Notwithstanding this general requirement or any term of the third-party purchase agreement, any such acceptance shall be presumed to be contingent upon the tenant association's ability to conduct due diligence and secure financing before the deadline in subsection 5-10-060(c) for completing the sale. Nothing in this subsection shall be construed to require any owner to extend any form of owner financing to a tenant association. In order to exercise its right of first refusal to purchase a rental property:~~

(1) The tenants of a rental property consisting of five or more dwelling units shall have a period of 90 calendar days from receipt of the Notice of Sale to

(A) form a tenant association,

(B) inform the owner and the Department of its existence, and

(C) provide to the owner and the Department the names, addresses, and telephone numbers of at least two of the officers or representatives of such association.

(2) The tenants of a rental property consisting of four or three dwelling units shall have a period of 30 calendar days from receipt of the Notice of Sale to form a tenant association and inform the owner and the Department of its existence.

(3) At least one tenant of a rental property consisting of one or two dwelling units shall have 15 calendar days to inform the owner of its intent to exercise its right of first refusal.

(c) Negotiation. Any negotiations between the owner, or the owner's agents, and a tenant association or, in the case of a rental property consisting of one or two dwelling units, one or both tenants, or an agent as assigned under Section 5-10-080, shall require a continuing duty of good faith negotiations on the part of all parties involved in the negotiation and transaction.

(d) Exercise right of first refusal.

(1) A tenant association or, in the case of a rental property consisting of one or two dwelling units, at least one tenant, shall exercise its right of first refusal by delivering written notice to the owner prior to the expiration of the period required in subsection (b) that the tenant association or tenant(s), as applicable, elects to purchase the rental property pursuant to this chapter. The grant of time conferred only applies to an initial notice of intent to sell and subsequent exercise of right of first refusal.

(2) Any such subsection (d)(1) notice shall be accompanied by any earnest money required under the terms of the third-party purchase agreement, subject to the cap set forth in Section 5-10-070.

(3) The contract formed by exercise of the right of first refusal shall be on the same terms and conditions as those set forth in the third-party purchase agreement, as modified by the terms of this chapter.

(4) Notwithstanding this general requirement or any term of the third-party purchase agreement, any such acceptance shall be presumed to be contingent upon the tenant association's, or tenant's, ability to conduct due diligence and secure financing before the deadline in subsection (d) for completing the sale.

(5) Nothing in this section shall be construed to require any owner to extend any form of owner financing to tenants or a tenant association.

~~(e) Time for closing. If the tenant association exercises its right of first refusal in accordance with subsection (b), the tenant association shall have a period of 120 calendar days from the date of such notice to conduct due diligence and secure financing, unless the owner and the tenant association have expressly agreed otherwise in writing. The owner must give the tenant association any information about the rental property that the tenant association reasonably requests, such as architectural and engineering plans and specifications (if available), and access to the rental property to inspect the same and conduct reasonable tests at reasonable times after reasonable notice. At the end of this 120-day period (or any other period to which the owner and the tenant association have expressly agreed in writing), the owner shall sell the rental property to the tenant association upon those terms. If the 120-day period (or any other period to which the owner and the tenant association have expressly agreed in writing) ends on a Saturday, Sunday or other legal holiday in the City of Chicago, then the closing shall occur on the first business day thereafter. If the rental property is conveyed to the tenant association under this right of first refusal, any prepaid rent shall be apportioned as of the closing date and applied on account of the purchase price.~~

~~————~~ (d) (1) If a tenant association, or tenant(s) under subsection (b)(3), exercises its right of first refusal in accordance with subsection (d), then the tenant association or tenant(s) shall have a period of either:

(A) 120 calendar days from the date of such notice in rental properties consisting of five or more dwelling units, or

(B) 60 calendar days in rental properties consisting of four or fewer dwelling units,

to conduct due diligence and secure financing, unless the owner and the tenant association, or tenant(s), have expressly agreed otherwise in writing.

(2) The owner must give the tenant association or tenant(s) any information about the rental property that the tenant association or tenant(s) reasonably requests, such as architectural and engineering plans and specifications, if available, and access to the rental property to inspect the same and conduct reasonable tests at reasonable times after reasonable notice.

(3) At the end of this 120-day period, 60-day period, or any other period which has been agreed upon in writing, as applicable, the owner shall sell the rental property to the tenant association or tenant(s) upon those terms. If the applicable closing period ends on a Saturday, Sunday, or other legal holiday in the City, then the closing shall occur on the first business day thereafter. If the rental property is conveyed to the tenant association or tenant(s) under this right of first refusal, any prepaid rent shall be apportioned as of the closing date and applied on account of the purchase price.

(f) Tenant association's rejection of offer. If the tenant association or tenant(s) fails to exercise its right of first refusal on or before the deadline set forth in subsection (b), or terminates the contract pursuant to its terms, or defaults (unless there is a mutual default), then such right will be deemed waived and the owner may sell the rental property to the third-party purchaser identified in the third-party purchase agreement on the terms specified therein. If the sale to such third-party purchaser fails for any reason to close, or if there is any material change in the terms of sale from those set forth in the third-party purchase agreement, then the tenant association's, or tenant's, right of first refusal under this chapter shall be reinstated. Any sale of the rental property by the owner to a different party or on any materially different terms shall be null and void.

(eg) Third-party rights. The right of a third-party to purchase a rental property is subject to the right of first refusal conferred by this chapter. Upon exercise of the right of first refusal, the third-party purchase agreement between the owner and the third-party purchaser shall automatically terminate, and neither the owner nor the tenant association or tenant(s), as applicable, nor the rental building shall be bound or in any way affected by any such agreement and such third-party purchaser shall not have any interest in the contract between the owner and the tenant association or tenant(s) formed by exercise of the right of first refusal. Without limiting the generality of the foregoing, the owner and the tenant association or tenant(s) may freely modify the terms and conditions on which the sale from the owner to the tenant association or tenant(s) may be made. For example, the time periods for exercising the right of first refusal under subsection (b) and for closing under subsection (ee) are minimum periods, and the owner may grant the tenants a reasonable extension of such period, without liability under a third-party agreement. Third party purchasers are presumed to act with full knowledge of tenant rights and public policy under this chapter.

(fh) Continuing right. The right of first refusal is a continuing right and shall apply as often as the owner (including but not limited to any owner which acquired its interest in a sale to

which the right of first refusal applied but was not exercised) shall sell the rental property to each owner of a rental property. The right of first refusal applies to all owners of a rental property including, but not limited to, any owner that acquired its interest in a sale to which the right of first refusal applied but was not exercised. However, the extended timelines granted in this chapter for exercise of the right of first refusal may only be exercised once after an owner places the rental property for sale, or if there is a material change to the purchase price.

5-10-070 Financial assurances; deposit.

The owner may not require the tenant association or tenant(s) under Section 5-10-060(b)(3) to prove financial ability to perform as a prerequisite to entering into a contract. However, in a rental property of four units or fewer, the tenant association, tenant(s) under Section 5-10-060(b)(3), or assignee under Section 5-10-080 shall provide the owner with a preapproval letter from a lender to validate borrower capability to pay the mortgage. The owner shall not require the tenant association or tenant(s) under Section 5-10-060(b)(3) to pay a deposit of more than 5 percent of the contract sales price in order to make a contract. The owner must refund the deposit in the event of a good faith failure of the tenant association to perform under the contract.

5-10-080 Exercise or assignment of rights.

A tenant association or tenant(s) under Section 5-10-060(b)(3) may exercise the rights established under this chapter in conjunction with a third party or by assigning those rights to any party, whether private or governmental. Such an exercise or assignment may occur at any time in the process provided in this chapter and may be structured in any way the tenant association, or tenant(s) under Section 5-10-060(b)(3), in the tenant association's its sole discretion, finds acceptable. The tenant association or tenant(s) under Section 5-10-060(b)(3) shall give the owner written notice of such third party or assignee within ten (10) business days of entering into a written agreement. Any rights conferred upon tenant associations or tenant(s) under Section 5-10-060(b)(3) under this chapter shall extend to any such third parties or assignees, and, upon receipt of notice of such third parties or assignees under this Section 5-10-080, owners shall treat such third parties or assignees in the same manner as tenant associations or tenant(s) under Section 5-10-060(b)(3) under this chapter.

5-10-090 Waiver of rights.

(a) An owner shall not request, and a tenant may not grant, a waiver of the right of first refusal conferred by this chapter.

(b) An owner shall not require waiver of any other right under this chapter.

(c) An owner may not ask a tenant if the tenant intends to waive the right of first refusal during the period governed by Section 5-10-050. After the end of that period, an owner may ask, but not require, a tenant if the tenant intends to waive the right of first refusal.

(d) In a building with five or more dwelling units, if fifty percent of the tenants waive their right of first refusal, then the right of first refusal is waived and the owner does not need to wait for the period required by Section 5-10-060.

(omitted text is unaffected by this ordinance)

5-10-110 Preservation as rent-restricted affordable housing.

If a purchaser purchases a rental property and uses any public funds in the purchase, then the Any rental property purchased by a tenant association under the right of first refusal conferred by this chapter shall be maintained as rent-restricted affordable housing for no less than 30 years. The eCommissioner shall establish procedures to ensure that each rental property acquired under this chapter is subject to an affordability preservation agreement affordable housing restrictive covenant that sets forth the manner in which the rental property shall be preserved as rent-restricted affordable housing.

(omitted text is unaffected by this ordinance)

5-10-130 Sale of property to third-party purchaser.

If the tenant association or tenant(s) under Section 5-10-060(b)(3) waives its right of first refusal, and the owner sells the rental property to a bona fide third-party purchaser, such purchaser shall allow the current tenants to remain in their respective dwelling units for the longer of six months from the effective date of the sale or until each tenant's lease expires, at the same terms and conditions as before such sale. Such purchaser may, with the agreement of the tenants, relocate such tenants to comparable units with comparable rents in accordance with procedures to be established by the rules of the Department.

5-10-140 Rules.

The eCommissioner shall have the authority to promulgate rules necessary to implement the requirements of this chapter.

(omitted text is unaffected by this ordinance)

SECTION 8. Chapter 5-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 5-12-135, as follows:

5-12-135. Jackson Park Expanded Fair Notice Pilot Program.

(a) *Purpose.* The purpose of this section is to establish a pilot program modifying the notice of rental agreement nonrenewal requirements in order to determine whether modified notice dates affect those in communities experiencing gentrification. The pilot program shall occur in the areas designated under subsection (c) that are experiencing gentrification. The goals of these modified requirements are to mitigate the displacement impacts associated with gentrification, better protect the interests of the area's economically vulnerable residents from demographic and housing market change, and preserve the economic diversity critical to a healthy economy.

(b) *Relationship To Residential Landlord Tenant Ordinance.* The requirements in this section supersede the notice requirements in Section 5-12-130(j) within the bounded area listed in subsection (c) of this section during the duration of the pilot listed in subsection (d) of this section.

(c) *Boundaries.* The pilot program shall cover the area bounded by 60th St. to the North, Dr. Martin Luther King Jr Dr. to the West, South Chicago Ave to the Southwest, 71st St. to the South, and South DuSable Lake Shore Dr to the East.

(d) *Duration.* The pilot program shall expire three years after the effective date of this section and no later than January 31, 2029. Upon the expiration of the pilot program, this section shall automatically be repealed without further action by the City Council.

(e) *Notice or Refusal to Renew Rental Agreement.* For any periodic residential lease within the pilot area beginning on or after the effective date of this section, the landlord shall notify the tenant in writing:

- i. at least 180 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement, or increase the rental rate for a tenancy lasting a period of greater than three years;
- ii. at least 120 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement, or increase the rental rate for a tenancy lasting a period of not less than twelve months but not more than three years;
- iii. at least 90 days prior to the stated termination date of the rental agreement of the landlord's intent to terminate a periodic tenancy, not renew a fixed-term rental agreement, or increase the rental rate for a tenancy lasting a period of one year or less.

(f) *Right to Stay.* If the landlord fails to give the required written notice of nonrenewal of a rental agreement as provided in subsection (e) of this section, the tenant may not be evicted for up to (i) 180 days after the date on which written notice is given to the tenant for a year-to-year lease or a lease lasting a period of greater than a year, (ii) 120 days after the date on which written notice is given to the tenant for a lease lasting a period of not less than one month nor equal to or more than one year, and (iii) 30 days after the date on which written notice is given to the tenant for a lease lasting a period of one month or less, regardless of the termination date specified in the notice or in an existing rental agreement. Until the end of the relevant notice period, the terms and conditions of the tenancy shall be the same as the terms and conditions during the month of tenancy immediately preceding the notice; provided, however, that if rent was waived or abated in the preceding month or months as part of the original rental agreement, the rental amount during such relevant period shall be at the rate established on the last date that a full rent payment was made.

(g) *Report.* No later than 60 days prior to the expiration of the South Shore Expanded Fair Notice Pilot Program, the Chicago Department of Housing shall submit a written report to the City Council Committee on Housing and Real Estate, or its successor committee, regarding the performance of the Pilot Program. The report shall include, but shall not be limited to, information to assess the impact of the pilot program and the future potential of expanded fair notice requirements by the following criteria: comparative number of tenants moving out of the pilot area in the pilot area as compared with other areas in the City; number of evictions; feedback from tenants and landlords; and other relevant outcomes. The report shall also make recommendations to the City Council regarding the permanent expansion of notice requirements.

SECTION 9. Section 3 (c) of the Woodlawn Housing Preservation Ordinance, passed by the City Council on September 9, 2020, and published in the Journal of City Council proceedings for said meeting from pages 20074 to 20105, ("Woodlawn Housing Preservation Ordinance"), is hereby amended by adding the language underscored, as follows:

(c) Reservation for Very Low-Income Households. Notwithstanding the affordability requirements set forth in subsections (a) and (b) above, for a period of twenty (20) years from the effective date of this ordinance, the City shall reserve 52 City-owned vacant lots (the "Reserved Lots"), representing 25% of the lots comprising the City Land, for the development of rental projects in which at least thirty percent (30%) of the residential units (the "Very Low-Income Units") shall be leased to households whose incomes do not exceed 50% of AMI, with at least Yi of the Very Low-Income Units reserved for households with incomes at or below 30% of AMI. The rents for the Very Low-Income Units shall be affordable to households at the 30% and 50% AMI income levels, as applicable. The Reserved Lots are listed on Exhibit X attached hereto and incorporated herein.

SECTION 10. The Woodlawn Housing Preservation Ordinance, passed by the City Council on September 9, 2020, and published in the Journal of City Council proceedings for said meeting from pages 20074 to 20105, ("Woodlawn Housing Preservation Ordinance"), is hereby amended by adding a new Exhibit X, Reserved Lots for purposes of Woodlawn Housing Preservation Ordinance, which shall be attached to this ordinance and shall be incorporated in this ordinance and the Woodlawn Housing Preservation Ordinance by reference.

SECTION 11. Sections 1 through 6, and Sections 9, 10 and 11 of this ordinance shall take effect upon passage and approval. Section 8 shall take effect 60 days after passage and publication. Section 7 of this ordinance shall take effect 180 days after passage and publication or on February 1, 2026, whichever is later.

[Exhibits "A", "B", "C", "D", "E" and "X" referred to in this ordinance printed on pages 31886 through 31895 of this *Journal*.]

*Exhibit "A".
(To Ordinance)*

Jackson Park Pilot Area.

The Jackson Park Pilot shall cover the area bounded by 60th St. to the North, Dr. Martin Luther King Jr Dr. to the West, South Chicago Ave to the Southwest, 71st St. to the South, and South DuSable Lake Shore Dr to the East, referred to as "Jackson Park Pilot Area".

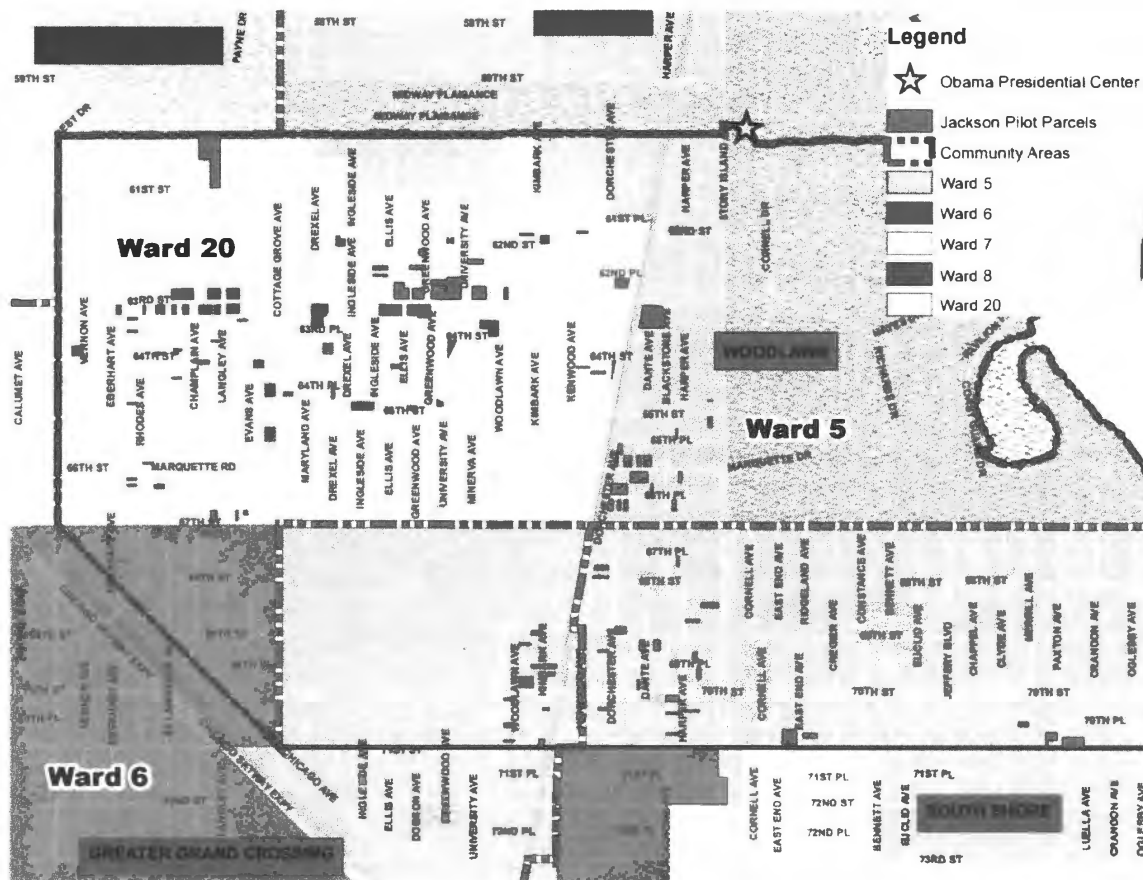
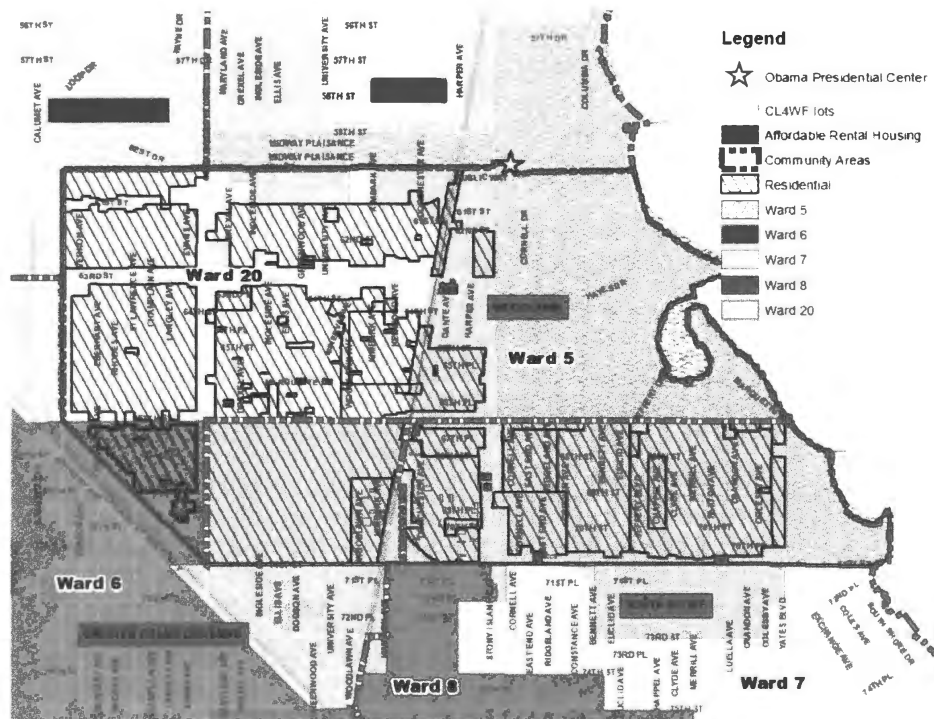


Exhibit "B".
(To Ordinance)

Reservation Of City-Owned Land.

City Lots for Working Families and Affordable Rental Housing



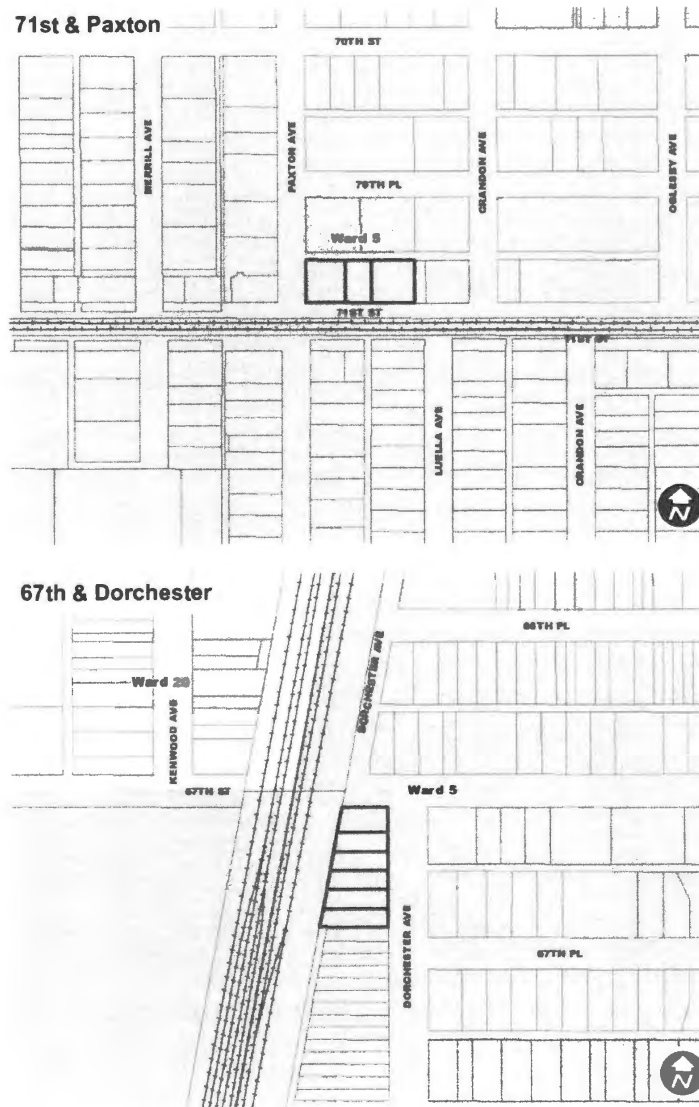
<i>Parcel</i>	<i>Address</i>
<i>20-23-401-015-0000</i>	<i>6746 S DORCHESTER AVE 60637</i>
<i>20-23-406-017-0000</i>	<i>6857 S DORCHESTER AVE 60637</i>
<i>20-23-409-024-0000</i>	<i>7002 S WOODLAWN AVE 60637</i>
<i>20-23-409-035-0000</i>	<i>7034 S WOODLAWN AVE 60637</i>
<i>20-23-410-007-0000</i>	<i>6917 S WOODLAWN AVE 60637</i>
<i>20-23-410-020-0000</i>	<i>6900 S KIMBARK AVE 60637</i>
<i>20-23-410-021-0000</i>	<i>6902 S KIMBARK AVE 60637</i>
<i>20-23-410-035-0000</i>	<i>6940 S KIMBARK AVE 60637</i>
<i>20-23-410-039-0000</i>	<i>1202 E 70TH ST 60637</i>
<i>20-23-411-017-0000</i>	<i>6941 S KIMBARK AVE 60637</i>
<i>20-23-411-018-0000</i>	<i>6943 S KIMBARK AVE 60637</i>
<i>20-23-411-021-0000</i>	<i>6949 S KIMBARK AVE 60637</i>
<i>20-23-413-014-0000</i>	<i>1429 E 69TH ST 60637</i>
<i>20-23-414-002-0000</i>	<i>1447 E 69TH ST 60637</i>

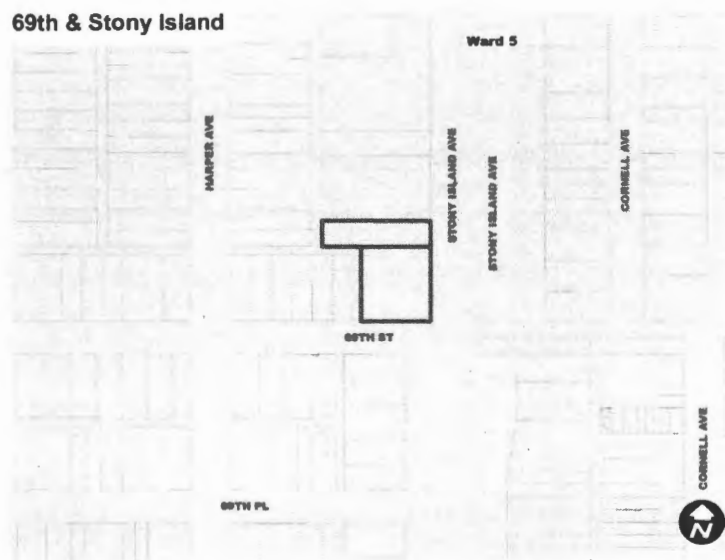
20-23-414-003-0000	1449 E 69TH ST 60637
20-23-415-007-0000	1510 E 69TH PL 60637
20-23-416-026-0000	1426 E 70TH ST 60637
20-23-418-004-0000	1515 E 69TH PL 60637
20-23-421-007-0000	7016 S DORCHESTER AVE 60637
20-23-423-019-0000	7000 S HARPER AVE 60637
20-23-423-025-0000	7020 S HARPER AVE 60637
20-23-423-034-0000	7046 S HARPER AVE 60637
20-23-424-006-0000	7015 S HARPER AVE 60637
20-24-325-039-0000	7047 S EAST END AVE 60649
20-23-412-053-0000	6922 S DORCHESTER AVE 60637

*Exhibit "C".
(To Ordinance)*

Rental Reserved City-Owned Lots.

69th & Stony Island; 67th & Dorchester; 71st & Paxton; 1708 E 71st Street; and 63rd & Blackstone







Parcel Address

20-24-428-004 71st & Paxton
 20-24-428-005
 20-24-428-006

20-23-401-016 67th & Dorchester
 20-23-401-017
 20-23-401-018
 20-23-401-019
 20-23-401-020
 20-23-401-021

20-24-324-025 1708 E. 71st Street
 20-24-324-026

20-23-408-020 69th & Stony Island
 20-23-408-027

20-23-204-001 63rd & Blackstone
 20-23-204-002
 20-23-204-003
 20-23-204-004
 20-23-204-005
 20-23-204-006
 20-23-204-007
 20-23-204-008

Exhibit "D".
(To Ordinance)

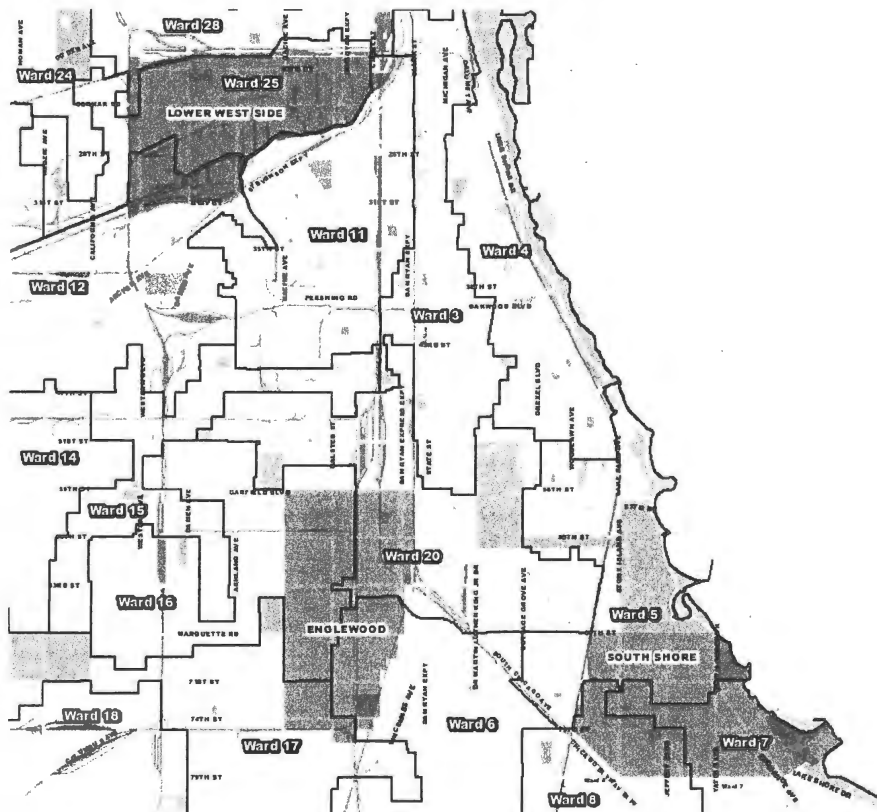
Woodlawn And South Shore Community Areas.
(As Defined In Section 1-14-010 Of The Municipal Code Of Chicago)



*Exhibit "E".
(To Ordinance)*

Property Tax Debt Relief Grant Pilot Program.

The Property Tax Debt Relief Grant Pilot Program (the "Debt Relief Program") is located in the following community areas of the City: Lower West Side, Englewood, and South Shore, as defined in Section 1-14-010 of the Municipal Code of Chicago.



20-14-317-023 6236 S. University Ave
20-14-317-024 6240 S. University Ave.
20-14-317-025 1122 E. 63rd Street
20-14-317-026 1126 E. 63rd Street
20-14-317-027 1128 E. 63rd Street
20-14-317-029 6244 S. University Ave
20-14-317-030 1134 E. 63rd Street
20-14-318-013 1148 E. 63rd Street
20-14-318-015 1154 E. 63rd Street
20-14-318-016 1160 E. 63rd Street
20-23-108-008 6320 S. Woodlawn Ave.
20-23-108-014 6328 S. Woodlawn Ave.
20-23-108-016 6327 S. Woodlawn Ave.
20-23-108-011 1166 E. 64th Street
20-22-215-024 6434 S. Cottage Grove Ave.
20-22-215-025 6440 S. Cottage Grove Ave.
20-22-223-028 6518 S. Cottage Grove Ave.
20-23-204-001 1204 E. 63rd Street (63rd & Blackstone Block)
20-23-204-002 6400 S. Blackstone (63rd & Blackstone Block)
20-23-204-003 6402 S. Blackstone (63rd & Blackstone Block)
20-23-204-004 6450 S. Blackstone (63rd & Blackstone Block)
20-23-204-005 6407 S. Blackstone Ave. (63rd & Blackstone Block)
20-23-204-006 6409 S. Blackstone Ave. (63rd & Blackstone)
20-23-204-007 6411 S. Blackstone Ave. (63rd & Blackstone Block)
20-23-204-008 6413 S. Blackstone Ave. (63rd & Blackstone Block)
20-14-318-019 6212 S. Woodlawn Ave
20-22-404-001 637 E. 67th Street
20-22-404-002 6700 S. Langley
20-23-225-005 1421 E. Marquette Rd
20-23-225-006 1425 E. Marquette Rd
20-23-225-007 1426 E. Marquette Rd
20-23-225-010 1400 E. 66th Place

REDEVELOPMENT AGREEMENT WITH AND SALE OF PROPERTIES TO CITIZENS BUILDING A BETTER COMMUNITY LLC UNDER CITY LOTS FOR WORKING FAMILIES PROGRAM 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 Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on September 24, 2025 and to which was referred an ordinance from the Department of Housing for the redevelopment agreement for sale of properties to Citizens Building a Better Community LLC under City Lots for Working Families Program to construct single family homes at 601, 629, 631, 633, 635, 620, 622, 624 and 626 East 46th Street and 4531, 4553 and 4833 South Evans Avenue including modification of program requirements and reduction or waiver of certain fees (3rd and 4th Wards) (O2025-0018223), 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, 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 -- 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, 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 ("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, ChiBlockBuilder allows prospective buyers to view a map of available properties and apply to purchase lots for targeted purposes; and

WHEREAS, DPD 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 ChiBlockBuilder to establish purchase prices or bidding guidance for all properties marketed for sale; 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, DPD advertised approximately 461 City-owned lots for sale on the ChiBlockBuilder website in a round of bidding which began on April 1, 2024 and ended on May 17, 2024 (the "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 April 1, April 8 and April 15, 2024; 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 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 of Chicago (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 DPD 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 \$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 Thousand 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 and legally described on Exhibit B attached hereto (collectively, the "Property"), which consists of 12 tax parcels that will be divided into 15 City Lots; and

WHEREAS, The Property was offered for sale on ChiBlockBuilder during the Application Period; and

WHEREAS, Citizens Building a Better Community, an Illinois limited liability company, which is the 100 percent owner of CL4WF Grand Boulevard LLC, an Illinois limited liability company (the "Developer"), submitted a proposal to purchase the Property under the City Lots for Working Families Program for the construction of fifteen (15) Homes (the "Project"); and

WHEREAS, 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 C; 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 homes; and

WHEREAS, The market value of the Property as of the date it was advertised for sale on ChiBlockBuilder was approximately \$1,229,006, with no standard-size 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 43rd Street/Cottage Grove Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"), as created by ordinance adopted on July 8, 1998 and subsequently amended on September 9, 2004 and October 26, 2022; 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 D (the "Redevelopment Agreement"), which Redevelopment Agreement shall, among other things, reduce or waive certain fees as set forth on Exhibit E attached hereto, waive MBE/WBE Requirements if applicable (as defined in the Program Ordinance) and waive City Residency Hiring Requirements if applicable (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

WHEREAS, 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, or any Developer Entity (as hereafter defined), 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 or a Developer Entity for \$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 or a Developer Entity. 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 or a Developer Entity 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 (each, a "Developer Entity"), 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 E attached hereto are 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", "D" and "E" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Identification And Market Valuation Of Property.

(Subject To Final Title And Survey)

PIN	Address	CBRE Valuation	Square Feet	Dimensions	Homes	Lot \$/Home	2FM	Number Of Homes
20-03-418-001	601 East 45 th Street	\$156,286	6,240	52 X 120	2	\$ 78,143	C	2
20-03-418-011	629 East 45 th Street	75,093	3,000	25 X 120	1	75,093	B	1
20-03-418-012	631 East 45 th Street	75,094	3,000	25 X 120	1	75,094	B	1
20-03-418-013	633 East 45 th Street	75,092	3,000	25 X 120	1	75,092	B	1
20-03-418-014	635 East 45 th Street	81,096	3,240	27 X 120	1	81,096	A	1
20-03-418-044	620 East 46 th Street	51,596	2,064	16.66 X 123.89	3	76,797	A	3
20-03-418-045	622 East 46 th Street	51,070	2,064	16.66 X 123.89	3	76,797	A	3
20-03-418-046	624 East 46 th Street	51,068	2,064	16.66 X 123.89	3	76,797	A	3
20-03-418-047	626 East 46 th Street	76,658	3,097	25 X 123.89	3	76,797	A	3
20-03-420-010	4531 South Evans Avenue	114,963	4,104	24 X 171	1	114,963	E	1
20-03-420-037	4553 South Evans Avenue	245,383	8,759	75 X 116.78	3	81,794	B	3
20-10-214-035	4833 South Evans Avenue	175,607	6,262	50 X 125.23	2	87,804		2

Exhibit "B".
(To Ordinance)

Legal Description Of Property.

Parcel 1:

Lots 14 and 15 in Henderson's Subdivision of Lots 16 and 17 in Forrestville, a subdivision of the 40 acres north of and adjoining the south 20 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

601 East 45th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-001-0000.

Market Value:

\$156,286.00.

Parcel 2:

Lot 4 in Henderson's Subdivision of Lots 16 and 17 in Forrestville, being a subdivision of the north 40 acres north of and adjoining the south 20 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

629 East 45th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-011-0000.

Market Value:

\$75,093.00.

Parcel 3:

Lot 3 in Henderson's Subdivision of Lots 16 and 17 in Forrestville, a subdivision of the north 40 acres of the south 60 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

631 East 45th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-012-0000.

Market Value:

\$75,094.00.

Parcel 4:

Lot 2 in Henderson's Subdivision of Lots 16 and 17 in Forrestville, being a subdivision of the north 40 acres of the south 60 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

633 East 45th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-013-0000.

Market Value:

\$75,092.00.

Parcel 5:

Lot 1 in Henderson's Subdivision of Lots 16 and 17 in Forrestville, being a subdivision of the north 40 acres of the south 60 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

635 East 45th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-014-0000.

Market Value:

\$81,096.00.

Parcel 6:

The west 16 and two-thirds feet of Lot 11 in Stark and McKaig's Subdivision of Lot 18 in Forrestville, being a subdivision of the north 40 acres of the south 60 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

620 East 46th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-044-0000.

Market Value:

\$51,596.00.

Parcel 7:

The east 8 and one-third feet of Lot 11 and the west 8 and one-third feet of Lot 12 in Stark and McKaig's Subdivision of Lot 18 in Forrestville, a subdivision of the north 40 acres of the south 60 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

622 East 46th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-045-0000.

Market Value:

\$51,071.00.

Parcel 8:

The east 16 and two-thirds feet of Lot 12 in Stark and McKaig's Subdivision of Lot 18 in Forrestville, a subdivision of the north 40 acres of the south 60 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

624 East 46th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-046-0000.

Market Value:

\$51,068.00.

Parcel 9:

Lot 13 in Stark and McKaig's Subdivision of Lot 18 in Forrestville, a subdivision of the north 40 acres of the south 60 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

626 East 46th Street
Chicago, Illinois 60653.

Permanent Index Number:

20-03-418-047-0000.

Market Value:

\$76,658.00.

Parcel 10:

Lot 22 in Wiston and Davis' Subdivision of Lots 4 and 5 in Forrestville, a subdivision of the north 40 acres of the south 20 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4531 South Evans Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-420-010-0000.

Market Value:

\$114,963.00.

Parcel 11:

Lots 12, 13 and 14 in D. B. Scully's Subdivision of Lot 6 of Forrestville, a subdivision of the north 40 acres of the south 60 acres of the east half of the southeast quarter of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

4553 South Evans Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-03-420-037-0000.

Market Value:

\$245,383.00.

Parcel 12:

That part of the north 50 feet of the south 80 feet of Lot 3 (except the east 50 feet thereof taken or dedicated for Cottage Grove Avenue, also excepting the west 33 thereof taken or dedicated for South Evans Avenue) in Bayley's Subdivision of the east half of the southeast quarter of the northeast quarter of the northeast quarter and the east half of the northeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at the point of intersection of north line of the south 80 feet of said Lot 3 and west line of South Cottage Grove Avenue; thence south 88 degrees, 22 minutes, 33 seconds west, 133.04 feet to the point of beginning; thence south 01 degree, 20 minutes, 25 seconds east, 50.00 feet to the south line of the north 50 feet of the south 80 feet of said Lot 3; thence south 88 degrees, 22 minutes, 33 seconds west, 116.91 feet to east line of South Evans Avenue; thence north 01 degree, 28 minutes, 48 seconds west, 50.00 feet, to said north line of the south 80 feet of said Lot 3; thence north 88 degrees, 22 minutes, 33 seconds east, along said north line of the south 80 feet of said Lot 3, 117.04 feet to the point of beginning, in Cook County, Illinois.

Commonly Known As:

4833 South Evans Avenue
Chicago, Illinois 60653.

Permanent Index Number:

20-10-214-035-0000.

Market Value:

\$175,607.00.

Exhibit "C".
(To Ordinance)

Applicant And Proposal Selection Summary.

Address	Applicant(s)	Applicant Type	Decision
All addresses in ordinance	Citizens Building a Better Community, an Illinois limited liability company	For-Profit Corporation	Selected for this cluster of lots Applicant has worked on other CL4WF developments and has performed well
All addresses in ordinance	Bonita Harrison (Sunshine Management)	For-Profit Corporation	Not selected for this cluster of lots This applicant chose the same lots as the selected applicant, as well as lots in a different cluster. DOH worked with both applicants to split the requested lots as evenly as possible

*Exhibit "D".
(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 **CL4WF GRAND BOULEVARD, LLC.**, an Illinois limited liability corporation (the "**Developer**").

RECITALS

WHEREAS, the City is the owner of the property legally described on Exhibit A attached hereto (the "**Property**"), consisting of twelve (12) 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 fifteen (15) single- or two-unit-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 43rd St/Cottage Grove Tax Increment Financing Redevelopment Project Area (the "**Redevelopment Area**"), as created by ordinance adopted on July 8, 1998, subsequently amended on September 9, 2004 and October 6, 2022; 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 \$1,229,006, with no City Lot appraising at \$125,000 or more, when taking into consideration the number of homes to built on a lot or lots, 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 buildable 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 to 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.

"Certificate of Occupancy" is issued by the Department of Buildings to certify that residential buildings conform to the requirements of the Chicago Building Code. A request for a certificate of occupancy for single-family homes (1-4 units) must be made online and approved before any construction work begins.

"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.

"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" 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.

"IEPA" shall mean the Illinois Environmental Protection Agency.

"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.

"Phase I ESA" shall mean a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-21.

"Phase II ESA" shall mean a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19.

"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.

"UST" shall have the meaning set forth in Section 22.4(a) hereof.

"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 buildable 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 December 15, 2025 (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 three (3) 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. At the time a building permit is requested by Developer, the Department of Buildings must be notified that a Certificate of Occupancy will be requested upon completion of the Home.

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.

Upon completion of each of the Homes comprising the Project, the Developer shall deliver to the City a Certificate of Occupancy with 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 such confirmation, 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 ("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 the Property. The Developer acknowledges and agrees that the Developer has previously received a summary of the 2FM'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 2FM'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 2FM'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 2FM'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.

22.3 City Lots Not Categorized as A/B. The following provisions shall govern the Developer's obligations with respect to City Lots that 2FM has not categorized as A or B lots.

(a) Environmental Investigation. Prior to the Closing, the Developer shall perform a Phase I ESA of the applicable City Lots. 2FM shall have the right to review and approve the sufficiency of the Phase I ESA for the purpose of determining whether any environmental or health risks would be associated with the development of the Project.

Upon 2FM's request, the Developer shall update or expand the Phase I ESA. If the Phase I ESA identifies any Recognized Environmental Condition(s) ("REC(s)"), the Developer shall perform a Phase II ESA of the applicable City Lots. 2FM shall have the right to review and approve the scope of work for the Phase II investigation prior to the commencement of any Phase II work, and the sufficiency of the Phase II ESA upon completion. At 2FM's request, the Developer shall perform additional studies and tests for the purpose of determining the presence and extent of contamination, including, without limitation, updating or expanding the Phase I ESA and performing additional Phase II work. If the Phase II ESA or other follow-up tests or reports disclose the presence of contaminants exceeding residential remediation objectives, as determined by 35 Ill. Adm. Code Part 742, the Developer shall enroll the Property (or the applicable portion thereof) in the IEPA's Site Remediation Program ("SRP") and thereafter take all necessary and proper steps to obtain written approval from the IEPA of a Remedial Action Plan ("RAP Approval Letter"), unless 2FM otherwise determines that it is not necessary to enroll the Property in the SRP. If 2FM requires the Developer to enroll the Property in the SRP, the Developer acknowledges and agrees that construction may not commence until the IEPA issues, and 2FM approves, the RAP Approval Letter for the Property. 2FM shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

(b) Remediation. After 2FM approves the RAP Approval Letter for the applicable City Lots, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final NFR Letter using all reasonable means. The Developer shall cooperate and consult with 2FM at all relevant times (and in all cases upon 2FM's request) with respect to environmental matters. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final NFR Letter, and any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to 2FM copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not issue a Certificate of Completion for the Project, and the Developer may not request a certificate of occupancy for the Project from the Department of Buildings, until the IEPA has issued, 2FM has approved, and the Developer has recorded a Final NFR Letter with the Cook County Clerk. If the Developer fails to obtain the Final NFR Letter within six (6) months after the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this RDA against the Property.

22.4 Unanticipated Conditions.

(a) All City Lots. If the Developer encounters underground storage tanks ("USTs") during the development of the Project on any City Lot, the Developer shall remove and close the USTs in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175 or, if the UST is leaking, 35 Ill. Adm. Code Part 734. 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 any such 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, any reports or other documents demonstrating compliance with all applicable Laws, including Environmental Laws.

(b) A/B Lots. If the Developer discovers any environmental conditions on City Lots categorized as A or B lots, in addition to the requirements set forth in Section 22.4(a) above, at 2FM's request, the Developer shall enroll the Property in the SRP and take all necessary and proper steps to obtain a Final NFR Letter in accordance with Section 22.3.

22.5 Imported Materials. No bio-solids or bio-solids-based products may be imported to the Property from a wastewater treatment facility or other source. All imported material shall meet applicable SRP standards.

22.6 Public Disclosure. The Developer acknowledges that, except in the case of information specifically designated by the Developer to be treated confidentially as a trade secret or secret process, the City may make environmental assessments, hazardous material building surveys, SRP submittals, and similar environmental documents relating to the Property publicly available, and the Developer consents to the City's publication of those documents.

22.7 Release and Indemnification (All City Lots). 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 and Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances and Other Regulated Materials; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances and Other Regulated Materials in, on, under or about the Property or the migration of Hazardous Substances and Other Regulated Materials from or to other 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.

22.8 Release Runs with the Land (All City Lots). The covenant of release in Section 22.7 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using, or

possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.7 contains a full, complete and final release of all such claims.

22.9 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
Department of Housing
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to the Developer: CL4WF Grand Boulevard LLC
7557 W 99th Pl
Bridgeview, Illinois 60455
Attn: Mike Joudeh
Attn: Melvin Bailey

With a copy to: Ira Kaufman Law Office
185 N Franklin St, #200
Chicago IL 60606
Attn: Ira Kaufman

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.

CL4WF GRAND BOULEVARD LLC, an Illinois limited liability 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 CL4WF Grand Boulevard LLC, an Illinois limited liability 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)Exhibit "A" referred to in this Agreement for the Sale and Redevelopment of Land constitutes Exhibit "B" to ordinance and printed on pages 31902 through 31908 of this *Journal*.]

(Sub)Exhibits "B", "C" and "D" referred to in this Agreement for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "B".

(To Agreement For The Sale And Redevelopment Of Land)

Construction Schedule.

PIN	Address	Anticipated Construction Commencement	Anticipated Construction Completion
20-03-418-001	601 East 45 th Street		
20-03-418-011	629 East 45 th Street		
20-03-418-012	631 East 45 th Street		
20-03-418-013	633 East 45 th Street		
20-03-418-014	635 East 45 th Street		
20-03-418-044	620 East 46 th Street		
20-03-418-045	622 East 46 th Street		
20-03-418-046	624 East 46 th Street		
20-03-418-047	626 East 46 th Street		
20-03-420-010	4531 South Evans Avenue		
20-03-420-037	4553 South Evans Avenue		
20-10-214-035	4833 South Evans 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: Brian O'Donnell

Re: Notice of Closing
Address: _____

Please be advised that CL4WF Grand Boulevard, LLC, an Illinois limited liability company, 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 ____.

CL4WF Grand Boulevard, LLC
an Illinois limited liability company

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 CL4WF Grand Boulevard, LLC, an Illinois limited liability company ("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 (5th) 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 appraisalment, 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 "E".
(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.

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH CENTER COURT DEVELOPMENT LLC FOR PHASED DEVELOPMENT OF CITY PARCELS AT 5408, 5410, 5440 S. DEARBORN ST., 5407, 5419, 5400 S. FEDERAL ST., AND DEVELOPER PARCELS AT 5400 -- 5402, 5404, 5412, 5426, 5434 AND 5440 S. DEARBORN ST., WITH RELIEF FROM CERTAIN CITY REQUIREMENTS FOR CONSTRUCTION OF VARIOUS DWELLING UNITS.

[O2025-0018851]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on September 24, 2025 and to which was referred an ordinance from the Department of Planning and Development for the first amendment to redevelopment agreement with Center Court Development LLC for phased development of City parcels at 5408, 5410, 5440 South Dearborn Street, 5407, 5419, 5400 South Federal Street, and developer parcels at 5400 -- 5402, 5404, 5412, 5426, 5434, 5440 South Dearborn Street, with relief from certain City requirements for construction of various dwelling units (20th Ward) (O2025-0018851), 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, 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 -- 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 six vacant parcels of land located at 5408, 5410 and 5440 South Dearborn Street (the "Dearborn Parcels"), and 5407, 5419 and 5400 South Federal Street (the "Federal Parcels"), Chicago, Illinois 60609, which are legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Center Court Development LLC, an Illinois limited liability company (the "Developer"), submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for the construction of a residential development on the Property in three phases (the "Project"); and

WHEREAS, The Developer owns the parcels located at 5400 -- 5402, 5404, 5412, 5426, 5434 and 5440 South Dearborn Street that are contiguous to the Property (the "Developer Property"), which form part of the Project and are also legally described on Exhibit A attached hereto; and

WHEREAS, The City Council, pursuant to an ordinance adopted on April 19, 2023 and published at pages 62503 through 62554 in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date (the "Project Ordinance"), authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of a redevelopment agreement (the "Redevelopment Agreement") substantially in the form attached thereto as Exhibit B; and

WHEREAS, The Project will now be constructed in five phases but will still consist of thirty-five (35) dwelling units that comprise fourteen (14) duplexes and four (4) simplexes and seventeen (17) townhomes; and

WHEREAS, The Department has determined that the Project is not subject to: (i) City Residency Hiring Requirements of Section 2-92-330 of the Municipal Code of Chicago; (ii) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420, et seq., of the Municipal Code (the "Procurement Program"); and (iii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650, et seq., of the Municipal Code (the "Construction Program", and collectively with the Procurement Program, the "MBE/WBE Program"); and

WHEREAS, The Department wishes to amend the approved form of Redevelopment Agreement to remove the City Residency Hiring Requirements and MBE/WBE Program requirements; 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 (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, excluding MBE/WBE Program requirements and City Hiring Residency Requirements, between the City and the Developer, in substantially the form attached hereto as Exhibit B and made a part hereof, and such other supporting 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 persons executing the Redevelopment Agreement.

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 upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Descriptions.

(Subject To Final Commitment And Survey)
Legal Description Of The Property.

Dearborn Parcels.

Lot 3 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5408 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-063-0000.

Lot 4 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5410 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-064-0000.

Lot 15 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5440 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-075-0000.

Federal Parcels.

Lots 29 through 42, inclusive, in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

The south 58.67 feet (except the east 1.20 feet thereof) of Lots 10 and 11 as a tract in Block 2 in Nichol's and McCullough's Subdivision of the 4 acres south of and adjoining the north 8 acres of that part of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad (excepting that portion thereof falling within that part of Lot 10 (except the east 2 feet thereof) which overlaps Lot 42 in Block 2 in Coburn's Addition to Chicago, a subdivision of the south 598.25 feet of that part lying east of the railroad of the southeast quarter of the southeast quarter of Section 9 aforesaid), all in Cook County, Illinois.

Addresses:

5407, 5419 and 5400 South Federal Street
Chicago, Illinois.

Property Index Numbers:

20-09-422-093-0000 (Lots 10 and 11 Block 2 Nichol's and McCullough's);

20-09-422-089-0000 (Lots 30 -- 42 in Block 2 in Coburn's); and

20-09-422-047-0000 (Lot 29 in Block 2 in Coburn's).

Legal Description Of The Developer Property.

That part of Lots 8 and 9 in Block 2 in Nichol's and McCullough's Subdivision of the 4 acres south of and adjoining the north 8 acres of that part of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying southwest of the southwest line of West 54th Street, as dedicated and opened up by plat of dedication dated July 12, 1961 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 16, 1961 as Document Number 18249291, and lying east of the east line of a north and south public alley, as widened by said plat of dedication, also the north part of Lot 1, being 2.77 feet on the east line by 2.82 feet on the west line, in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5400 -- 5402 South Dearborn Street
Chicago, Illinois.

Property Index Numbers:

20-09-422-094-0000; and

20-09-422-060-0000.

Lot 1 (except the north part being 2.77 feet on the east line by 2.82 feet on the west line) in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5404 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-061-0000.

Lot 5 in Block 2 in Coburn's Addition being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5412 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-065-0000.

Lot 9 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5426 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-069-0000.

Lot 12 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, lying east of C.R.I. and P.R.R., East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5434 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-072-0000.

*Exhibit "B".
(To Ordinance)*

*Agreement With Center Court Development LLC For the
Sale And Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("Agreement") is made on or as of ____ day of _____, 2025 (the "Effective Date"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("City"), acting by and through its Department of Planning and Development ("DPD"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **CENTER COURT DEVELOPMENT, LLC**, an Illinois limited liability company ("Developer"), whose offices are located at 11740 South Longwood Drive, Chicago, Illinois 60643.

RECITALS

WHEREAS, the City owns the real property legally described on Exhibit A attached hereto, which consists of three parcels located in the 5400 block of South Dearborn Street (the "Dearborn Parcels") and three parcels located in the 5400 block of South Federal Street (the "Federal Parcels," and together with the Dearborn Parcels, the "City Property"); and

WHEREAS, the Developer owns the parcels located at 5400-02, 5404, 5412, 5426, 5434, and 5440 South Dearborn Street that are contiguous to the City Property (the "Developer Property" and, together with the City Property, the "Property"), which are also legally described on Exhibit A attached hereto; and

WHEREAS, the Property is located in the Washington Park Community Area; and

WHEREAS, the Developer seeks to purchase the City Property from the City in order to construct a residential development in five phases (each, a "Phase") on the Property (the "Project"). Each Phase is described below and summarized on Exhibit J attached hereto; and

WHEREAS, the Project shall comprise fourteen (14) duplexes and four (4) simplexes for a total of eighteen (18) dwelling units on the Dearborn Parcels, and seventeen (17) townhomes on the Federal Parcels; and

WHEREAS, each simplex shall contain two bedrooms, two of the duplexes shall contain three bedrooms on two levels while the other twelve duplexes shall contain four bedrooms on two levels, and all such units shall have access to a rooftop deck space, and garage parking. Each townhome shall contain four bedrooms, access to backyard green space and a rooftop deck, and two garage parking spaces; and

WHEREAS, the first phase of the Project (the "First Phase") will consist only of parcels owned by the Developer that are located at 5400-02, 5404, and 5412 South Dearborn Street (together, the "First Phase Parcels"), and will comprise four (4) duplexes and four (4) simplexes for a total of eight (8) dwelling units; and

WHEREAS, the Developer shall have an obligation to provide two (2) affordable units in the First Phase pursuant to Section 2-44-085 of the Municipal Code of Chicago, the Affordable Requirements Ordinance (the "ARO"); and

WHEREAS, the second phase of the Project (the "Second Phase") will be located at 5408 and 5410 South Dearborn Street (together, the "Second Phase Parcels"), and will comprise four (4) duplexes with a total four (4) dwelling units; and

WHEREAS, the third phase of the Project (the "Third Phase") will be located at 5401, 5403, 5405, 5407, 5409, and 5411 South Federal Street (all formerly part of 5419 South Federal Street and together, the "Third Phase Parcels") and will comprise six (6) townhomes; and

WHEREAS, the fourth phase of the Project (the "Fourth Phase") will be located on another portion of 5419 South Federal now known as 5413, 5415, 5417, 5419, and 5421 South Federal Street, and 5426 and 5434 South Dearborn Street (the "Fourth Phase Parcels") and will comprise five (5) townhomes and four (4) duplexes, respectively, with a total of nine (9) dwelling units; and

WHEREAS, pursuant to the ARO, the Developer shall have an obligation to provide one (1) affordable unit in the Fourth Phase; and

WHEREAS, the fifth phase of the Project (the "Fifth Phase") will be located on the last portion of 5419 South Federal, now known as 5423, 5425, 5427, 5429, 5431, and 5433 South Federal Street, and 5440 South Dearborn (collectively, the "Fifth Phase Parcels"), and will comprise six (6) townhomes and two (2) duplexes; and

WHEREAS, pursuant to the ARO, the Developer shall have an obligation to provide one (1) affordable unit in the Fifth Phase; and

WHEREAS, the Developer is related to the XS Tennis and Education Foundation located at 5336 South State Street, and the Project will provide housing for athletes training at the adjacent XS Tennis Facility, their families, and employees of the facility; and

WHEREAS, the Property is located in the 47th/State Redevelopment Project Area (the "Redevelopment Area"), as created by an ordinance adopted on July 21, 2004; and

WHEREAS, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "Redevelopment Plan"); and

WHEREAS, the Dearborn Parcels have an appraised value of \$57,000 based on an appraisal dated June 13, 2022, and the Federal Parcels have an appraised value of \$245,500 based on an appraisal dated August 23, 2022, and as listed on Exhibit B attached hereto; and

WHEREAS, the City will convey the City Property to the Developer in four closings (the "Second Closing," the "Third Closing," the "Fourth Closing," and the "Fifth Closing"); and

WHEREAS, the purchase price payable by the Developer shall be: (i) \$0 at the First Closing; (ii) \$_____ at the Second Closing (the "Second Phase Purchase Price"), which is equivalent to the sum of the appraisal values of the 5408 and 5410 South Dearborn parcels; (iii) \$_____ at the Third Closing (the "Third Phase Purchase Price"), which is equivalent to the sum of the appraisal values of the 5407 South Federal parcel, and ____% of the appraisal value of the

5419 South Federal parcel (equivalent to the portion of 5419 South Federal being conveyed); (iv) \$_____ at the Fourth Closing (the "Fourth Phase Purchase Price"), which is equivalent to ____% of the appraisal value of the 5419 South Federal parcel (also equivalent to the portion of the 5419 South Federal parcel being conveyed); and (v) \$_____ at the Fifth Closing (the "Fifth Phase Purchase Price," and together with the First Phase Purchase Price, the Second Phase Purchase Price, the Third Phase Purchase Price, and Fourth Phase Purchase Price, the "Purchase Price"), which is equivalent to the sum of the appraisal values of the 5400 South Federal parcel and ____% of the 5419 South Federal parcel; and

WHEREAS, the Purchase Price assumes the land has no adverse environmental conditions; and

WHEREAS, the Developer provided the City with a Phase I ESA (as defined in Section 2.1) for the City Property dated September 13, 2022, and a Phase II ESA (as defined in Section 2.1) for the City Property dated December 19, 2022, for the Property; and

WHEREAS, the Phase II ESA identified contamination on the Property above residential remediation objectives, and the Developer has agreed to enroll the Property (or the applicable portion thereof), in the state's Site Remediation Program and complete the remediation necessary to obtain a comprehensive No Further Remediation letter from the Illinois Environmental Protection Agency approving the use of the Property for the construction, development, and operation of the Project; and

WHEREAS, the costs of remediating the City Property ("Remediation Costs") will increase the Developer's costs of construction, and the City has agreed to reimburse certain specified additional or incremental costs attributable to such work in an amount up to the Purchase Price for each applicable Phase, provided the Developer completes any necessary subsurface investigation prior to the Closing for such Phase; and

WHEREAS, the City has agreed to deposit the Purchase Price for each Phase of the Project in escrow at the Closing for such Phase to fund certain approved Remediation Costs on the City Property; and

WHEREAS, the estimated cost of construction of the Project is approximately \$14 million; and

WHEREAS, the City has agreed to sell the City Property to the Developer for the Purchase Price in consideration of the Developer's obligations to remediate the Property and construct and operate the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Project is subject to Section 2-44-085 of the Municipal Code of Chicago (the "Affordable Requirements Ordinance" or the "ARO") and the Developer has agreed to fulfill the requirements of the ARO; and

WHEREAS, in furtherance of the City's sustainability policy, the Project shall conform to the requirements of the Chicago Landscape Ordinance, and Chicago Stormwater Ordinance; 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 Phase where City Property is conveyed in a form acceptable to the City (each, a "Reconveyance Deed") at each Closing; and

WHEREAS, the City Council, pursuant to an ordinance adopted on April 19, 2023, and published at pages 62503 through 62554 in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.

2.1 Defined Terms.

For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"2014 City Hiring Plan" is defined in Section 30.1.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer, or its contractors or Affiliates.

"Agreement" means this Agreement as may be amended in accordance with the terms hereof.

"Approved Project Costs" means the costs set forth in Schedule 4 of the Escrow Agreement attached hereto as Exhibit I.

"Architect" means AP Architects and AXIOS Architects.

"Budget" is defined in Section 9.

"Bundle" is defined in Section 27.7(a).

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Certificate of Completion" is defined in Section 14.1.

"City" is defined in the preamble to the recitals.

"City Contract" is defined in Section 24.1(j).

"City Council" means the City Council of the City of Chicago as defined in the recitals.

"City Property" is defined in the recitals.

"Claims" means liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Closing" is defined in the recitals.

"Closing Date" is defined in Section 5.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

"Contractors" is defined in Section 27.1.

"Contribution" is defined in Section 27.7(c).

"Corporation Counsel" means the City's Department of Law.

"2FM" is means the City's Department of Fleet and Facility Management or any successor City department.

"Deed" is defined in Section 6.1.

"Developer" is defined in the recitals.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's Affiliates.

"Developer Property" is defined in the recitals.

"Domestic partners" is defined in Section 27.7(d).

"DPD" is defined in the preamble to the recitals.

"EDS" means the City's Economic Disclosure Statement and Affidavit, on the City's then-current form, whether submitted on paper or via the City's on-line submission process.

"Effective Date" is defined in the preamble to the recitals.

"Employer(s)" is defined in Section 23.1.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

"Environmental Laws" means any federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01 et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"); the Municipal Code; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

"Final Comprehensive Residential NFR Letter" means a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final Comprehensive Residential NFR Letter shall state that the Property meets remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project and unencumbered by any other obligation.

"Escrow Account" is defined in Section 3.2.

"Escrow Agreement" is defined in Section 3.2.

"Escrow Funds" is defined in Section 3.2.

"Escrow Termination Condition" is defined in Section 3.2.

"Event of Default" means any event or occurrence as defined in Section 19.2.

"Fifth Closing" is defined in Section 5.

"Fifth Closing Date" means the date of the Fourth Closing.

"Fifth Phase" is defined in the recitals.

"Fifth Phase Parcels" is defined in the recitals.

"Fifth Phase Certificate of Completion" is defined in Section 14.

"Fifth Phase Purchase Price" is defined in the recitals.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"First Closing" is defined in Section 5.

"First Closing Date" means the date of the First Closing.

"First Phase" is defined in the recitals.

"First Phase Parcels" is defined in the recitals.

"First Phase Certificate of Completion" is defined in Section 14.

"First Phase Purchase Price" is defined in the recitals.

"Fourth Closing" is defined in the Section 5.

"Fourth Closing Date" means the date of the Fourth Closing.

"Fourth Phase" is defined in the recitals.

"Fourth Phase Parcels" is defined in the recitals.

"Fourth Phase Certificate of Completion" is defined in Section 14.

"Fourth Phase Purchase Price" is defined in the recitals.

"General Contractor" means _____.

"Governmental Approvals" is defined in Section 8.2.

"Hazardous Substance(s)" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"Human Rights Ordinance" is defined in Section 23.1(a).

"Identified Parties" is defined in Section 27.1.

"IEPA" means the Illinois Environmental Protection Agency.

"IGO Hiring Oversight" is defined in Section 30.4.

"Indemnitee" and "Indemnitees" have the respective meanings defined in Section 21.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

"MBE(s)" means a business identified in the Directory of Certified Minority Business Enterprises published by the City's Department of Procurement Services, or otherwise certified by the City's Department of Procurement Services as a minority-owned business enterprise, related to the Procurement Program or the Construction Program, as applicable.

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"OIG" is defined in Section 30.4.

"Other Contract" is defined in Section 27.7(b).

"Other Regulated Material" shall mean any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, 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.

"Outside Closing Date" is defined in Section 5.

"Owners" is defined in Section 27.1.

"Party(ies)" means the City or the Developer, or both the City and Developer, as applicable.

"Performance Deposit" is defined in Section 4.2.

"Phase I ESA" means a Phase I Environmental Site Assessment of the Property in accordance with the most recent ASTM standard referenced by regulation in the United States Environmental Protection Agency's All Appropriate Inquiries Rule (currently ASTM E-1527-13).

"Phase II ESA" means a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19.

"PIN" means Permanent Index Number.

"Political fundraising committee" is defined in Section 27.7(e).

"Project" is defined in the Recitals.

"Project Ordinance" is defined in the Recitals.

"Proof of Financing" is defined in Section 9.

"Property" is defined in the recitals.

"Purchase Price" is defined in the recitals.

"RACR" means the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP" means the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP Approval Letter" is defined in Section 22.3.

"RECs" is defined in Section 22.3.

"Reconveyance Deed" is defined in the recitals.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

"Released Claims" is defined in Section 22.4.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive Residential NFR Letter for the Property, or any portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, or the applicable portion thereof, issued by IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

"Scope Drawings" means the preliminary construction documents for the Project, including a site plan, landscape plan, floor plan and exterior elevation drawings, as such plans and drawings may be amended, revised or supplemented from time to time with the prior written approval of DPD.

"Second Closing" is defined in Section 5.

"Second Closing Date" means the date of the Second Closing.

"Second Phase" is defined in the recitals.

"Second Phase Certificate of Completion" is defined in Section 14.

"Second Phase Parcels" is defined in the recitals.

"Second Phase Purchase Price" is defined in the recitals.

"SRP" means the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

"SRP Documents" means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to Section 22.

"Sub-owners" is defined in Section 27.1.

"Survey" means a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or Lender(s) providing Lender Financing.

"Third Closing" is defined in Section 5.

"Third Closing Date" means the date of the Third Closing.

"Third Completion Certificate" is defined in Section 14.

"Third Phase" is defined in the recitals.

"Third Phase Parcels" is defined in the recitals.

"Third Phase Purchase Price" is defined in the recitals

"Title Commitment" is defined in Section 7.1.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with respect to the Property, noting the recording of this Agreement as an encumbrance against the Property prior to any mortgage or other lien on the Property with respect to any Lender Financing for the Project.

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

"Waste Sections" is defined in Section 29.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Sections" and other subdivisions are to be the designated 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 AND ENVIRONMENTAL ESCROW.

3.1 Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Second Phase Parcels for the Second Phase Purchase Price, the Third Phase Parcels for the Third Phase Purchase Price, the Fourth Phase Parcels for the Fourth Phase Purchase Price, and the Fifth Phase Parcels for the Fifth Phase Purchase Price to be paid to the City at the Second Closing, Third Closing, Fourth Closing, or Fifth Closing, as applicable, by wire transfer of immediately available funds. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

3.2 Escrow. At each Closing (excluding the First Closing), the City will deposit the applicable portion of the Purchase Price for the applicable Phase (such amount, the "Escrow Funds") in a joint order escrow account ("Escrow Account") pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit I ("Escrow Agreement") for the Remediation Costs. The City will approve disbursements to the Developer of Escrow Funds for Approved Project Costs, and the Developer will be entitled to draw from the Escrow Account for Approved Project Costs in accordance with the application and approval procedures set forth in

the Escrow Agreement. Any funds remaining (including interest, if any) in the Escrow Account after (i) the Developer completes the Remediation Work and is reimbursed from the Escrow Account for Approved Project Costs in accordance with this Section 3.2, or (ii) the Developer fails to complete the Remediation Work in accordance with this Agreement (each of (i) and (ii), an "Escrow Termination Condition"), will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the Escrow Account to the City following the occurrence of either Escrow Termination Condition. The Developer will be responsible for all Remediation Costs in excess of the Escrow Funds, and the City will have no further obligation with respect thereto.

SECTION 4. EARNEST MONEY AND PERFORMANCE DEPOSIT.

4.1 Earnest Money. Upon the Developer's execution of this Agreement, the Developer shall deposit with the City the amount of \$15,125 (5% of the Purchase Price) ("Earnest Money"), which shall be credited against the Purchase Price as follows: \$3,025 at the First Closing, \$3,025 at the Second Closing, \$3,025 at the Third Closing, \$3,025 at the Fourth Closing, and \$3,025 at the Fifth Closing.

4.2 Performance Deposit. At the First Closing, the Developer shall deposit with the City the amount of \$15,125 as security for the performance of the Developer's obligations under this Agreement (5% of the Purchase Price) (the "Performance Deposit"), which amount the City will retain until the City issues the Fifth Certificate of Completion (as defined in Section 14). The City will pay no interest to the Developer on the Performance Deposit. Upon the Developer's receipt of the Fifth Certificate of Completion, the Developer shall submit a request for a return of the Performance Deposit, and the City shall return the Performance Deposit within ninety (90) days of receiving such request. In the event of a Developer default (continuing after notice and cure as provided in this Agreement), Developer shall forfeit any remainder Earnest Money and the Performance Deposit as City's liquidated damages.

SECTION 5. CLOSING.

The City shall convey the City Property to the Developer in four Closings: the Second Phase Parcels at the Second Closing, the Third Phase Parcels at the Third Closing, the Fourth Phase Parcels at the Fourth Closing, and the Fifth Phase Parcels at the Fifth Closing. Each Closing shall take place within fourteen (14) days after the Developer has satisfied all conditions precedent set forth in Section 10 hereof, unless DPD, in its sole discretion, waives such conditions; provided, however, in no event shall the First Closing occur any later than three (3) months from the adoption of the Project Ordinance, the Second Closing occur any later than twelve (12) months from the adoption of the Project Ordinance, the Third Closing occur any later than twenty-four (24) months after the adoption of the Project Ordinance, the Fourth Closing occur any later than thirty-six (36) months after the adoption of the Project Ordinance, and the Fifth Closing occur any later than forty-eight (48) months after the adoption of the Project Ordinance (each, the "Outside Closing Date"), unless the Commissioner of DPD, in the Commissioner's sole discretion, extends such Outside Closing Date. On or before the First Closing Date, the Second Closing Date, the Third Closing Date, the Fourth Closing Date, and the Fifth Closing Date (each, a "Closing Date"), the City shall deliver to the Title Company the Deed for the applicable Closing (as defined in Section 6.1), all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. The First Closing, the Second Closing, the Third Closing, the Fourth Closing, and the Fifth Closing shall take place at the downtown offices of the Title Company.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the Property to the Developer by quitclaim deed(s) (each, a "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. The Developer shall pay to record the Deed for each Phase, this Agreement, and any other documents incident to the conveyance of the Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. The Developer shall execute and deliver to the City a special warranty Reconveyance Deed in a form acceptable to the City for the Second Phase Parcels on the Second Closing Date, the Third Phase Parcels on the Third Closing Date, the Fourth Phase Parcels on the Fourth Closing Date, and the Fifth Phase Parcels on the Fifth Closing Date to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed(s) and revest title to the Property and all improvements thereon in the City in accordance with Section 20 hereof.

6.4 Recordation Costs. The Developer shall pay to record this Agreement, the Deeds, and any other documents incident to the conveyance of the City Property to Developer. This Agreement shall be recorded prior to the recordation of any Deed and the First Mortgage.

SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than thirty (30) days before the First Closing Date, Second Closing Date, Third Closing Date, Fourth Closing Date, and Fifth Closing Date, the Developer shall obtain a commitment for an owner's policy of title insurance for the applicable portion of the Property, issued by the Title Company (each, a "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment for each Phase (including all search, continuation, and later-date fees), and obtaining the Title Policy and any endorsements it deems necessary for each Phase.

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 each Closing with respect to the applicable portion of the City Property for such Closing or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-

100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the City Property remains subject to any tax liens, or if the City Property is encumbered with any other exceptions that would adversely affect the use and insurability of the City Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Property subject to the exceptions, without reduction in the applicable Purchase Price; or (b) terminate this Agreement as it relates to the relevant Phase by delivery of written notice to the City, in which event this Agreement shall be null and void as it relates to such Phase, and except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Developer shall obtain surveys of the Property at the Developer's sole cost and expense in accordance with Section 10 hereof.

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 each Phase of the Project within two (2) months after passage and approval of the Project Ordinance in the case of the First Phase of the Project, and four (4) months prior to each subsequent Closing, in the case of the Second Phase, the Third Phase, the Fourth Phase, and the Fifth Phase of the Project, unless DPD, in its sole discretion, extends such application date. The Developer shall pursue such Governmental Approvals in good faith and with all due diligence.

SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

9.1 First Closing (First Phase Parcels). The Developer has furnished to DPD, and DPD has approved, a preliminary project budget showing total costs for the construction of the First Phase of the Project in the amount of approximately \$2,039,970. The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than fourteen (14) days prior to the First Closing Date, the Developer shall submit to DPD for approval a final project budget ("Budget") and proof reasonably acceptable to the City that the Developer has equity and Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

9.2 Second Closing (Second Phase Parcels). The Developer has furnished to DPD, and DPD has approved, a preliminary project budget showing total costs for the construction of the Second Phase of the Project in the amount of approximately \$1,271,740. The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than fourteen (14) days prior to the Second Closing Date, the Developer shall submit to DPD a final Budget and Proof of Financing. The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

9.3 Third Closing (Third Phase Parcels). The Developer has furnished to DPD, and DPD has approved, a preliminary project budget showing total costs for the construction of the Second Phase of the Project in the amount of approximately \$3,145,730. The Developer hereby

certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than fourteen (14) days prior to the Second Closing Date, the Developer shall submit to DPD a final Budget and Proof of Financing. The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

9.4 **Fourth Closing (Fourth Phase Parcels).** The Developer has furnished to DPD, and DPD has approved, a preliminary project budget showing total costs for the construction of the Fourth Phase of the Project in the amount of approximately \$3,893,182. The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than fourteen (14) days prior to the Fourth Closing Date, the Developer shall submit to DPD a final Budget and Proof of Financing. The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

9.5 **Fifth Closing (Fifth Phase Parcels).** The Developer has furnished to DPD, and DPD has approved, a preliminary project budget showing total costs for the construction of the Fifth Phase of the Project in the amount of approximately \$3,781,600. The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than fourteen (14) days prior to the Fifth Closing Date, the Developer shall submit to DPD a final Budget and Proof of Financing. The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

SECTION 10. CONDITIONS PRECEDENT TO EACH CLOSING.

The obligation of the City to convey the City Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least fourteen (14) days prior to each Closing Date, unless another time period is specified below:

10.1 **Budget.** The Developer has submitted to DPD, and DPD has approved, the Budget for the applicable Phase of the Project in accordance with the provisions of Section 9 hereof.

10.2 **Proof of Financing; Loan Closing.** The Developer has submitted to DPD, and DPD has approved, the Proof of Financing for each Phase in accordance with the provisions of Section 9 hereof. On or prior to each Closing Date, the Developer shall close all Lender Financing for such Phase, and be in a position to immediately commence construction of such Phase of the Project. The Developer has delivered to DPD copies of any construction escrow agreements entered into by the Developer with respect to any Lender Financing for such Phase. Any such construction escrow agreement must provide that the City will receive copies of all construction draw request materials submitted by the Developer.

10.3 **Subordination Agreement.** The Developer has provided to the Corporation Counsel a Subordination Agreement, executed on or prior to the Closing Date for each applicable Phase, which is to be recorded, at the expense of the Developer, in the Cook County Clerk's Office, Recordings Division, prior to any mortgage or other lien against the Property related to any Lender Financing.

10.4 Final Plans. The Developer has submitted to DPD, and DPD has approved, the Final Plans for the simplexes, duplexes, and townhomes no later than fourteen (14) days prior to the First Closing Date in accordance with the provisions of Section 11.1 hereof.

10.5 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct the applicable Phase of the Project, and has submitted evidence thereof to DPD.

10.6 Title. On each Closing Date (excluding the First Closing), the Developer shall deliver to the City a copy of the pro forma Title Policy for the applicable portion of the City Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the applicable Closing Date and shall evidence the recording of this Agreement and the Subordination Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access, and survey, and only those title exceptions acceptable to the Corporation Counsel.

10.7 PIN Division and/or Consolidation (First Closing Only). The Developer has submitted to DPD all necessary fees and documents, including but not limited to surveys, required for the City to submit a petition for a PIN division and/or consolidation to the Cook County Assessor, in order to create PINs for each townhome.

10.8 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Second Closing Date through the date the City issues the Fifth Phase Completion Certificate.

10.9 Due Diligence. The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments or filings, as reasonably determined by the Corporation Counsel:

- (a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
- (b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
- (c) Federal Tax Lien Search, Illinois Secretary of State;
- (d) UCC Search, Illinois Secretary of State;
- (e) UCC Search, Cook County Recorder;
- (f) Federal Tax Lien Search, Cook County Recorder;
- (g) State Tax Lien Search, Cook County Recorder;
- (h) Memoranda of Judgments Search, Cook County; and
- (i) Pending Suits and Judgments, Circuit Court of Cook County.

In addition, the Developer has provided to the Corporation Counsel a written description of all pending or threatened litigation or administrative proceedings involving the Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

10.10 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, and a copy of its operating agreement, as certified

by the Developer's manager. The Developer has submitted to the Corporation Counsel resolutions authorizing it to enter into, 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 each Closing Date, and such other corporate authority and organizational documents as the City may reasonably request.

10.11 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 applicable Closing Date.

10.12 Reconveyance Deed (Excluding the First Closing). On each Closing Date, the Developer shall deliver to the City a Reconveyance Deed for the applicable portion of the City Property for possible recording in accordance with Section 20 below, if applicable.

10.13 Environmental. On each Closing Date, the Developer has provided DPD with a Phase I ESA for the applicable portion of the Property conducted, or updated, within 180 days prior to the conveyance of such portion of the Property and any Phase II ESA with respect to such portion of the Property required by the City. The Developer has provided the City with a letter from the environmental engineer(s) who completed such assessments, authorizing the City to rely on such assessments.

10.14 Representations and Warranties. On each Closing Date, each of the representations and warranties of the Developer in Section 25 and elsewhere in this Agreement shall be true and correct.

10.15 Inclusionary Housing Agreement. The Developer has executed and recorded in the Office of the Cook County Clerk, Recordings Division, an Inclusionary Housing Agreement pursuant to the ARO for each applicable Phase.

10.16 Other Obligations. On each Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement, including the applicable requirements of Section 23.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon prior written notice to the Developer of at least thirty (30) days, terminate this Agreement (as to any portion of the City Property not yet conveyed) at any time after the expiration of the applicable time period, in which event this Agreement (or the applicable portion thereof in the case of the Second Closing, the Third Closing, the Fourth Closing, and the Fifth Closing) shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement (or the applicable portion thereof in the case of the Second Closing, the Third Closing, the Fourth Closing, and the Fifth Closing) upon a default hereunder shall not be construed as a waiver of such right.

SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Sustainable Features. The Project must comply with landscape and stormwater ordinance requirements.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.3 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 City's Right to Inspect Property. For the period commencing on the First Closing Date and continuing through the date the City issues the Fifth Phase Completion Certificate, upon prior written notice of at least three (3) business days (except in the case of an emergency, in which event no notice is required), any duly authorized representative of the City shall have access to all portions of the Project and the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement and all applicable Laws.

11.5 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.6 Survival. The provisions of this Section 11 shall survive each Closing.

SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

13.1 First Phase. The Developer shall commence construction of the First Phase of the Project no later than three (3) months after adoption of the Project Ordinance and shall complete the First Phase of the Project (as evidenced by the issuance of the First Phase Completion Certificate) no later than fifteen (15) months after the adoption of the Project Ordinance; provided, however, DPD, in its sole discretion, may (i) extend the construction commencement and completion dates, and (ii) accept a partial Certificate of Completion. The estimated construction schedule for the First Phase of the Project is attached hereto as Exhibit D. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the First Phase of the Project in accordance with this Agreement, the Redevelopment Plan, Final Plans, Budget, and all Laws and covenants and restrictions of record.

13.2 Second Phase. The Developer shall commence construction of the Second Phase of the Project no later than twelve (12) months after the commencement of the First Phase of the Project and shall complete the Second Phase of the Project (as evidenced by the issuance of the Second Phase Completion Certificate) no later than fifteen (15) months after the commencement of construction on the Second Phase of the Project; provided, however, DPD, in its sole discretion, may (i) extend the construction commencement and completion dates and (ii) accept a partial Certificate of Completion, but only if the Developer has received a First Phase Certificate of Completion. The estimated construction schedule for the Second Phase is attached hereto as Exhibit E. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Second Phase of the Project in accordance with this Agreement, the Redevelopment Plan, Final Plans, Budget, and all Laws and covenants and restrictions of record.

13.3 Third Phase. The Developer shall commence construction of the Third Phase of the Project no later than twelve (12) months after the construction commencement of the Second Phase of the Project, and shall complete the Third Phase of the Project (as evidenced by the issuance of the Third Phase Completion Certificate) no later than fifteen (15) months after the construction commencement of the Third Phase of the Project; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The estimated construction schedule for the Third Phase is attached hereto as Exhibit F. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Third Phase of the Project in accordance with this Agreement, the Redevelopment Plan, Final Plans, Budget, and all Laws and covenants and restrictions of record.

13.4 Fourth Phase. The Developer shall commence construction of the Fourth Phase of the Project no later than twelve (12) months after the construction commencement of the Third Phase of the Project, and shall complete the Fourth Phase of the Project (as evidenced by the issuance of the Fourth Phase Completion Certificate) no later than fifteen (15) months after the construction commencement of the Fourth Phase of the Project; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The estimated construction schedule for the Fourth Phase is attached hereto as Exhibit G. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Fourth Phase of the Project in accordance with this Agreement, the Redevelopment Plan, Final Plans, Budget, and all Laws and covenants and restrictions of record.

13.5 Fifth Phase. The Developer shall commence construction of the Fifth Phase of the Project no later than twelve (12) months after the construction commencement of the Fourth Phase of the Project, and shall complete the Fifth Phase of the Project (as evidenced by the

issuance of the Fifth Phase Completion Certificate) no later than fifteen (15) months after the construction commencement of the Fifth Phase of the Project; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The estimated construction schedule for the Fifth Phase is attached hereto as Exhibit H. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Fifth Phase of the Project in accordance with this Agreement, the Redevelopment Plan, Final Plans, Budget, and all Laws and covenants and restrictions of record.

SECTION 14. CERTIFICATE OF COMPLETION.

14.1 Upon satisfaction of the requirements set forth in this Section 14 for each Phase of the Project, and upon the Developer's written request, DPD shall issue to the Developer a certificate of completion for the applicable Phase ("Certificate of Completion") in recordable form certifying that the Developer has fulfilled its obligation to complete the applicable Phase of the Project in accordance with the terms of this Agreement.

14.2 A Certificate of Completion for the First Phase of the Project (the "First Phase Completion Certificate") will not be issued until the following requirements have been satisfied:

- (a) Developer has completed construction in accordance with the Final Plans and received a Certificate of Occupancy or other evidence acceptable to DPD that the First Phase of the Project is in full compliance with all building permit requirements.
- (b) Developer has obtained and recorded the Final Comprehensive Residential NFR Letter for the First Phase, if applicable, pursuant to Section 22 hereof.
- (c) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

Notwithstanding the requirements of Section 14.2, if the Developer wishes to close on the Second Phase Parcels prior to completing construction of the First Phase of the Project, DPD may, in its sole discretion, issue a partial Certificate of Completion. Upon completion of the First Phase of the Project, DPD shall issue the First Phase Completion Certificate, which Developer shall record in the Cook County Clerk's Office, Recordings Division.

14.3 A Certificate of Completion for the Second Phase of the Project (the "Second Phase Completion Certificate") will not be issued until the following requirements have been satisfied:

- (a) The City has issued the First Phase Completion Certificate.
- (b) Developer has completed construction in accordance with the Final Plans and received a Certificate of Occupancy or other evidence acceptable to DPD that the Second Phase of the Project is in full compliance with all building permit requirements.
- (c) Developer has obtained and recorded the Final Comprehensive Residential NFR Letter for the Second Phase, if applicable, pursuant to Section 22 hereof.
- (d) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

Notwithstanding the requirements of Section 14.3 (b)-(e), if the Developer wishes to close on the Third Phase Parcels prior to completing construction of the Second Phase of the Project, DPD may, in its sole discretion, issue a partial Certificate of Completion. Upon Completion of the Second Phase of the Project, DPD shall issue the Second Phase Completion Certificate, which Developer shall record in the Cook County Clerk's Office, Recordings Division.

14.4 A Certificate of Completion for the Third Phase of the Project (the "Third Phase Completion Certificate") will not be issued until the following requirements have been satisfied:

- (a) The City has issued the Second Phase Completion Certificate.
- (b) Developer has completed construction in accordance with the Final Plans and received a Certificate of Occupancy or other evidence acceptable to DPD that the Third Phase of the Project is in full compliance with all building permit requirements.
- (c) Developer has obtained and recorded the Final Comprehensive Residential NFR Letter for the Third Phase, if applicable, pursuant to Section 22 hereof.
- (d) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

14.5 A Certificate of Completion for the Fourth Phase of the Project (the "Fourth Phase Completion Certificate") will not be issued until the following requirements have been satisfied:

- (a) The City has issued the Third Phase Completion Certificate.
- (b) Developer has completed construction in accordance with the Final Plans and received a Certificate of Occupancy or other evidence acceptable to DPD that the Fourth Phase of the Project is in full compliance with all building permit requirements.
- (c) Developer has obtained and recorded the Final Comprehensive Residential NFR Letter for the Fourth Phase, if applicable, pursuant to Section 22 hereof.
- (d) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

Notwithstanding the requirements of Section 14.5 (b)-(e), if the Developer wishes to close on the Fifth Phase Parcels prior to completing construction of the Fourth Phase of the Project, DPD may, in its sole discretion, issue a partial Certificate of Completion. Upon Completion of the Fourth Phase of the Project, DPD shall issue the Fourth Phase Completion Certificate, which Developer shall record in the Cook County Clerk's Office, Recordings Division.

14.6 A Certificate of Completion for the Fifth Phase of the Project (the "Fifth Phase Completion Certificate") will not be issued until the following requirements have been satisfied:

- (a) The City has issued the Fourth Phase Completion Certificate.

(b) Developer has completed construction in accordance with the Final Plans and received a Certificate of Occupancy or other evidence acceptable to DPD that the Fifth Phase of the Project is in full compliance with all building permit requirements.

(c) Developer has obtained and recorded the Final Comprehensive Residential NFR Letter for the Fifth Phase, if applicable, pursuant to Section 22 hereof.

(d) There exists neither an Event of Default nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

14.7 Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the applicable Phase in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to ensure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the applicable Deed with respect to the Developer's obligations to construct the applicable Phase. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer from its obligation to comply with the other terms, covenants and conditions of this Agreement, except to the extent otherwise provided by this Agreement.

SECTION 15. RESTRICTIONS ON USE.

The Developer, for itself and its successors and assigns, agrees as follows:

15.1 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

15.2 Compliance with Redevelopment Plan. The Developer shall use the Property in compliance with the Redevelopment Plan.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF CITY PROPERTY.

Prior to the issuance of a Certificate of Completion for each Phase of the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole and absolute discretion: (a) directly or indirectly sell, transfer, convey, or otherwise dispose of all or any portion of the City Property or the Project comprising such Phase or any interest therein to any person or entity that is not an Affiliate of the Developer; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted

under Section 17). The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Fifth Phase Completion Certificate to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

SECTION 17. MORTGAGES AND OTHER LIENS.

17.1 Limitation Upon Encumbrance of City Property. Prior to the issuance of a Certificate of Completion for each Phase of the Project, the Developer shall not, without DPD's prior written consent, which shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the City Property comprising such Phase, except for any Lender Financing approved pursuant to Section 9, which shall be limited to funds necessary to construct that Phase of the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of any of the Deeds, the holder of any mortgage authorized by this Agreement (or any Affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Second Closing (with respect to mortgages on the Second Phase of the Project), the Third Closing (with respect to mortgages on the Third Phase of the Project), the Fourth Closing (with respect to mortgages on the Fourth Phase of the Project), and the Fifth Closing (with respect to mortgages on the Fifth Phase of the Project) shall execute a subordination agreement in accordance with Section 10.3. If any such mortgagee or its Affiliate succeeds to the Developer's interest in any portion of the Property prior to the issuance of a Certificate of Completion for the applicable Phase, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property to another party, such transferee shall be obligated to complete the applicable Phase of the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The parties agree, and each 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 City Property), Section 17.1 (Limitation Upon Encumbrance of City Property), and Section 22.4 (Environmental Release), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its 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:

<u>SECTION</u>	<u>COVENANT</u>	<u>TERMINATION</u>
§13	Completion of Project	Upon issuance of Fifth Completion Certificate
§15.1	Redevelopment Plan Compliance	Upon expiration of Redevelopment Plan
§15.2	Non-Discrimination	No limitation as to time
§16	Sale/Transfer Prohibition	Upon issuance of Certificate of Completion for each Phase of the Project
§17	Limitation on Encumbrances	Upon issuance of Certificate of Completion for each Phase of the Project
§22.4	Environmental Release	No limitation as to time

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement;

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property or the Project, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against the Developer or 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;

(e) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the

dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(f) the entry of any judgment or order against the Developer which is related to the Property and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(g) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period; and

(h) the dissolution of the Developer.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default, provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the Project or to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement with respect to Events of Default described in Section 16 (Prohibition Against Transfer of City Property) or Section 17 (Limitation on Encumbrances).

19.4 Default Prior to Issuance of Certificate of Completion. If an Event of Default occurs after the First Closing, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the City Property in the City pursuant to the Reconveyance Deed(s); provided, however, that the recording of the Reconveyance Deed(s) shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed(s) is/are recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the City Property was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the City Property during the period of time the City Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed(s), such recording is effective for purposes of transferring title to the City Property to the City, subject only to those title exceptions that were on title as of the date and time that the City conveyed the City Property to the Developer and any subsequent liens or exceptions expressly authorized by this Agreement or approved by the Commissioner in accordance with the terms of this Agreement.

19.5 Resale of the City Property. Upon the reconveyance of the City Property to the City as provided in Section 19.4, the City may complete the Project at its own cost (if the Project has not been completed) or convey the City Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD (if the Project has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells the City Property as provided for in Section 19.5, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- (a) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the City Property in connection with such management); and
- (b) all costs to remediate the City Property; and
- (c) all unpaid taxes, assessments, and water and sewer charges assessed against the City Property; 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) the dollar amount by which the City wrote-down the value of the City Property when the City conveyed the City Property to the Developer, if any; and
- (g) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds up to the amount of the Developer's equity investment in the City Property.

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 of the City under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnatee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees

shall be designated a party thereto, that may be imposed upon, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent in connection with this Agreement; (d) the failure of the Developer to redress any misrepresentation or omission in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. ENVIRONMENTAL MATTERS.

22.1 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE CITY PROPERTY AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS AND RISKS OF THE CITY PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE CITY PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES IN DECIDING WHETHER TO ACQUIRE THE CITY PROPERTY, AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY PROPERTY IS BEING CONVEYED, AND THE DEVELOPER AGREES TO ACCEPT THE CITY PROPERTY, IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY PROPERTY (OR ANY IMPROVEMENTS THEREON), ITS COMPLIANCE WITH ANY LAWS, OR THE SUITABILITY OR MERCHANTABILITY OF THE CITY PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ANY INVESTIGATION AND REMEDIATION WORK NECESSARY TO PUT THE CITY PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Investigation. The City shall grant the Developer the right, at its sole cost and expense, and in the City's customary form and subject to City's receipt from Developer of required documentation (e.g., evidence of insurance and an Economic Disclosure Statement and Affidavit), to enter the City Property to perform any surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Property; provided, however, that the City shall have the right to review and approve the scope of work for any environmental testing. If the Developer determines that it is not satisfied, in its sole and absolute discretion, with the condition of the City Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the City Property.

22.3 Environmental Remediation. The Developer obtained a Phase I ESA of the Property dated September 13, 2022, which identified several Recognized Environmental Conditions ("RECs"). As a result of these findings, the Developer obtained a Phase II ESA to ascertain the presence of any environmental impacts associated with the RECs. The Phase II ESA identified contamination above residential remediation objectives as determined by 35 Ill. Adm. Code Part 742. The Developer shall enroll the Property (or the applicable portion thereof) in the SRP and take all necessary and proper steps to obtain written approval from the IEPA of a RAP ("RAP Approval Letter"). The Developer acknowledges and agrees that it may not commence construction on the Property or commence any other activity on the Property that could interfere with the prompt start and completion of the RAP until the IEPA issues the RAP Approval Letter for the Property. Upon receipt of the RAP Approval Letter, the Developer covenants and agrees to promptly commence and complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The City must be named in a reliance letter for all environmental assessments prepared for the Property. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and any other investigative and cleanup costs associated with the Property, subject to reimbursement of Approved Project Costs from Escrow Funds in accordance with this Agreement and the Escrow Agreement. The Developer shall remove any soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305. In addition, the Developer shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any leaking USTs in accordance with 35 Ill. Adm. Code Part 734. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not issue a Certificate of Completion or permit occupancy of the Project until the IEPA has issued, 2FM has approved (which approval will not be unreasonably withheld), and the Developer has recorded a Final Comprehensive Residential NFR Letter for the Property with the Cook County Clerk's Office. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the Remedial Action Completion Report ("RACR") to the IEPA, unless the City has agreed to extend such time period, then the City shall have the right to record a notice of default of this RDA against the Property. The Developer must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

22.4 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous

Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims.

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be

provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) The Developer and each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the construction of the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) The Developer is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. The Developer is in good standing and authorized to do business in the State of Illinois. The Developer has the full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's

articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer know of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay its debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

(g) The Developer is not in default in any material respect with respect to any indenture, loan agreement, mortgage, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound.

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(i) The Developer has performed a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement.

(j) 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.

(k) Neither the Developer or any Affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants

to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until the issuance of the Certificate of Completion.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602

With a copy to: City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

If to the Developer: Kamau Murray
Center Court Development, LLC
11740 South Longwood
Chicago, Illinois 60643
872-226-3067
Kamau_murray@msn.com

With a copy to:

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 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) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

- (A) joint ownership of a motor vehicle;
- (B) joint credit account;
- (C) a joint checking account;
- (D) a lease for a residence identifying both domestic partners as tenants.

- (4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

SECTION 28. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

SECTION 29. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 30. 2014 CITY HIRING PLAN

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to,

or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 32.2 above, or advocating a violation of Section 32.3 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 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 thereby. 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 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.

32.5 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.6 Force Majeure. Neither the City nor the Developer shall be considered in breach 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.

32.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32.8 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.

32.9 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.

32.10 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.

32.11 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.

32.12 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.

32.13 Attorney Review. The parties acknowledge that this Agreement will have important legal consequences and imposes significant requirement on each party. Accordingly, the parties acknowledge that they have considered retaining or have retained legal counsel to review this Agreement and that each party has been provided with adequate time to obtain such review. Furthermore, the terms of this Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions on this Agreement.

9/25/2025

REPORTS OF COMMITTEES

31997

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: _____

Commissioner
Department of Planning and Development

CENTER COURT DEVELOPMENT, LLC, an Illinois
limited liability company

By: _____

Kamau Murray
Its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation, 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, as such Commissioner, she signed and delivered the foregoing instrument, pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2025.

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 Kamau Murray, the Manager of Center Court Development, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said _____, as 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 _____, 2025.

NOTARY PUBLIC

[(Sub)Exhibits "C", "D", "E", "F", "G" and "H" referred to in this Agreement
with Center Court Development LLC for the Sale and Redevelopment
of Land unavailable at time of printing.]

(Sub)Exhibits "A", "B", "I" and "J" referred to in this Agreement with Center Court
Development LLC for the Sale and Redevelopment of Land read as follows:

(Sub)Exhibit "A".
(To Agreement With Center Court Development LLC
For The Sale and Redevelopment Of Land)

Legal Description Of Property.

City Property.

Legal Description Of Dearborn Parcels.

Lot 3 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5408 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-063-0000.

Lot 4 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5410 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-064-0000.

Lot 15 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5440 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-075-0000.

Legal Description Of Federal Parcels.

Lots 29 through 42, inclusive, in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

The south 58.67 feet (except the east 1.20 feet thereof) of Lots 10 and 11 as a tract in Block 2 in Nichol's and McCullough's Subdivision of the 4 acres south of and adjoining the north 8 acres of that part of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad (excepting that portion thereof falling within that part of Lot 10 (except the east 2 feet thereof) which overlaps Lot 42 in Block 2 in Coburn's Addition to Chicago, a subdivision of the south 598.25 feet of that part lying east of the railroad of the southeast quarter of the southeast quarter of Section 9 aforesaid), all in Cook County, Illinois.

Addresses:

5401, 5403, 5405, 5407, 5409,

5411, 5413, 5415, 5417, 5419,

5421, 5423, 5425, 5427, 5429,

5431, 5433, (formerly known as

5407, 5419 and 5400 South Federal Street).
Chicago, Illinois.

Property Index Numbers:

20-09-422-093-0000 (Lots 10 and 11 Block 2 Nichol's and McCullough's);

20-09-422-089-0000 (Lots 30 -- 42 Block 2 in Coburn's); and

20-09-422-047-0000 (Lot 29 Block 2 in Coburn's).

*Legal Descriptions For The Proposed Division
Of Federal Parcels.*

[Subject To Cook County Assessor's Final Approval
Of Developer's Division Petition]

Parcel 1:

The south 26.26 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 2:

The north 21.83 feet of the south 48.09 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 3:

The north 21.83 feet of the south 69.92 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 4:

The north 21.83 feet of the south 91.75 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 5:

The north 21.83 feet of the south 113.58 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 6:

The north 22.08 feet of the south 135.66 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 7:

The north 29.35 feet of the south 165.01 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 8:

The north 21.83 feet of the south 186.84 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 9:

The north 21.83 feet of the south 208.67 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 10:

The north 21.83 feet of the south 230.50 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 11:

The north 22.08 feet of the south 252.58 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 12:

The north 29.35 feet of the south 281.93 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 13:

The north 21.83 feet of the south 303.76 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 14:

The north 21.83 feet of the south 325.59 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 15:

The north 21.83 feet of the south 347.42 feet of Lots 29 through 42, inclusive, taken as a tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 16:

That part of Lots 29 through 42, inclusive, taken as a tract, lying north of the south 347.42 feet of said tract in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Parcel 17:

The south 20.00 feet (except the east 1.20 feet thereof) of Lots 10 and 11 as a tract in Block 2 in Nichol's and McCullough's Subdivision of the 4 acres south of and adjoining the north 8 acres of that part of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad (excepting that portion thereof falling within that part of Lot 10 (except the east 2 feet thereof) which overlaps Lot 42, said overlap measured at 4.47 feet, in Block 2 in Coburn's Addition to Chicago, a subdivision of the south 598.25 feet of that part lying east of the railroad of the southeast quarter of the southeast quarter of Section 9 aforesaid), all in Cook County, Illinois.

Parcel 18:

The south 58.67 feet (except the south 20.00 feet and except the east 1.20 feet thereof) of Lots 10 and 11 as a tract in Block 2 in Nichol's and McCullough's Subdivision of the 4 acres south of and adjoining the north 8 acres of that part of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad (excepting that portion thereof falling within that part of Lot 10 (except the east 2 feet thereof) which overlaps Lot 42, said overlap measured at 4.47 feet, in Block 2 in Coburn's Addition to Chicago, a subdivision of the south 598.25 feet of that part lying east of the railroad of the southeast quarter of the southeast quarter of Section 9 aforesaid), all in Cook County, Illinois.

Developer Property.

That part of Lots 8 and 9 in Block 2 in Nichol's and McCullough's Subdivision of the 4 acres south of and adjoining the north 8 acres of that part of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying southwest of the southwest line of West 54th Street, as dedicated and opened up by plat of dedication dated July 12, 1961 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on August 16, 1961 as Document Number 18249291, and lying east of the east line of a north and south public alley, as widened by said plat of dedication, also the north part of Lot 1, being 2.77 feet on the east line by 2.82 feet on the west line, in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5400 -- 5402 South Dearborn Street
Chicago, Illinois.

Property Index Numbers:

20-09-422-094-0000; and
20-09-422-060-0000.

Lot 1 (except the north part being 2.77 feet on east line by 2.82 feet on the west line) in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5404 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-061-0000.

Lot 5 in Block 2 in Coburn's Addition being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5412 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-065-0000.

Lot 9 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, East of the Third Principal Meridian, lying east of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

Address:

5426 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-069-0000.

Lot 12 in Block 2 in Coburn's Addition to Chicago, being a subdivision of the south 598.25 feet of that part of the southeast quarter of the southeast quarter of Section 9, Township 38 North, Range 14, lying east of C.R.I. and P.R.R., East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5434 South Dearborn Street
Chicago, Illinois.

Property Index Number:

20-09-422-072-0000.

(Sub)Exhibit "B".
(To Agreement With Center Court Development LLC
For The Sale And Redevelopment Of Land)

*List Of City Property Parcels And
Their Appraisal Values.*

P.I.N.	Address	Appraised Value
20-09-422-063-0000	5408 South Dearborn Street	\$ 19,000
20-09-422-064-0000	5410 South Dearborn Street	\$ 19,000
20-09-422-075-0000	5440 South Dearborn Street	\$ 19,000
20-09-422-093-0000	5407 South Federal Street	\$ 33,000
20-09-422-089-0000	5419 South Federal Street	\$195,000
20-09-422-047-0000	5400 South Federal Street	\$ 17,500

(Sub)Exhibit "I".
(To Agreement With Center Court Development LLC
For The Sale And Redevelopment Of Land)

Joint Order Escrow Agreement.

Escrow Number _____ Date: _____, 2025

To: _____ [Name of Title Company] ("Escrowee")

Chicago, Illinois 60643

- Parties: (a) Center Court Development LLC, an Illinois limited liability company ("Developer");
- (b) City of Chicago, an Illinois municipal corporation ("City");
- (c) _____ ("Lender"); and
- (d) _____ ("Escrowee").

1. The City hereby deposits \$_____ (the "Escrow Funds") with Escrowee for use solely to reimburse the Developer for the costs shown on Schedule 4 attached hereto, otherwise

known as the "Approved Project Costs", relating to the Developer's performance of the "Remediation Work", as such terms are defined in that certain Agreement for the Sale and Redevelopment of Land dated as of even date herewith between the City and the Developer (the "RDA"). The Remediation Work will be performed on the Property legally described in Schedule 1 attached hereto.

2. Escrowee shall disburse the Escrow Funds only upon the written joint order of (1) _____, in her/his capacity as the _____ of the Developer, or her/his duly authorized designee, (2) the Commissioner or any Managing Deputy Commissioner of the Department of Planning and Development, and (3) any officer of Lender. The joint order must be substantially in the form of Schedule 2 attached hereto, and shall be accompanied by a written statement from _____, the Developer's general contractor or environmental remediation contractor, in substantially the form of Schedule 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within thirty (30) days of the Developer incurring the expense for Approved Project Costs).

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is hereby expressly authorized to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may at any time become a party, Escrowee shall have a lien on the Escrow Funds for any and all costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for on account thereof out of said Escrow Funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

4. Except as set forth in Paragraph 10 hereof, in no case shall Escrow Funds be surrendered except on a joint order signed by the Developer and the City or their respective legal representatives or successors or as directed pursuant to Paragraph 2 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefor, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses and attorneys' fees expended or incurred

by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and to direct that all sums due to Escrowee pursuant to this Agreement be deducted from the Escrow Funds. The undersigned hereby grant Escrowee a lien against the Escrow Funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement the terms of the RDA. It is not intended to cancel, supercede or modify such terms. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties; provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. The Developer and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the Escrow Funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the Escrow Funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Escrow Funds or any part thereof.

8. The fee for establishing the escrow is \$____, payable by the Developer at the time the Escrow Funds are deposited. An annual fee of \$____ will be payable by the Developer for each year (or part thereof) the escrow account remains open (with any part of the deposit not disbursed) after the anniversary of the date first set forth above. Wire transfer or overnight delivery fees will be assessed at the rate of \$____ each. All fees relating to this escrow account shall be billable to and payable solely by the Developer. Funds from the escrow account may not be used to pay any such fees, including fees for check payments after the first ten (10) such payments. The Escrowee shall disburse all funds in the escrow account to the City if the Developer fails to timely pay Escrowee such fees.

9. Escrowee may resign as escrow agent by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to the Developer and the City care of their designated representatives and at the addresses set forth below, and thereafter Escrowee shall deliver all remaining Escrow Funds to a successor escrow agent named by the Developer and the City in a joint written and signed order. If the Developer and the City do not agree on a successor escrow agent, then Escrowee shall deliver all remaining Escrow Funds to the City.

10. This Agreement shall terminate ninety (90) days following the earlier of: (i) the date on which the Developer completes the Remediation Work in accordance with the terms of the RDA, as evidenced by the Developer's recording of the Final Comprehensive Residential NFR Letter, or (ii) _____, 20__, as such date may be extended in writing by the City. All funds, including accumulated interest on the Escrow Funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the Escrowee to disburse the funds in the escrow account to the City.

11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, or overnight courier:

City:

City of Chicago
Department of Planning and Development
121 North La Salle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

with copies to:

City of Chicago
Department of Law
121 North La Salle Street, Room 600
Chicago, Illinois 60602
Attention: Real Estate and Land Use Division

Developer:

Center Court Development LLC
11740 South Longwood Drive
Chicago, Illinois 60643
Attention: _____

with a copy to:

Chicago, Illinois 606__
Attention: _____

If Lender:

Chicago, Illinois 606__
Attention: _____

Escrowee:

Chicago, Illinois 606__
Attention: _____

Center Court Development LLC

City of Chicago

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

Lender:

Escrowee:

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Its: _____

[Schedule 1 referred to in this Joint Order Escrow Agreement
constitutes Exhibit "A" to ordinance and printed on
pages 31956 through 31959 of this *Journal*.]

Schedules 2, 3 and 4 referred to in this Joint Order Escrow Agreement read as follows:

Schedule 2.
(To Joint Order Escrow Agreement)

Disbursement Direction.

I, _____, the _____ of Center Court Development, LLC,
an Illinois limited liability company, hereby direct _____, Escrowee,

under its Escrow Number _____ to pay to _____ the sum of \$_____ from the cash Deposit held in said Escrow.

Dated: _____

Center Court Development LLC

By: _____

Name: _____

Its: _____

I, _____, the _____ [Commissioner/Managing Deputy Commissioner] of the City of Chicago Department of Planning and Development, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: _____

City of Chicago, acting by and through its
Department of Planning and Development

By: _____

Name: _____

Its: _____

I, _____, the _____ of _____ [Lender], hereby direct _____, Escrowee, under its Escrow Number _____ to pay to _____ the sum of \$_____ from the cash Deposit held in said Escrow.

Dated: _____

_____ [Lender]

By: _____

Name: _____

Its: _____

Schedule 3.
(To Joint Order Escrow Agreement)

The undersigned has served as the general contractor or remediation contractor to Center Court Development, LLC, an Illinois limited liability company ("Developer") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Developer for "Approved Project Costs" incurred by the Developer for the "Remediation Work", as defined in, and determined and governed by, that certain Agreement for the Sale and Redevelopment of Land dated as of _____, between the City and the Developer. The undersigned has obtained and has included with this certification lien waivers for all the work for which reimbursement is sought.

Dated: _____

[General Contractor or Remediation Contractor]

By: _____

Name: _____

Title: _____

Schedule 4.
(To Joint Order Escrow Agreement)

Approved Project Costs.

Allowable Project Scope And Costs.

The funds in the Joint Order Escrow Account will be used solely to reimburse the Purchaser for the following categories of environmental costs incurred by the Purchaser to perform the Remediation Work necessary to obtain a Final Comprehensive NFR Letter for the City Property as approved by the City subject to below noted conditions:

- 1) Proposed itemized remedial costs must be provided to the City prior to closing for approval by the Department of Fleet and Facility Management (2FM) Bureau of Environmental Health and Safety (EHS). Closing is contingent of costs by 2FM.
- 2) Unless otherwise approved by the 2FM, all project scopes related to cost reimbursement requests must be included in a 2FM and Illinois Environmental Protection Agency (IEPA) approved Remedial Action Plan to meet

Site Remediation Program (SRP), 35 Illinois Administrative Code (IAC) 740 or a Corrective Action Plan to meet Leaking Underground Storage Tank requirements (35 IAC 734). Additionally, only the following aspects of such pre-approved project scopes will be applicable for reimbursement:

- a) Excavation, transportation and disposal to remove "source material" pursuant to 35 IAC 742.305.
 - b) Excavation, transportation and disposal for underground storage tank removal.
 - c) Installation of vapor barriers.
 - d) Installation of soil barriers to meet 35 IAC 742.1105 or otherwise IEPA approved modified soil barrier that may include the use of geotextiles.
 - e) Excavation, transportation and disposal of soil (or other damaged or unsuitable surface covers) to facilitate installation of an appropriate engineered barrier, unless otherwise approved by 2FM.
 - f) Incremental costs for any development-related soil waste ("construction spoils") that requires offsite disposal to a Subtitle D landfill as a result of onsite contamination.
 - i) The incremental cost is defined as the difference between fees for clean construction or demolition debris fees (based on representative costs identified by 2FM) and fees for the Subtitle D landfill at which the contaminated construction spoils are disposed of; and
 - ii) "Construction spoils" shall be defined as any soil that requires removal in order to execute the City-approved construction plan for the project.
 - g) Environmental consultant and/or professional labor as it relates to environmental remedial actions.
 - h) SRP and/or Leaking Underground Storage Tank (LUST) fees.
- 3) Costs and fees that are exempt from reimbursement include:
- a) Markup fees.
 - b) Excavation and transportation costs for "construction spoils" as defined in 2(f).
 - c) Construction costs to execute City-approved construction plan, including but not limited to building foundations (even if it serves as an engineered barrier), footers, utility trenches, installation of landscaped areas, recreational playgrounds, etc.

- d) Demolition of structures.
- 4) Invoices submitted to 2FM for reimbursement must be provided with a cover sheet that itemizes each cost. All costs that are approved by 2FM under Item (1) above must include the following details and backup at a minimum; 2FM reserves the right to request additional backup information or details to support submitted expenses:
- a) Summary table presenting total cost by task for which reimbursement is being sought. Exempt costs and fees as discussed in item 3 above should be clearly identified; and shall be subtracted from the total request for reimbursement.
 - b) Unit costs and quantity by project task for all expenses incurred on project including:
 - i) Hourly billing rates and hours for the prime environmental consultant and any environmental subcontractors.
 - ii) Tonnage and unit price per ton for disposal and backfill invoices.
 - iii) Other costs units of equipment or disposables.
 - c) Receipts of paid invoices of "actual incurred project costs" by task and in a chronological order. Exempt costs and fees (defined in item 3) should be clearly marked in these receipts.
 - d) Backup narrative clearly identifying page number in PDF backup documents that identifies requirements as defined in (iii).

Any remaining funds will be released to the City upon completion of such Remediation Work.

Sub(Exhibit) "J".
(To Agreement With Center Court Development LLC
For The Sale And Redevelopment Of Land)

Summary Of Phases.

First Phase.

5400 -- 5404 South Dearborn Street -- 6 units:

- Two (2) duplexes containing two dwelling units, each with three bedrooms,

- Four (4) two-bedroom simplexes containing four dwelling units,
- Payment of In Lieu Fee for one (1) ARO unit.

5412 South Dearborn Street -- 2 units:

- Two (2) duplexes containing two dwelling units, each with four bedrooms,
- One (1) ARO unit at 5412 South Dearborn Street.

Second Phase.

5408 South Dearborn Street -- 2 units:

- Two (2) duplexes containing two dwelling units, each with four bedrooms.

5410 South Dearborn Street -- 2 units:

- Two (2) duplexes containing two dwelling units, each with four bedrooms.

Third Phase.

5401, 5403, 5405, 5407, 5409 and 5411 South Federal Street -- 6 units

- Six (6) townhomes

Fourth Phase.

5426 and 5434 South Dearborn Street -- 4 units:

- Four (4) duplexes containing four dwelling units, each with 4 bedrooms.

5413, 5415, 5417, 5419 and 5421 South Federal Street -- 5 units:

- Five (5) townhomes,
- One (1) ARO unit at 5417 South Federal Street.

Fifth Phase.

5440 South Dearborn Street -- 2 units:

- Two (2) duplexes containing two dwelling units, each with 4 bedrooms.

5423, 5425, 5427, 5429, 5431 and 5433 South Federal Street -- 6 units:

- Six (6) townhomes,
- One (1) ARO unit at 5427 South Federal Street.

SALE OF CITY-OWNED PROPERTY AT 3901 S. HALSTED ST. TO ILLINOIS
DEPARTMENT OF TRANSPORTATION FOR PERSHING ROAD HIGHWAY
IMPROVEMENT PROJECT.

[SO2025-0015983]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on September 24, 2025 and to which was referred a substitute ordinance from the Department of Transportation for the sale of City-owned property at 3901 South Halsted Street to Illinois Department of Transportation for Pershing Road highway improvement project (11th Ward) (SO2025-0015983), 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, 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 -- 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 3901 South Halsted Street, Chicago, Illinois 60609, which is legally described on Exhibit A attached hereto (the "City Land"); and

WHEREAS, The Illinois Department of Transportation ("IDOT") has a highway improvement project for West Pershing Road from South Ashland Avenue to South Wentworth Avenue ("Pershing Road Project"); and

WHEREAS, The City Land is adjacent to the Pershing Road Project; and

WHEREAS, In connection with the Pershing Road Project, IDOT sent an offer package to the City offering to purchase a portion of the City Land which is legally described on Exhibit B attached hereto (the "City Parcel") for the stated compensation based on appraised valuations of the properties (the "Offer Price"); and

WHEREAS, The Commissioner of Transportation (the "Commissioner") has engaged in discussions with IDOT regarding the amount of the City Land needed for the Pershing Road Project and the appropriate compensation that IDOT should pay for such purchase; and

WHEREAS, The City desires to sell the City Parcel or an agreed upon portion of the City Land to IDOT for an adjusted purchase price agreed to by IDOT and CDOT in order to allow implementation of the Pershing Road Project; 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 Parcel to IDOT in its "as is" condition for a purchase price agreed to by the Commissioner and IDOT, all as provided in this ordinance.

SECTION 3. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel as to form and legality, to execute and deliver a quitclaim deed to IDOT conveying some or all of the City Parcel to IDOT as agreed by the Commissioner and IDOT.

SECTION 4. The Commissioner is hereby authorized, subject to the review and approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver agreements and such other documents and take such other actions as may be necessary or appropriate to carry out and comply with the intent and language of this ordinance, including the establishment of agreed compensation. In the event the Commissioner determines to convey more or less of the City Land than the City Parcel, the Commissioner is authorized to negotiate and apply a proportional reduction of the Offer Price to reflect such adjustment.

SECTION 5. The City Council hereby opens as public way those portions of the City Land not conveyed to IDOT. The Commissioner is authorized to acknowledge and record a plat in accordance with applicable law.

SECTION 6. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall take effect upon its passage and approval.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

Legal Description Of City Land.

Lot 42 in the subdivision of Block 4 in Superior Court Partition of the west half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

3901 South Halsted Street
Chicago, Illinois 60609.

Property Index Number:

20-04-100-014.

*Exhibit "B".**Legal Description Of City Parcel.*

(Subject To Final Survey And Title Commitment)

That part of Lot 42 in the subdivision of Block 4 in Superior Court Partition of the west half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.9999950; described as follows:

beginning at the northwest corner of said Lot 42; thence north 88 degrees, 32 minutes, 24 seconds east along the north line of said Lot 42, a distance of 41.00 feet; thence south 57 degrees, 07 minutes, 59 seconds west 47.97 feet to the southwest corner of said Lot 42; thence north 01 degree, 35 minutes, 07 seconds west along the west line of said Lot 42, a distance of 25.00 feet to the point of beginning.

Said parcel containing 0.012 acres, more or less.

Address:

3901 South Halsted Street
Chicago, Illinois 60609.

Property Index Number:

20-04-100-014.

SALE OF CITY-OWNED RENOVATED MOTEL AT 5230 N. LINCOLN AVE. (FORMER DIPLOMAT MOTEL) TO CORNERSTONE COMMUNITY OUTREACH UNDER DEPARTMENT OF HOUSING NON-CONGREGATE SHELTER ACQUISITION PROGRAM TO OPERATE AND MANAGE AS NON-CONGREGATE SHELTER TO BE KNOWN AS THE HAVEN ON LINCOLN.

[O2025-0018850]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on September 24, 2025 and to which was referred an ordinance from the Department of Housing for the sale of City-owned renovated motel at 5230 North Lincoln Avenue (former Diplomat Motel) to Cornerstone Community Outreach under Department of Housing Non-Congregate Shelter Acquisition Program to operate and manage as non-congregate shelter to be known as The Haven on Lincoln (40th Ward) (O2025-0018850), having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, 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 -- 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 duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City is the owner of the property and improvements located at 5230 North Lincoln Avenue, Chicago, Illinois 60625, as legally described on Exhibit A attached hereto and made a part hereof (as improved, the "Property"); and

WHEREAS, The Property is the site of the former Diplomat Motel; and

WHEREAS, The City acquired the Property for \$2.9 Million in 2024 for non-congregate housing for people experiencing homelessness; and

WHEREAS, It was anticipated that the motel would be renovated and operated under a joint Department of Housing ("DOH") and Chicago Department of Public Health pilot program to provide housing utilizing public health funding with a focus on integrated physical and behavioral healthcare services; and

WHEREAS, The City has determined that, in the current fiscal climate, it is no longer prudent to utilize limited public health funding to create new housing and public health programming and has decided instead to use the Property to improve the quality of the City's emergency shelter system in accordance with DOH's Non-Congregate Shelter Acquisition Program; and

WHEREAS, In September 2022, DOH and the Department of Family and Support Services ("DFSS") released a Request for Proposals ("RFP") under the Non-Congregate Shelter Acquisition Program to fund the acquisition and rehabilitation of buildings to be used as non-congregate shelter; and

WHEREAS, The RFP sought proposals from operators of existing homeless shelters in immediate and critical need of new space in which to provide shelter services; and

WHEREAS, DOH selected five grantee finalists, including Cornerstone Community Outreach, an Illinois 501(c)(3) not-for-profit corporation ("CCO"), which has served as a nonprofit shelter operator in Chicago for over 35 years; and

WHEREAS, CCO runs three shelter programs for single adults and families in the Uptown community area, which DFSS currently funds; and

WHEREAS, The City is in the process of converting the motel's 46 rooms into 37 rooms of non-congregate shelter with on-site supportive services; and

WHEREAS, The City expects construction to be completed in early 2026; and

WHEREAS, Following completion of construction, the City desires to sell the Property to CCO for \$1.00 (the "Purchase Price") to operate and manage the renovated motel as a non-congregate shelter to be known as The Haven on Lincoln; and

WHEREAS, As a specific condition precedent to the sale of the Property for the Purchase Price of \$1.00, CCO has agreed to execute a grant agreement with the City ("Grant Agreement") for the City funds used to acquire and renovate the Property, or such other reasonable amount as determined by the Commissioner of DOH, such as the value of the Property donation ("City Funds"), a regulatory agreement with the City governing the use of the Property (the "Regulatory Agreement") and a mortgage to secure CCO's performance of its covenants and obligations under the Regulatory Agreement and the repayment of City Funds in the event of a default ("Mortgage"), all in a form similar to documents used for grants of City funds under the Non-Congregate Shelter Acquisition Program; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The sale of the Property to CCO or a Related Entity (as hereafter defined) for the Purchase Price, subject to closing costs and post-closing adjustments and other amounts due and payable under the Purchase Agreement (as hereafter defined), together with the City's performance of its other obligations and indemnity undertakings under the Purchase Agreement, are hereby approved. This approval is expressly conditioned upon the City entering into the Regulatory Agreement with CCO and CCO's execution of the Mortgage.

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 CCO, or to a land trust of which CCO is the sole beneficiary, or to an entity of which CCO is the sole controlling party or which is comprised of the same principal parties (each, a "Related Entity").

SECTION 4. The DOH Commissioner, or a designee of the DOH 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 purchase agreement for the Property ("Purchase Agreement"), and negotiate, execute, and deliver such other documents (including, without limitation, the Grant Agreement, the Regulatory Agreement and the Mortgage) 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 DOH Commissioner or the DOH Commissioner's designee. Such documents may contain terms and provisions that the DOH Commissioner or the DOH 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 as the DOH Commissioner deems appropriate.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description Of Property.

(Subject To Final Survey And Title Commitment)

Lots 55, 56, 57, 58, 59 and 60 in Oliver L. Salinger and Company's Lincoln Avenue Subdivision, a subdivision of part of the south half of the west half of the east half of the northeast quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5230 North Lincoln Avenue
Chicago, Illinois 60625.

Permanent Index Numbers:

13-12-229-016-0000;

13-12-229-017-0000;

13-12-229-018-0000;

13-12-229-019-0000;

13-12-229-020-0000; and

13-12-229-021-0000.

SALE OF VACANT CITY-OWNED PROPERTY AT 6710 S. RHODES AVE. TO URBAN MARKET EXCHANGE LLC BY QUITCLAIM DEED WITH OPEN SPACE USE RESTRICTION.

[O2025-0018832]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on September 24, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant City-owned property at 6710 South Rhodes Avenue to Urban Market Exchange LLC by quitclaim deed with open space use restriction (6th Ward) (O2025-0018832), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to thousands of parcels of vacant land which are costly to clean up and maintain, do not generate property taxes, and are a detriment to the community; and

WHEREAS, The City seeks to return these parcels of vacant land to private ownership and productive use; and

WHEREAS, The City is the owner of the vacant lot located at 6710 South Rhodes Avenue, Chicago, Illinois, 60637, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The Department of Planning and Development ("Department") retained the services of CBRE Group, Inc. ("CBRE") to provide market value assessments of the Property based on comparable sales; and

WHEREAS, Urban Market Exchange LLC, an Illinois limited company ("Grantee"), submitted a proposal to the Department to develop an outdoor plaza with two dedicated parking spaces to serve the adjacent building's two affordable rental units, as depicted in the drawings attached hereto and incorporated herein as Exhibit B (the "Project"); and

WHEREAS, The Department has agreed to sell the Property to Grantee for \$6,250 (the "Purchase Price"), which represents the estimated market value of the Property based on a CBRE valuation dated April 2, 2025; and

WHEREAS, Public notice advertising the Department's intent to sell the Property to the Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on April 17, May 1 and May 15, 2025; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the Property in its "as is" condition 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 (the "Grantee 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) Grantee Entity must submit to the Department, and the Department must approve, the final construction plans and specifications for the Project;
- (b) Grantee 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) Grantee Entity must submit to the Department, and the Department must approve, proof of financing for the Project.

If the Grantee Entity fails to close on the acquisition of the Property within 180 days 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 the Department (the "Commissioner"), in the Commissioner's sole discretion, extends the closing date. The Grantee Entity shall pay any and all escrow fees and other title insurance fees and closing costs if applicable.

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 Property to the Grantee Entity.

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 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 32032 of this *Journal*.]

Exhibits "A" and "C" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description.

(Subject To Final Title Commitment And Survey)

Lot 51 in Block 2 in Johnson and Clement's subdivision or the west half of the southeast quarter of Section 22, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6710 South Rhodes Avenue
Chicago, Illinois 60637.

Permanent Index Number:

20-22-401-023-0000.

Exhibit "C".
(To Ordinance)

Form Of Deed.

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of Six Thousand Two Hundred Fifty and no/100 Dollars (\$6,250.00), conveys and quitclaims all interest in the real property legally described and identified on (Sub)Exhibit A attached hereto (the "Property"), pursuant to an ordinance adopted by the City Council of the City on _____, 2025, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages _____ through _____, to Urban Market Exchange, LLC, an Illinois limited liability company ("Grantee"), whose principal business address is 6700 South Rhodes Avenue, Chicago, Illinois 60637.

Without limiting the quitclaim nature of this deed ("Deed"), this conveyance is subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents.

In addition, this conveyance is subject to the following 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 Improve Property With Open Space; Restriction On Conveyance.** Grantee shall improve the Property with the open space project described in Grantee's proposal and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed; *(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 revert 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 reversion of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the Property. Grantee acknowledges and agrees that Grantee has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Grantee for inspection and copying upon request.
3. **Limited Nature Of City's Review.** Grantee acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the Property are consistent with the Bureau's summary of its Limited Review. Grantee acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the Property, and that the City's review of the Review Documents was limited. Grantee acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the Property, and that there may be other conditions, uses, and sources or types of contamination affecting the Property. Grantee acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the Property.

* Editor's Note: Numbering sequence error; (a) missing in original document.

4. **Historic Contamination Of Urban Land.** Grantee acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as: (a) buried demolition debris containing lead-based paint or asbestos; (b) underground heating oil tanks; (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses; (d) illegal dumping; (e) nearby railroad operations; and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Grantee acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges and agrees that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities that Grantee may have conducted in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.
6. **Release Of City.** Grantee, on behalf of Grantee and Grantee's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.
7. **Affordable Housing And Municipal Code Requirements.** Grantee acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and, therefore, that a future residential project on the Property may be subject to the requirements of the Affordable Requirements Ordinance. Grantee also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the Property and Grantee's use, maintenance, and transfer of the Property.

In Witness Whereof, Grantor has caused this instrument to be duly executed in its name and on its behalf and its seal to be hereunto affixed, by its Mayor and City Clerk, on or as of _____, 2025.

Attest:

City of Chicago, an Illinois municipal corporation and home rule unit of government

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

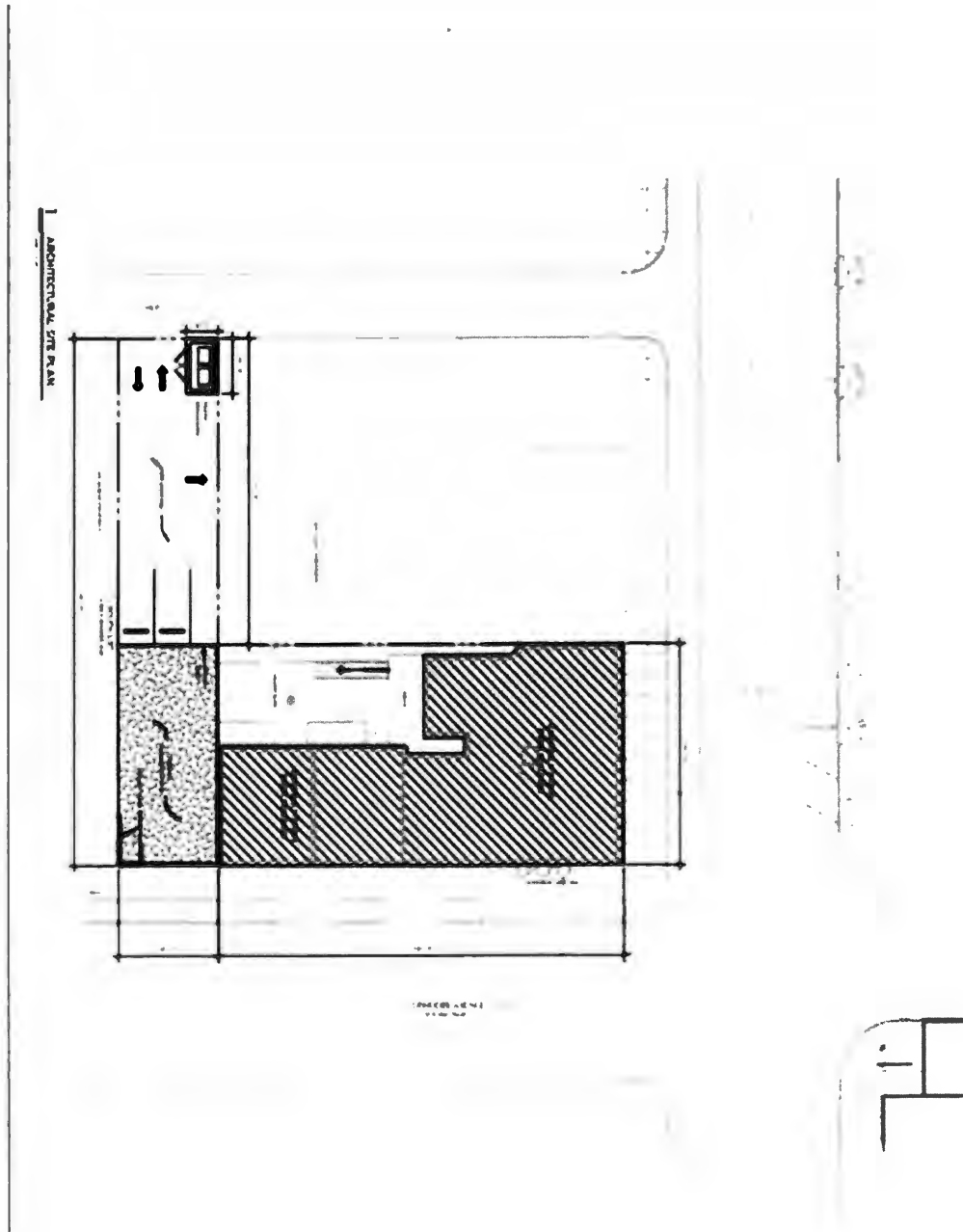
Given under my hand and notarial seal on _____, 2025.

Notary Public

[(Sub)Exhibit "A" referred to in this Form of Deed constitutes
Exhibit "A" to ordinance and printed on
page 32028 of this *Journal*.]

*Exhibit "B".
(To Ordinance)*

Drawings Of Property.



SALE OF VACANT CITY-OWNED PROPERTY AT 5056 W. WASHINGTON BLVD. TO THE CATHOLIC BISHOP OF CHICAGO FOR BENEFIT OF ST. SIMON OF CYRENE, UNDER CHIBLOCKBUILDER PLATFORM FOR LANDSCAPED PARKING LOT WITH REMOTE-OPERATED GATE ENTRY.

[O2025-0018836]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on September 24, 2025 and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant City-owned property at 5056 West Washington Boulevard to The Catholic Bishop of Chicago for benefit of St. Simon of Cyrene, under ChiBlockBuilder platform for landscaped parking lot with remote-operated gate entry (28th Ward) (O2025-0018836), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

On motion of Alderperson Sigcho-Lopez, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- 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 ChiBlockBuilder 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 ChiBlockBuilder 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 2nd, 9th, 16th, 23rd and 30th, November 6th, 13th and 30th and December 4th, 11th, 18th, 23rd and 30th, 2024; and

WHEREAS, The Department evaluated the applications for the City Lot based on the applicant's development experience, clarity, feasibility and practicality of project plans, designs, budget and timeline, purchase offer amount, public benefits of project, community engagement and consistency of project with neighborhood plans; and

WHEREAS, The Department selected The Catholic Bishop of Chicago, an Illinois Corporation Sole ("Buyer") for the sale of the City Lot for the project described on Exhibit A ("Project") and depicted in the drawings attached hereto as Exhibit B; and

WHEREAS, There were no other applicants for the City Lot; and

WHEREAS, The market value of the City Lot is \$38,084 ("Purchase Price"), based on a market value assessment dated June 22, 2025; 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 of 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 (the "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 C.

SECTION 4. The Commissioner, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such

documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title 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 page 32041 of this *Journal*.]

Exhibits "A" and "C" referred to in this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Legal Description Of City Lot And Project Description.

(Subject To Title Commitment And Survey)

Lots 25 and 26 in Block 8 in Derby's Addition to Chicago in the west half of the southeast quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5056 West Washington Boulevard
Chicago, Illinois 60644.

Permanent Index Number:

16-09-422-019-0000.

Project Description.

(Subject To Change With Department Approval)

Non-accessory surface parking lot to serve St. Simon of Cyrene Catholic Church and its tenants.

Exhibit "C".
(To Ordinance)

Form Of Deed.

This Transfer Is Exempt Under The Provisions Of The Illinois Real Estate Transfer Tax Act, 35 ILCS 200/31-45(b); Cook County Ordinance Number 93-0-27(B); And The Chicago Real Property Transfer Tax, Municipal Code Section 3-33-060(B).

The City of Chicago, an Illinois municipal corporation and home rule unit of government, having its principal offices at 121 North LaSalle Street, Chicago, Illinois 60602 ("City" or "Grantor"), for and in consideration of \$38,084, 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 ordinance [ordinance number] adopted by the City Council of the City of Chicago ("City Council") on [date], and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages [] through [], to the Catholic Bishop of Chicago, an Illinois Corporation Sole ("Buyer" or "Grantee"), having a principal residence or business address at 835 North Rush Street, Chicago, Illinois 60611.

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 improve the City Lot with a non-accessory surface parking lot (the "Project") in accordance with the site plan and elevations previously approved by the Department of Planning and Development (the "Department") within twelve (12) months of the date of this Deed, provided, however, the Department, in its sole discretion, may extend the completion date upon written request, and may not convey, assign, or otherwise transfer the City Lot until construction of the Project is completed. If either of these conditions is not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter and take possession of the City Lot, terminate the estate conveyed to the Buyer, and revest title to the City Lot in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such revesting of title. The foregoing covenants shall expire upon completion 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.

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.

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.

3. "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.
4. 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.
5. 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:

City of Chicago, an Illinois municipal
corporation and home rule unit of
government

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "City") pursuant to proxy on behalf of Brandon Johnson, Mayor, and Andrea M. Valencia, the City Clerk of the City, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as said Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the City to be affixed thereto, pursuant to authority given by the City, as each person's free and voluntary act, and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

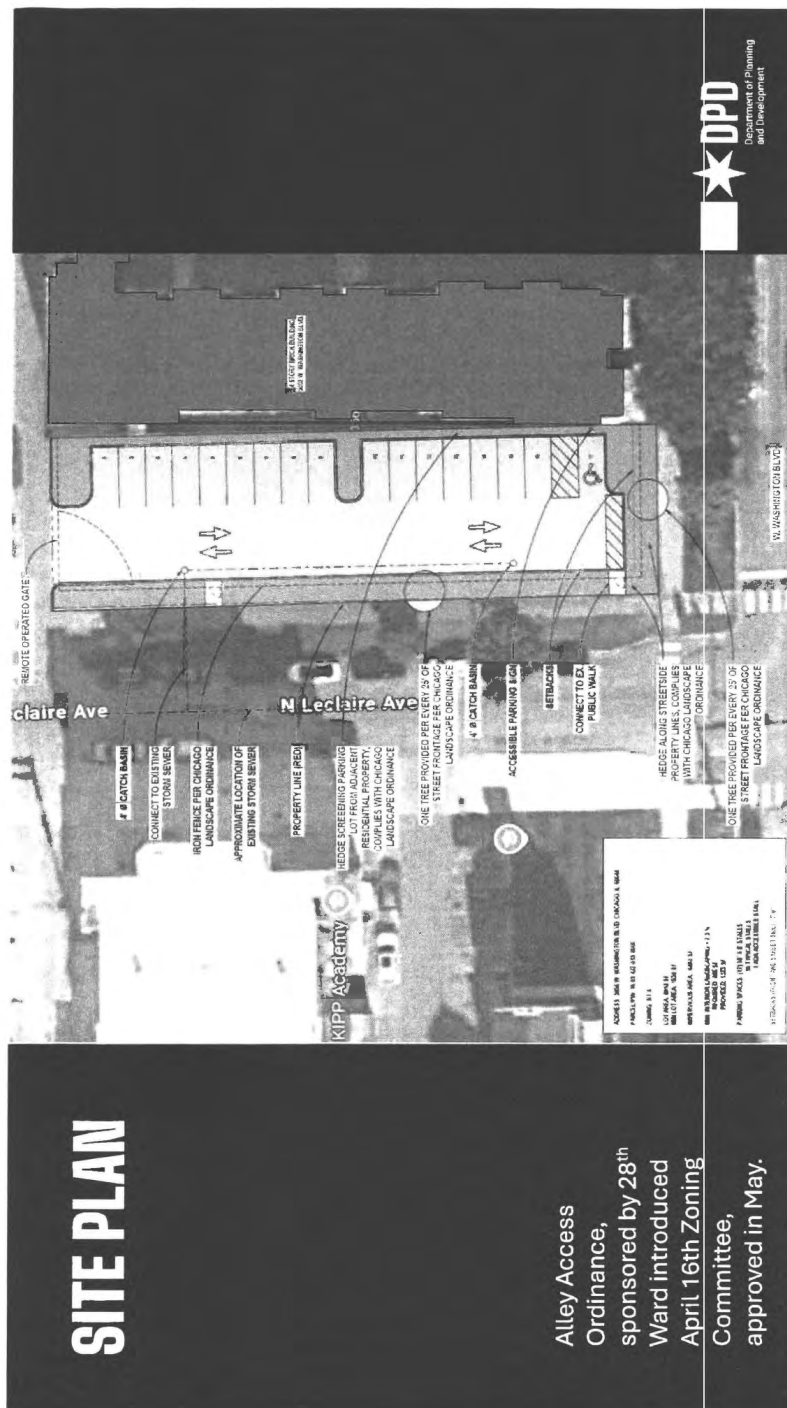
Given under my hand and notarial seal on _____, 20____.

Notary Public

[(Sub) Exhibit "A" referred to in this Form of Deed constitutes
Exhibit "A" to ordinance and printed on
page 32036 of this *Journal*.]

Exhibit "B".

Drawings.



DESIGNATION OF 6756 -- 6758 S. CHAPPEL AVE. AS LOW AFFORDABILITY COMMUNITY.

[O2025-0018733]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on September 24, 2025 and to which was referred an ordinance from Alderperson Yancy for the designation of 6756 -- 6758 South Chappel Avenue as Low Affordability Community (5th Ward) (O2025-0018733), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call 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, 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 -- 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 City's Department of Housing ("DOH"), through various programs, endeavors to increase the number of families served with decent, safe, sanitary and affordable housing and to expand the long-term supply of affordable housing; and

WHEREAS, The Illinois General Assembly, pursuant to Public Act 102-0175, amended the state's Property Tax Code by adding 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 a 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 multi-family 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 the South Shore Community Area had less than 25 percent total year-round housing units that are affordable; and

WHEREAS, Chappel Jr LLC, a limited liability company (the "Developer"), intends to own, improve, and maintain a building (the "Building") which will contain 12 dwelling units, of which three units shall be restricted for households whose annual income does not exceed the maximum income limits as defined in Section 15-178 (the "Project"); and

WHEREAS, The Building is located at 6756 -- 6758 South Chappel Avenue 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 "Project Real Property") and is within the South Shore Community Area; and

WHEREAS, DOH has determined that the Project Real Property meets its qualification requirements to be designated as a Low Affordability Community, reviewed the proposed Project and hereby recommends to City Council that the City expressly determine, among

other things, that the City supports and consents to the designation of the Project Real Property as a Low Affordability Community and to granting of the incentive by the Assessor to the Project pursuant to the Affordable Housing Special Assessment Program; 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 Project Real Property is a Low Affordability Community and specifies the permanent index number(s) related to the Project Real Property on Exhibit 1 for the purposes of 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:

Lot 61 and the south 10 feet of Lot 62 in the subdivision of the east 333½ feet of the west 500½ feet of the north three-quarters of the west half of the southeast quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, (except 68th Street heretofore dedicated), in Cook County, Illinois.

Address:

6756 -- 6758 South Chappel Avenue
Chicago, Illinois 60649.

Permanent Index Number:

20-24-400-019-0000.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 30.37 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF W. DIVERSEY AVE.

[O2025-0018450]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 25, 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 July 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (30.37) to allow the issuance of additional packaged goods licenses on portions of West Diversey 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 September 16, 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, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and by deleting the text struck through, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

(Omitted text is unaffected by this ordinance.)

(30.37) ~~[Reserved.] On Diversey Avenue, from Central Avenue to Parkside Avenue (southside only); Diversey Avenue, from Parkside Avenue to Major Avenue; and on Parkside Avenue, from Diversey to Schubert.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance takes effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 49.2 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. HOWARD ST.

[O2025-0018759]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Maria E. Hadden (which was referred on July 16, 2025) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (49.2) to allow the issuance of additional packaged goods licenses on a portion of West Howard 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 September 16, 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, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-López, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Quezada, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provision of subsection 4-60-021(c), no additional package good license shall be issued for any permits located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(49.2) On the south side of Howard Street, from Greenvview Avenue to Paulina Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

ESTABLISHMENT AND AMENDMENT OF PARKING METERS.

[SO2025-0019846]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking 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, 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 -- 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 is hereby authorized and directed to establish and/or amend parking meters at the below listed locations:

Ward	Location
1	North Armour Street (west side of the street) from a point 42 feet south of West Chicago Avenue to a point 120 feet south of West Chicago Avenue; [O2025-0019328]
46	West Lawrence Avenue (north side of the street) from a point 100 feet west of North Clark Street to the alley; from a point 125 feet east of North Clark Street to a point 205 feet east of North Clark Street; from North Broadway to North Magnolia Avenue except the existing bus stop and loading zone, and from North Winthrop Avenue west to the alley except the existing loading zone; North Clark Street (west side of the street) from a point 166 feet south of West Lawrence Avenue to a point 213 feet south of West Lawrence Avenue; West Leland Avenue (north side of the street) from a point 91 feet west of North Clark Street to a point 226 feet west of North Clark Street, and from a point 40 feet east of North Clark Street to a point 80 feet east of North Clark Street; West Leland Avenue (south side of the street) from North Greenview Avenue to a point 47 feet east of North Greenview Avenue, and from a point 79 feet east of North Clark Street to the alley; West Wilson Avenue (north side of the street) from a point 200 feet west of North Clark Street to a point 261 feet west of North Clark Street, and from a point 67 feet east of North Clark Street to the alley; West Wilson Avenue (south side of the street) from a point 82 feet east of North Clark Street to the alley; West Sunnyside Avenue (north side of the street) from North Clark Street west to the alley and from North Clark Street east to the driveway; West Sunnyside Avenue (south side of the street) from a point 71 feet west of North Clark Street west to the alley and from North Clark Street to a point 20 feet east of North Clark Street; West Montrose Avenue (north side of the street) from a point 26 feet west of North Clark Street to a point 70 feet west of North Clark Street, and from a point 33 feet east of North Clark Street to a point 53 feet east of North Clark Street; West Montrose Avenue (south side of the street) from a point 165 feet west of North Clark Street to a point 215 feet west of North Clark Street; North Sheridan Road (east side of the street) from West Agatite Avenue to West Windsor Avenue except for the existing bus stop and existing metered parking zones; North Lincoln Avenue (east side of the street) from West Addison Street to West Grace Street except for the existing loading and standing zone and one-hour parking zone; North Lincoln Avenue (west side of the street) from West Patterson Avenue to North Wolcott Avenue except for the existing loading and standing zones; and North Ravenswood Avenue (west side of the street) from a point 15 feet north of West Addison Street to a point 50 feet north of West Addison Street; [O2025-0019339]

Ward Location

- 47 Repeal parking meters at North Clark Street (west side of the street) from West Montrose Avenue to West Leland Avenue and from West Ainslie Street to West Winnemac Avenue; and North Clark Street (east side of the street) from West Ainslie Street to West Argyle Street.

[O2025-0019337]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.

(Except For Handicapped)

[SO2025-0019833]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking restrictions at all times -- disabled permits on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

On motion of Alderperson La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

Establishment Of Disabled Permit Parking:

Ward	Location And Permit Number
1	2443 North Richmond Street -- Disabled Parking Permit Number 137542; [O2025-0019342]
5	7113 South Drexel Avenue -- Disabled Parking Permit Number 127889; [O2025-0019465]
5	1514 East 69 th Place -- Disabled Parking Permit Number 130740; [O2025-0019526]
6	8255 South Champlain Avenue -- disabled parking permit; [O2025-0018490]
6	7329 South St. Lawrence Avenue -- disabled parking permit; [O2025-0018492]

Ward	Location And Permit Number
6	6945 South Lowe Avenue -- Disabled Parking Permit Number 136911; [O2025-0019566]
6	7941 South Calumet Avenue -- Disabled Parking Permit Number 136534; [O2025-0019574]
7	7537 South Essex Avenue -- Disabled Parking Permit Number 127012; [O2025-0019444]
7	9221 South Chappel Avenue -- Disabled Parking Permit Number 127690; [O2025-0019449]
7	8628 South Colfax Avenue -- Disabled Parking Permit Number 135490; [O2025-0019557]
7	8213 South Manistee Avenue -- Disabled Parking Permit Number 136840; [O2025-0019608]
8	9341 South Dr. Martin Luther King, Jr. Drive -- Disabled Parking Permit Number 135669; [O2025-0018692]
8	9353 South Burnside Avenue -- Disabled Parking Permit Number 136587; [O2025-0018693]
8	9432 South Champlain Avenue -- Disabled Parking Permit Number 127421; [O2025-0019455]
8	7940 South Ridgeland Avenue -- Disabled Parking Permit Number 134096; [O2025-0019539]
9	349 West 124 th Street -- Disabled Parking Permit Number 127138; [O2025-0019451]
9	9611 South Harvard Avenue -- Disabled Parking Permit Number 130255; [O2025-0019494]
9	9635 South Princeton Avenue -- Disabled Parking Permit Number 130389; [O2025-0019497]
9	34 West 114 th Place -- Disabled Parking Permit Number 130602; [O2025-0019523]

Ward	Location And Permit Number
9	11348 South Calumet Avenue -- Disabled Parking Permit Number 131329; [O2025-0019528]
9	10239 South St. Lawrence Avenue -- Disabled Parking Permit Number 132207; [O2025-0019536]
9	10825 South Indiana Avenue -- Disabled Parking Permit Number 136296; [O2025-0019565]
10	10025 South Escanaba Avenue -- Disabled Parking Permit Number 130885; [O2025-0018514]
10	Amend ordinance passed June 18, 2025, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 29773, which reads: "8805 South Buffalo Avenue -- Disabled Parking Permit Number 131640" by striking: "131640" and inserting: "134633" in lieu thereof; [O2025-0019409]
10	13518 South Avenue L -- Disabled Parking Permit Number 136640; [O2025-0019572]
11	2981 South Bonaparte Street -- Disabled Parking Permit Number 136436; [O2025-0018823]
11	1643 West 32 nd Place -- Disabled Parking Permit Number 128973; [O2025-0019481]
11	2926 South Union Avenue -- Disabled Parking Permit Number 135632; [O2025-0019558]
11	3021 South Princeton Avenue -- Disabled Parking Permit Number 136751; [O2025-0019596]
12	4442 South Washtenaw Avenue -- Disabled Parking Permit Number 135678; [O2025-0018263]
12	4653 South Mozart Street -- Disabled Parking Permit Number 136847; [O2025-0018625]
12	4432 South Mozart Street -- Disabled Parking Permit Number 127939; [O2025-0019467]

Ward	Location And Permit Number
12	4435 South Drake Avenue -- Disabled Parking Permit Number 136885; [O2025-0019612]
13	6058 South Tripp Avenue -- Disabled Parking Permit Number 136931; [O2025-0018532]
13	3135 West 38 th Street -- Disabled Parking Permit Number 134386; [O2025-0018534]
13	5915 South Parkside Avenue -- Disabled Parking Permit Number 137055; [O2025-0018535]
13	5544 South Meade Avenue -- Disabled Parking Permit Number 137051; [O2025-0018536]
13	6636 South Kostner Avenue -- Disabled Parking Permit Number 137050; [O2025-0018538]
13	5555 South Mulligan Avenue -- Disabled Parking Permit Number 136935; [O2025-0018539]
13	4050 West 58 th Street -- Disabled Parking Permit Number 136334; [O2025-0018540]
13	6449 South Knox Avenue -- Disabled Parking Permit Number 136928; [O2025-0018541]
13	5222 West 64 th Place -- Disabled Parking Permit Number 136929; [O2025-0018542]
13	6622 West 64 th Street -- Disabled Parking Permit Number 136930; [O2025-0018543]
13	5514 South Nottingham Avenue -- Disabled Parking Permit Number 136932; [O2025-0018544]
13	4137 West 58 th Street -- Disabled Parking Permit Number 136933; [O2025-0018560]
13	5542 South New England Avenue -- Disabled Parking Permit Number 136614; [O2025-0018561]
13	4134 West 63 rd Street -- Disabled Parking Permit Number 136140; [O2025-0018563]

Ward	Location And Permit Number
14	5747 South Spaulding Avenue -- Disabled Parking Permit Number 137136; [O2025-0018816]
14	2858 West 55 th Street (signs to be posted at 5451 South Francisco Avenue) -- Disabled Parking Permit Number 136641; [O2025-0018817]
14	5204 South Francisco Avenue -- Disabled Parking Permit Number 135705; [O2025-0018818]
14	5123 South Trumbull Avenue -- Disabled Parking Permit Number 132180; [O2025-0019534]
14	3248 West 61 st Place -- Disabled Parking Permit Number 136390; [O2025-0019569]
14	4953 South Komensky Avenue -- Disabled Parking Permit Number 136835; [O2025-0019610]
15	5934 South Richmond Street -- Disabled Parking Permit Number 136628; [O2025-0018716]
15	6137 South Francisco Avenue -- Disabled Parking Permit Number 135933; [O2025-0018821]
15	4364 South Emerald Avenue -- Disabled Parking Permit Number 135655; [O2025-0018822]
15	4615 South Damen Avenue -- Disabled Parking Permit Number 136332; [O2025-0019568]
15	6315 South Whipple Street -- Disabled Parking Permit Number 136629; [O2025-0019583]
15	5704 South Winchester Avenue -- Disabled Parking Permit Number 136740; [O2025-0019593]
16	6648 South Hoyne Avenue -- disabled permit parking; [O2025-0018289]
16	6736 South Laflin Street -- Disabled Parking Permit Number 135902; [O2025-0018474]

Ward	Location And Permit Number
16	6541 South Hamilton Avenue -- Disabled Parking Permit Number 136582; [O2025-0018481]
16	5424 South Marshfield Avenue -- Disabled Parking Permit Number 128382; [O2025-0019477]
17	8030 South Aberdeen Street -- Disabled Parking Permit Number 136625; [O2025-0019582]
18	7634 South Maplewood Avenue -- Disabled Parking Permit Number 135784; [O2025-0018605]
18	7351 South Claremont Avenue -- Disabled Parking Permit Number 132193; [O2025-0019535]
19	9932 South Charles Street -- Disabled Parking Permit Number 135317; [O2025-0018256]
19	1645 West 100 th Place -- Disabled Parking Permit Number 131120; [O2025-0019527]
20	6555 South Woodlawn Avenue -- Disabled Parking Permit Number 135965; [O2025-0019380]
20	4922 South Washington Park Court -- Disabled Parking Permit Number 132067; [O2025-0019533]
20	6411 South St. Lawrence Avenue -- Disabled Parking Permit Number 134580; [O2025-0019540]
20	932 West 52 nd Street -- Disabled Parking Permit Number 136804; [O2025-0019602]
20	4349 South Shields Avenue -- Disabled Parking Permit Number 136870; [O2025-0019611]
21	305 West 107 th Place -- Disabled Parking Permit Number 131590; [O2025-0018812]
21	8544 South Wallace Street -- Disabled Parking Permit Number 136914; [O2025-0018813]

Ward	Location And Permit Number
21	1246 West 98 th Street -- Disabled Parking Permit Number 132361; [O2025-0018814]
21	10030 South Aberdeen Street -- Disabled Parking Permit Number 135621; [O2025-0018815]
21	8332 South Kerfoot Avenue -- Disabled Parking Permit Number 136761; [O2025-0019443]
21	10111 South Union Avenue -- Disabled Parking Permit Number 127023; [O2025-0019450]
21	11624 South Throop Street -- Disabled Parking Permit Number 127302; [O2025-0019452]
21	12233 South Aberdeen Street -- Disabled Parking Permit Number 127310; [O2025-0019454]
21	8543 South Loomis Boulevard -- Disabled Parking Permit Number 128793; [O2025-0019480]
21	9222 South Bishop Street -- Disabled Parking Permit Number 132909; [O2025-0019495]
21	9426 South Ada Street -- Disabled Parking Permit Number 136511; [O2025-0019571]
21	9539 South Green Street -- Disabled Parking Permit Number 136812; [O2025-0019605]
21	11409 South Elizabeth Street -- Disabled Parking Permit Number 136831; [O2025-0019606]
22	2726 South St. Louis Avenue -- Disabled Parking Permit Number 135611; [O2025-0018632]
22	3018 South Millard Avenue -- Disabled Parking Permit Number 135216; [O2025-0018634]
22	4017 West 25 th Place -- Disabled Parking Permit Number 135539; [O2025-0018636]

Ward	Location And Permit Number
22	3000 South Tripp Avenue (signs to be posted at 4265 West 30 th Street) -- Disabled Parking Permit Number 135682; [O2025-0018638]
22	4841 South Kilpatrick Avenue -- Disabled Parking Permit Number 131311; [O2025-0018640]
22	2353 South Ridgeway Avenue -- Disabled Parking Permit Number 127820; [O2025-0019456]
23	5149 South Mobile Avenue -- Disabled Parking Permit Number 135292; [O2025-0018228]
23	5149 South Moody Avenue -- Disabled Parking Permit Number 136595; [O2025-0018229]
24	4055 West Cullerton Street -- Disabled Parking Permit Number 130607; [O2025-0019524]
25	2356 South Troy Avenue -- Disabled Parking Permit Number 135458; [O2025-0018608]
25	2842 West 21 st Place -- Disabled Parking Permit Number 127966; [O2025-0019468]
26	1515 North Washtenaw Avenue -- Disabled Parking Permit Number 136235; [O2025-0018236]
26	3411 West Hirsch Street -- Disabled Parking Permit Number 129057; [O2025-0019482]
28	1500 West Polk Street -- Disabled Parking Permit Number 129990; [O2025-0019492]
28	222 North Lamon Avenue -- Disabled Parking Permit Number 130054; [O2025-0019493]
29	1122 South Monitor Avenue -- Disabled Parking Permit Number 134928; [O2025-0018562]
29	5340 West Jackson Boulevard -- Disabled Parking Permit Number 128654; [O2025-0019479]

Ward	Location And Permit Number
29	651 North Waller Avenue -- Disabled Parking Permit Number 136801; [O2025-0019520]
29	1355 North Parkside Avenue -- Disabled Parking Permit Number 134857; [O2025-0019556]
29	1644 North Nagle Avenue -- Disabled Parking Permit Number 136619; [O2025-0019576]
29	325 North Parkside Avenue -- Disabled Parking Permit Number 136754; [O2025-0019598]
30	3353 North Kilpatrick Avenue -- Disabled Parking Permit Number 130373; [O2025-0019496]
31	4175 West Fletcher Street -- Disabled Parking Permit Number 128195; [O2025-0019471]
31	2550 North LeClaire Avenue -- Disabled Parking Permit Number 137083; [O2025-0019473]
31	3134 North Karlov Avenue -- Disabled Parking Permit Number 128331; [O2025-0019474]
31	2552 North Kildare Avenue -- Disabled Parking Permit Number 128359; [O2025-0019476]
31	3304 North Laramie Avenue -- Disabled Parking Permit Number 129752; [O2025-0019490]
31	5048 West Cornelia Avenue -- Disabled Parking Permit Number 132321; [O2025-0019537]
31	4936 West Schubert Avenue -- Disabled Parking Permit Number 136636; [O2025-0019584]
32	2106 North Hoyne Avenue -- Disabled Parking Permit Number 136409; [O2025-0018448]
32	1647 North Wood Street -- Disabled Parking Permit Number 136336; [O2025-0018522]
33	4325 North Hamlin Avenue -- Disabled Parking Permit Number 135736; [O2025-0019561]

Ward	Location And Permit Number
35	2856 North Ridgeway Avenue -- Disabled Parking Permit Number 130210; [O2024-0012659]
35	2153 North Kildare Avenue -- Disabled Parking Permit Number 133126; [O2025-0018819]
35	3518 West Wrightwood Avenue -- Disabled Parking Permit Number 135658; [O2025-0018820]
35	2112 North Hamlin Avenue -- Disabled Parking Permit Number 136479; [O2025-0019570]
35	2142 North Spaulding Avenue -- Disabled Parking Permit Number 136832; [O2025-0019609]
37	918 North Keystone Avenue -- Disabled Parking Permit Number 128014; [O2025-0019470]
37	4849 West Superior Street -- Disabled Parking Permit Number 128229; [O2025-0019472]
37	4322 West Cortez Street -- Disabled Parking Permit Number 129108; [O2025-0019485]
37	4814 West Superior Street -- Disabled Parking Permit Number 129444; [O2025-0019488]
37	3943 West Huron Street -- Disabled Parking Permit Number 130685; [O2025-0019525]
37	843 North Leclaire Avenue -- Disabled Parking Permit Number 136005; [O2025-0019562]
37	952 North Latrobe Avenue -- Disabled Parking Permit Number 136307; [O2025-0019567]
37	4911 West Kamerling Avenue -- Disabled Parking Permit Number 136638; [O2025-0019585]
37	4821 West Bloomingdale Avenue -- Disabled Parking Permit Number 136742; [O2025-0019595]
37	3850 West Ohio Street -- Disabled Parking Permit Number 136807; [O2025-0019604]

Ward	Location And Permit Number
38	5947 West Warwick Avenue -- disabled parking permit; [O2025-0018626]
40	2631 West Gregory Street -- Disabled Parking Permit Number 132940; [O2025-0019538]
40	5737 North Fairfield Avenue -- Disabled Parking Permit Number 136647; [O2025-0019586]
40	6133 North Washtenaw Avenue -- Disabled Parking Permit Number 136668; [O2025-0019592]
41	8609 West Catherine Avenue -- Disabled Parking Permit Number 131345; [O2025-0019529]
45	5855 North Nagle Avenue -- Disabled Parking Permit Number 129521; [O2025-0019489]
47	2417 West Fletcher Street -- Disabled Parking Permit Number 136558; [O2025-0019575]
48	5100 North Sheridan Road (signs to be posted at 1009 West Winona Street) -- Disabled Parking Permit Number 136551; [O2025-0019381]
48	5102 North Kenmore Avenue -- Disabled Parking Permit Number 137037; [O2025-0019402]
49	1624 West Farwell Avenue -- Disabled Parking Permit Number 136530; [O2025-0019336]
49	1563 West Birchwood Avenue -- Disabled Parking Permit Number 135185; [O2025-0019374]
49	6810 North Ashland Avenue -- Disabled Parking Permit Number 136821; [O2025-0019400]
49	7325 North Bell Avenue -- Disabled Parking Permit Number 136756; [O2025-0019412]
49	7529 North Wolcott Avenue -- Disabled Parking Permit Number 136205; [O2025-0019511]

Ward	Location And Permit Number
50	6425 North Seeley Avenue -- Disabled Parking Permit Number 135571; [O2025-0018260]
50	6636 North Talman Avenue -- Disabled Parking Permit Number 128505; [O2025-0019478]
50	6620 North Francisco Avenue -- Disabled Parking Permit Number 130597; [O2025-0019522]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
11	Repeal Disabled Permit Parking Number 91011 at 1044 West 31 st Place; [O2025-0018824]
12	Repeal Disabled Permit Number 132408 at 2622 West 42 nd Street; [O2025-0018480]
12	Repeal Disabled Permit Number 130739 at 4043 South Montgomery Avenue; [O2025-0018495]
12	Repeal Disabled Permit Number 114399 at 3853 South Albany Avenue; [O2025-0018500]
13	Repeal Disabled Permit Number 128027 at 5707 South Meade Avenue; [O2025-0018565]
23	Repeal Disabled Permit Number 90394 at 3943 West 66 th Street; [O2025-0018619]
23	Repeal Disabled Permit Number 119943 at 3827 West 64 th Street; [O2025-0018648]
31	Repeal Disabled Permit Number 16360 at 4608 West Altgeld Street; [O2025-0018568]
40	Repeal Disabled Permit Number 116499 at 1928 West Argyle Street; [O2025-0019351]
40	Repeal Disabled Permit Number 113611 at 5819 North Campbell Avenue. [O2025-0019353]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMENDMENT OF INDUSTRIAL PERMIT PARKING ZONE 20 ON PORTIONS OF
N. RAVENSWOOD AVE.

[SO2025-0019844]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which was referred a proposed ordinance to amend an industrial permit parking zone on portions of West Ravenswood Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

On motion of Alderperson La Spata, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, 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 -- 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 is hereby authorized and directed to amend industrial permit parking at the below listed locations:

Ward	Location And Permit Number

47	Amend ordinance passed November 19, 2014, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 98814, which reads: "North Ravenswood Avenue (west roadway, both sides) from West Wilson Avenue to West Lawrence Avenue; and West Leland Avenue (north and south sides) from North Ravenswood Avenue (west roadway) to alley immediately west of North Ravenswood Avenue; and North Ravenswood Avenue (east roadway, both sides) from West Leland Avenue to West Lawrence Avenue; and North Ravenswood Avenue (4801 -- 4845 North Ravenswood Avenue (east side), 4800 -- 4898 North Ravenswood Avenue (west side), and east roadway (all diagonal parking spaces) from West Lawrence Avenue to West Ainslie Street -- Industrial Permit Parking Zone 20 -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday" by striking: "4800 -- 4898 North Ravenswood Avenue (west side), and east roadway (all diagonal parking spaces) from West Lawrence Avenue to West Ainslie Street" and inserting: "east roadway (west side) from West Lawrence Avenue to 4865 North Ravenswood Avenue" in lieu thereof.

[O2025-0019517]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2025-0019839]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 25, 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, 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 -- 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
2	Residential Permit Parking Zone 348 at 1500 -- 1522 North Sedgwick Street (west side of the street) -- at all times -- all days; [O2025-0018808]
22	Amend ordinance passed March 30, 1988, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 11672, which reads: "Residential Permit Parking Zone 136 at South Keeler Avenue (east side) from West 31 st Street to West 33 rd Street -- 6:00 P.M. to 9:00 A.M. -- Monday through Friday -- 12:00 A.M. Saturday through 12:00 A.M. Monday" -- amend by striking: "Zone 136" and inserting: "Zone 2478" in lieu thereof; [O2025-0019330]
23	Residential Permit Parking Zone 2482 at 3625 -- 3657 West 66 th Place (both sides) -- at all times -- all days; [O2025-0018666]
23	Amend ordinance which reads: "Residential Permit Parking Zone 1483 at 5000 -- 5055 South La Crosse Avenue (both sides) -- at all times -- all days" by striking: "5000 -- 5055" and inserting: "5000 -- 5059" in lieu thereof; [O2025-0019341]
25	Residential Permit Parking Zone 2483 at 1700 -- 1722 South Clinton Street (west side of the street) -- at all times -- all days; [O2025-0018825]
28	Amend ordinance passed on February 19, 2025, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 24583, which reads: "Residential Permit Parking Zone 2469 at 201 -- 299 South Central Park Avenue (east side of the street only) -- at all times -- all days" by striking: "South Central Park Avenue" and inserting: "South Central Park Boulevard" in lieu thereof; [O2025-0019509]
28	Amend ordinance passed on February 23, 2022, which reads: "Residential Permit Parking Zone 2339 at 16 -- 24 South Hamlin Avenue (west side of the street) -- at all times -- all days" by striking: "South Hamlin Avenue" and inserting: "South Hamlin Boulevard" in lieu thereof; [O2025-0019510]
31	Amend ordinance passed March 12, 2025, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 25508, which "amend; ordinance passed January 15, 2020, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 13025, which reads: "Residential Permit Parking Zone 2237 at 3002 -- 3107 North Haussen Court (east and west sides) -- 6:00 P.M. to 6:00 A.M. -- all days" by striking: "3107" and inserting: "3108" in lieu thereof and by striking: "3108" and inserting: "3112" in lieu thereof; [O2025-0018442]

Ward Location And Permit Number

- 31 Amend order passed January 25, 2017, *Journal of the Proceedings of the City Council of the City of Chicago*, page 41709, which reads: "Residential Permit Parking Zone 1979 at 4900 -- 4956 West Belden Avenue -- at all times -- all days" by striking: "4956" and inserting: "4958" in lieu thereof; [O2025-0018443]
- 31 Amend ordinance passed October 9, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 18769, which reads: "Residential Permit Parking Zone 2455 at 4906 -- 4952 West Schubert Avenue and 4907 -- 4953 West Schubert Avenue -- at all times -- all days" by striking: "4906 -- 4952" and "4907 -- 4953" and inserting: "4906 -- 4958" and "4907 -- 4959" in lieu thereof; [O2025-0018444]
- 47 Amend ordinance passed June 22, 2016, *Journal of the Proceedings of the City Council of the City of Chicago*, page 26664, which reads: "Residential Permit Parking Zone 62 at 4801 -- 4899 North Ravenswood Avenue (east leg of the west side along the track) include 10 diagonal spaces at the northern end of the block and approximately five parallel parking spaces between the diagonal spaces and West Ainslie Street -- at all times -- all days" by striking: "and approximately five parallel parking spaces between the diagonal spaces and West Ainslie Street". [O2025-0019518]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.

[SO2025-0019841]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed

ordinances and orders to establish and/or amend 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

Ward	Location

1	Repeal ordinance passed June 25, 2014, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 83718, which reads: "2006 -- 2026 North Bingham Street (west side) from a point 30 feet north of West Armitage Avenue to a point 145 feet north thereof -- two-hour parking -- 9:00 A.M. to 10:00 P.M. -- Monday through Thursday and 9:00 A.M. to 5:00 P.M. -- Friday and Saturday" by striking the above;

[O2025-0019387]

Ward	Location
3	South Federal Street (both sides of the street) from West 45 th Street to West 47 th Street -- no parking/tow-away zone -- 9:00 P.M. to 6:00 A.M. -- all days; [O2024-0011193]
4	South Cottage Grove Avenue (east side) from East 47 th Street to East 47 th Place -- no parking/tow-away zone -- at all times -- all days; [O2025-0017053]
7	East 94 th Street (south side) from South Jeffrey Boulevard to South Commercial Avenue -- no parking/tow-away zone -- at all times -- all days (public benefit); [O2024-0012494]
7	South South Chicago Avenue (south side) from a point 448 feet south of East 87 th Street to South Kingston Avenue and South South Chicago Avenue (north side) from a point 443 feet south of East 87 th Street to South Kingston Avenue -- no parking/tow-away zone -- at all times -- all days; [O2025-0016645]
12	West 49 th Street (north side) from a point 66 feet west of South Hoyne Avenue to a point 250 feet west thereof -- no parking/no standing/no stopping -- at all times -- all days; [O2024-0012484]
12	West 43 rd Street (north side) from the first alley west of South Ashland Avenue to South Paulina Street -- no parking/no stopping/no standing/tow-away zone -- at all times -- all days; [O2024-0012916]
12	West 42 nd Street (north and south sides) from South Ashland Avenue to South Marshfield Avenue -- no parking/no stopping/no standing/tow-away zone -- at all times -- all days; [O2024-0012918]
12	South Marshfield Avenue (east and west sides) from West 42 nd Street to West 43 rd Street -- no parking/stopping/standing/tow-away zone -- at all times -- all days; [O2024-0012919]
12	Amend ordinance passed October 31, 1952, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 3336, which reads: "South Kedzie Avenue (both sides) from West Cermak Road to West Pershing Road -- no parking -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to

Ward	Location

6:00 P.M. -- except Saturday, Sunday, and holidays" by striking: "3400 South Kedzie Avenue to West Pershing Road; and repeal ordinance passed September 19, 1957, *Journal of the Proceedings of the City Council of the City of Chicago*, page 6022, which reads: "South Kedzie Avenue (both sides) from South Archer Avenue to West 39th Street -- no rush hour parking" by striking the above;

[O2025-0019504]

12	West 35 th Street (north side of the street) from the first alley east of South Archer Avenue to a point 60 feet east thereof -- two-hour parking -- 8:00 A.M. to 10:00 P.M. -- all days;

[O2025-0018521]

18	West 75 th Street (north side) from South Claremont Avenue to South Western Avenue -- no parking/tow-away zone -- at all times -- all days;

[SO2025-0015368]

23	South Laramie Avenue (west side of the street) from South Archer Avenue to the first alley north thereof -- no parking/tow-away zone -- at all times -- all days;

[Or2025-0014585]

23	West 69 th Street (both sides of the street) from South Keeler Avenue to South Kostner Avenue -- no truck parking/tow-away zone -- at all times -- all days;

[Or2025-0017775]

24	South Kilpatrick Avenue (both sides) from West 5 th Avenue to West Polk Street -- no parking/tow-away zone -- at all times -- all days;

[O2025-0017806]

27	West Madison Street (south side) from South Western Avenue to a point 250 feet east thereof -- no parking/tow-away zone -- at all times -- all days(public benefit);

[O2025-0017323]

28	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;

[O2025-0017983]

28	Amend ordinance passed May 22, 2024, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , which reads: "North Keeler Avenue (east side of the street) from West Lake Street to West Kinzie Street, specifically 331 -- 341 South Keeler Avenue and 353 -- 377 South Keeler Avenue -- no parking/tow-away zone -- at all times -- all days" by striking: "331 -- 341 South Keeler Avenue and 353 -- 377 South Keeler Avenue" and inserting: "331 -- 341 North Keeler Avenue and 353 -- 377 North Keeler Avenue" in lieu thereof;

[O2025-0019521]

Ward	Location
30	West Waveland Avenue (north side of the street) from North Kilbourn Avenue to the first cul-de-sac west thereof -- no parking/no stopping/no standing/tow-away zone -- at all times -- all days (public benefit); [O2025-0019334]
30	Amend ordinance passed May 4, 1994, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , pages 49856 and 49857, which reads: "West Belmont Avenue, between North Kedzie Avenue and North Lamon Avenue (north side) -- no parking -- 4:00 P.M. to 6:00 P.M. -- Monday through Friday" by striking: "North Pulaski Road to North Knox Avenue"; [O2025-0019335]
42	Amend ordinance passed May 28, 2018, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , 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 -- reserved parking (two percent disabled (public benefit) (18-0091131)" by striking: "20 feet north" and inserting: "40 feet north" in lieu thereof; [O2025-0018211]
42	West Hubbard Street (south side) from North LaSalle Street to a point 181 feet west thereof -- no parking/tow-away zone -- at all times -- all days (public benefit); [SO2025-0018215]
45	North Kilpatrick Avenue (both sides of the street) from West Irving Park Road to West Cuyler Avenue -- no parking/tow-away zone -- at all times -- all days (public benefit); [O2024-0009880]
46	West Grace Street (north side of the street) from North Southport Avenue to a point 124 feet west thereof -- no parking/tow-away zone -- at all times -- all days; [O2025-0019373]
46	West Lawrence Avenue (south side of the street) from a point 47 feet west of North Clark Street to a point 20 feet west thereof -- standing zone -- 15 minutes with flashing lights -- 9:00 A.M. to 7:00 P.M. -- all days (public benefit); [O2025-0019507]
47	West Winnemac Avenue (north side of the street) from a point 31 feet west of North Clark Street to a point 40 feet west thereof -- loading zone -- 30 minutes with flashing lights -- at all times -- all days (public benefit); [O2025-0019331]

Ward	Location
47	West Sunnyside Avenue (south side of the street) from a point 34 feet west of North Clark Street to a point 40 feet west thereof -- standing zone -- 30 minutes with flashing lights -- at all times -- all days (public benefit); [O2025-0019392]
47	North Clark Street (east side of the street) from a point 20 feet north of West Argyle Street to a point 40 feet north thereof -- standing zone -- 15 minutes with flashing lights -- at all times -- all days (public benefit); [O2025-0019405]
47	North Clark Street (west side of the street) from a point 296 feet south of North Clark Street to a point 20 feet south thereof -- standing zone -- 30 minutes with flashing lights -- at all times -- all days (public benefit); [O2025-0019410]
48	West Bryn Mawr Avenue (south side of the street) from a point 175 feet east of North Broadway to a point 52 feet east thereof -- standing/tow-away zone -- 15 minutes with flashing lights -- at all times -- all days; [O2025-0019379]
50	North California Avenue (west side) from a point 82 feet south of West Arthur Avenue to a point 80 feet south thereof -- 15 minute standing zone with flashing lights -- 9:00 A.M. to 5:00 P.M. -- Monday through Thursday and 9:00 A.M to 3:00 P.M. -- Friday (public benefit). [Or2024-0011584]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS. [SO2025-0019834]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 25, 2025.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed orders, ordinances and a substitute ordinance 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, 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 -- 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

6	West 74 th Street and South Normal Avenue -- "All-Way Stop", stopping all approaches;

[O2025-0017930]

Ward	Location And Type Of Sign
10	South Avenue L, from East 133 rd Street to East 134 th Street -- one-way northerly; [O2025-0016124]
10	East 133 rd Street and South Green Bay Avenue -- "All-Way Stop", stopping all approaches; [O2025-0018572]
12	South Rockwell Street, from West 47 th Street to West 35 th Street -- speed limitation -- 20 miles per hour; [O2025-0019512]
17	South Peoria Street and West 76 th Street -- "All-Way Stop", stopping all approaches; [Or2025-0018496]
17	South Sawyer Avenue and West 72 nd Street -- "All-Way Stop", stopping all approaches; [Or2025-0018498]
18	Amend ordinance passed October 2, 1980, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 4134, which reads: "West 73 rd Street, from South Pulaski Road to South Lawndale Avenue -- 5-ton weight limitation" by striking: South "Pulaski Road" and inserting: "South Central Park Avenue" in lieu thereof; [SO2025-0015848]
21	West 92 nd Street and South Elizabeth Street -- "All-Way Stop", stopping West 92 nd Street for South Elizabeth Street; [O2025-0018806]
24	West 21 st Street, from South Kostner Avenue to South Harding Avenue -- 5-ton weight limitation; [O2025-0018453]
26	North Avers Avenue, from West Armitage Avenue to West Dickens Avenue; North Hamlin Avenue, from West Cortland Street to West Dickens Avenue; West Cortland Street, from North Hamlin Avenue to North Lawndale Avenue; and North Lawndale Avenue, from the trailhead of the 606 Bloomingdale Trail to West Cortland Street -- speed limitation -- 20 miles per hour; [O2025-0019329]

Ward	Location And Type Of Sign
26	North Humboldt Drive and Luis Munoz Marin Drive (north leg) -- "Stop" sign, stopping Luis Munoz Marin Drive for North Humboldt Drive; [O2025-0019354]
26	North Humboldt Drive and Luis Munoz Marin Drive (south leg) -- "Stop" sign, stopping Luis Munoz Marin Drive for North Humboldt Drive; [O2025-0019356]
28	West Carroll Avenue and North Homan Avenue -- "All-Way Stop", stopping all approaches; [Or2025-0017984]
29	West Railroad Avenue and South Mayfield Avenue -- "All-Way Stop", stopping all approaches; [SO2025-0017697]
30	North Milwaukee Avenue, from West Addison Street to West Belmont Avenue -- speed limitation -- 20 miles per hour; [O2025-0019513]
31	North Laramie Avenue and West School Street -- "All-Way Stop", stopping all approaches; [SOr2024-0010859]
33	West Ainslie Street, from North Avers Avenue to North Kimball Avenue -- speed limitation -- 20 miles per hour; [O2025-0019362]
38	North Melvina Avenue and West Berenice Avenue -- "All-Way Stop", stopping all approaches; [Or2025-0016963]
38	North Lockwood Avenue and West Cuyler Avenue -- "All-Way Stop", stopping all approaches; [Or2025-0017419]
39	West Kostner Avenue, from West Carmen Avenue to West Foster Avenue; West Carmen Avenue, from North Kostner Avenue to North Kedvale Avenue and from North Central Park Avenue to North Kimball Avenue; North Kedvale Avenue, from West Ainslie Street to West Carmen Avenue; West Argyle Street, from North Kedvale Avenue to North Ridgeway Avenue;

Ward	Location And Type Of Sign
	North Ridgeway Avenue, from West Argyle Street to North Branch Trail; North Drake Avenue, from West Carmen Avenue to West Carmen Avenue; North Central Park Avenue, from West Argyle Street to West Carmen Avenue; West Ainslie Street, from North Kedvale Avenue to North Lawndale Avenue; West Berteau Avenue, from North Elston Avenue to North Ridgeway Avenue; West Berwyn Avenue, from North Virginia Avenue to North California Avenue; and West Cullom Avenue, from North Elston Avenue to North Hamlin Avenue -- speed limitation -- 20 miles per hour; [O2025-0019363]
39	West Argyle Street and North Karlov Avenue -- "All-Way Stop", stopping all approaches; [O2025-0019364]
39	West Argyle Street and North Keystone Avenue -- "All-Way Stop", stopping all approaches; [O2025-0019365]
39	West Carmen Avenue and North St. Louis Avenue -- "All-Way Stop", stopping all approaches; [O2025-0019366]
39	North Kostner Avenue, from West Carmen Avenue to West Foster Avenue -- one-way northerly except bicycles; West Berwyn Avenue, from North Virginia Avenue to North California Avenue -- one-way westerly except bicycles; West Argyle Street, from North Kedvale Avenue to North Pulaski Road -- one-way westerly except bicycles; and West Carmen Avenue, from 5051 North Spaulding Avenue to the alley at approximately 3241 West Carmen Avenue -- one-way westerly except bicycles; [O2025-0019367]
40	West Berwyn Avenue, from North Ravenswood Avenue to North Clark Street -- one-way westerly except bicycles; [O2025-0019333]
43	West Willow Street and North Howe Street -- "All-Way Stop", stopping all approaches; [O2025-0018265]
44	West Grace Street, from North Greenview Avenue to North Southport Avenue -- one-way easterly except bicycles; [O2025-0019514]

Ward	Location And Type Of Sign
44	West Grace Street, from North Greenview Avenue to North Wilton Avenue -- speed limitation -- 20 miles per hour; [O2025-0019515]
45	West Balmoral Avenue and North Lotus Avenue -- "Stop" sign, stopping West Balmoral Avenue for North Lotus Avenue; [O2025-0018655]
46	North Clark Street, from West Montrose Avenue to West Wilson Avenue -- speed limitation -- 20 miles per hour; [O2025-0019338]
46	West Grace Street, from North Broadway to North Pine Grove Avenue -- one-way westerly except bicycles; and West Waveland Avenue, from North Pine Grove Avenue to North Lake Shore Drive -- one-way easterly except bicycles; [O2025-0019370]
46	West Grace Street, from North Janssen Avenue to North Southport Avenue; West Grace Street, from North Seminary Avenue to North Pine Grove Avenue; North Pine Grove Avenue, from West Grace Street to West Waveland Avenue; and West Waveland Avenue, from North Pine Grove Avenue to North Lake Shore Drive -- speed limitation -- 20 miles per hour; [O2025-0019372]
47	North Campbell Avenue, from West Grace Street to West Irving Park Road -- speed limitation -- 20 miles per hour; [O2025-0019377]
47	West Grace Street, from North Campbell Avenue to North Janssen Avenue -- speed limitation -- 20 miles per hour; [O2025-0019378]
47	West Winona Street, from North Clark Street to North Broadway -- one-way westerly. [O2025-0019505]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON POLICE AND FIRE.

APPOINTMENT OF ERA PATTERSON AS EXECUTIVE DIRECTOR OF OFFICE OF PUBLIC SAFETY ADMINISTRATION.

[A2025-0019915]

The Committee on Police and Fire submitted the following report:

CHICAGO, September 5, 2025.

To the President and Members of the City Council:

Your Committee on Police and Fire, to which was referred and directly introduced an appointment concerning the appointment of Era Patterson as Executive Director of the Office of Public Safety Administration, 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.

Respectfully submitted,

(Signed) CHRISTOPHER TALIAFERRO,
Chair.

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Era Patterson as Executive Director of the Office of Public Safety Administration 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, 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 -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

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